City of Lubbock, Texas
Regular City Council Meeting
January 28, 2025

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.

Executive Session Disclosure Statement: The City Council reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices), §551.086 (Public Power Utilities: Competitive Matters), §551.087 (Deliberations regarding Economic Development Negotiations)

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

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

12:30 p.m. - 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. Loop 88 Land Acquisition

1. 1. 2. 66th Street Project - I-27 to Ash Avenue

1. 1. 3. Central Business District

1. 1. 4. Lake 7

1. 1. 5. Highland Oaks Annexation (Chapter 43 of the Texas Local Government Code)

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. Loop 88 Land Acquisition

1. 2. 2. 66th Street Project - I-27 to Ash Avenue

1. 2. 3. Central Business District

1. 2. 4. Lake 7

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Community Development & Services Board/Urban Renewal Agency Board of Commissioners, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

Adjourn from Executive Session

Immediately following Executive Session, the City Council reconvenes in Work Session in City Council Chambers.

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

2. 1. City of Lubbock Impact Fee Program

2:00 p.m. - 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 January 28, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

5. **Minutes**

5. 1. December 10, 2024 Regular City Council Meeting

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. 2025-O0001, Amendment 7, amending the FY 2024-25 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028113, with Spacesaver Storage Systems, Inc. and Southwest Solutions Group, for the purchase and installation of high-density and static shelving units for the new Police Department Forensic/Property Facility.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0002, Amendment 9, amending the FY 2024-25 Budget for municipal purposes respecting the Water/Wastewater Fund; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0003, Amendment 10, amending the FY 2024-25 Budget for municipal purposes respecting the North Point Public Improvement District Fund; providing for filing; and providing for a savings clause.

6. 3. 1. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2025-O0004, amending Ordinance No. 2024-O0126, EXHIBIT "B", the 2024 Service and Assessment Plan for the North Point Public Improvement District by including additional funding for public improvements; providing a savings clause; and providing for publication.

6. 3. 2. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18386, with SRH Landscapes, LLC, for construction of the west walking track in the North Point Public Improvement District.

6. 3. 3. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17281, with Hugo Reed and Associates, Inc., for construction oversight services on the west walking track project in the North Point Public Improvement District.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 13, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund and Information Technology Fund relating to an end user support tech position; providing for filing; and providing for a savings clause.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 14, amending the FY 2024-25 Budget for municipal purposes respecting the General Facilities Capital Project Fund in connection with Resolution No. 2024-R0582 for Capital Improvement Project Document Management System, regarding City Secretary Capital; providing for filing; and providing for a savings clause.

6. 6. **Ordinance 2nd Reading - Finance:** Consider Ordinance No. 2025-O0005, granting Southwestern Public Service (SPS) D/B/A Excel Energy, the Right To Conduct Business effective January 28, 2025, or thirty (30) days from the last publication of this ordinance, whichever occurs later. The term of this franchise granted to SPS shall be for twenty (20) years from the date the franchise becomes effective. As compensation and rental for the use of the streets, alleys and public ways of the City in the conduct of its business under this franchise, SPS will pay the City each year of the life of this franchise, beginning February 1, 2025, a sum of money equal to five percent (5%) of the annual gross receipts of SPS from its retail electric lighting and power sales for consumption within the corporate limits of the City.

6. 7. **Resolution - Finance:** Consider a resolution approving the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023, through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Central Business District Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

6. 8. **Resolution - Finance:** Consider a resolution approving the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023, through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park Tax Increment Financing Reinvestment Zone and to the Comptroller of the State of Texas.

6. 9. **Resolution - Finance:** Consider a resolution approving the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023, through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

6. 10. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0006, abandoning and closing portions of a public right-of-way located in Section 13, Block E-2 in Lubbock County, Texas, in the High Plains Subdivision, south of 82nd Street, and east of Elgin Avenue.

6. 11. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0007, abandoning and closing part of a drainage easement and an underground utility easement located in Section 22, Block E2, Lubbock County, Texas, east of Quaker Avenue and north of 122nd Street.

6. 12. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of private utility, drainage, and transformer pad easements located in Lots 194-237 and Tract K-1, Solaris Estates Addition to the City of Lubbock, Lubbock County, Texas, east of Quaker Avenue and south of 126th Street.

6. 13. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Tom’s Daiquiri Place, Inc., on the west side of Buddy Holly Avenue, south of 18th Street.

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 all related documents, in connection with certain real property located in Lot 11, Block 20, of the Ameen Addition, Lubbock County, Texas (Parcel 4), at the northeast corner of 82nd Street and Avenue D, to be utilized for the 2022 Street Bond Project.

6. 15. **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 Lot 20, Block 21, of the Ameen Addition, Lubbock County, Texas (Parcel 3), at the northwest corner of 82nd Street and Avenue D, to be utilized for the 2022 Street Bond Project.

6. 16. **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 23, Block E, SI Johnson Survey, Lubbock County, Texas (Parcel 32), at the northeast corner of 82nd Street and Martin Luther King, Jr. Boulevard, to be utilized for the 2022 Street Bond Project.

6. 17. **Resolution - Public Works Paved Streets:** Consider a resolution authorizing the Mayor to execute Contract 18466, with Lone Star Dirt & Paving, LTD., for Asphalt Patching associated with the 2025 Street Maintenance Program.

6. 18. **Resolution - Public Works Paved Streets:** Consider a resolution authorizing the Mayor to execute Contract 18469, with Omega 4 Construction, LLC., for Concrete Replacement associated with the 2025 Street Maintenance Program.

6. 19. **Resolution - Public Works Paved Streets:** Consider a resolution authorizing the Mayor to execute Contract 18478, with Intermountain Slurry Seal, Inc., for Micro-Surfacing associated with the 2025 Street Maintenance Program.

6. 20. **Ordinance 2nd Reading - Public Works Traffic Operations:** Consider Ordinance No. 2025-O0008, amending Section 20.05.102 of the City of Lubbock Code of Ordinances, with regard to the establishment of speed limits.

6. 21. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028155, with VWR International, LLC, for the purchase and installation of laboratory fume hoods for the new Police Department Forensic/Property Facility.

6. 22. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 18141, with Covenant Medical Center, for functional assessments of potential and existing Americans with Disabilities Act paratransit passengers.

6. 23. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18404, with West Texas Services, Inc., dba Tom's Tree Place, for annual landscape maintenance for the Upland Crossing Public Improvement District (PID).

6. 24. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement Contract 17764, with West Texas Services, Inc. dba Tom's Tree Place, for services related to right-of-way improvements within the North Overton Tax Increment Financing District boundary.

6. 25. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 18392, with CLAW Constructors, LLC, for the construction of a new storage and maintenance yard in the Sam Wahl Recreation Area at Lake Alan Henry.

6. 26. **Resolution - Libraries:** Consider a resolution authorizing the Mayor to execute Contract 18355, with Parkhill, for the development of a conceptual design and probable cost of a construction estimate for the Godeke Branch Library.

6. 27. **Resolution - Libraries:** Consider a resolution authorizing the Mayor to execute Contract No. 18539, with Midwest Tape, LLC, for digital material lending services for Lubbock Public Libraries.

6. 28. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, by and between the City of Lubbock, United Supermarkets, and The Lubbock Mayor's Fitness Council, to provide certain in-kind services in support of the United Supermarket Marathon, Half-Marathon, and 10K and 5K runs, to provide recreational activity and promote physical fitness awareness for the residents of Lubbock and the surrounding area, as well as participants from across the country.

6. 29. **Resolution - City Manager:** Consider a resolution authorizing the City of Lubbock to work in conjunction with Civic Lubbock, Inc., and other community partners, to host a Community 4th of July Celebration to include a parade, evening concert, and fireworks show, and reallocating Cultural Arts Grant No. 2406-007 in the amount of $40,500 to Civic Lubbock, Inc.

6. 30. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2025-O0010, for Zone Case 828-A, a request of Brady & Hamilton, LLP for Jarvis Metals Recycling, Inc., for a zone change from General Industrial District (GI) and Light Industrial District (LI), to General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard, at 7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C.

6. 31. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0011, for Zone Case 2882-B, a request of David Mobley for SLDEV, LLC, for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at 7611 82nd Street, located south of 82nd Street and west of Xenia Avenue, Cambridge Commercial Park Addition, Tract A-2.

6. 32. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0012, for Zone Case 3514, a request of AMD Engineering, LLC, for Paracako, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 12004 Frankford Avenue, located west of Frankford Avenue and south of 119th Street, on approximately 1.72 acres of unplatted land out of Block AK, Section 20.

6. 33. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0013, for Zone Case 2538-NN, a request of Olga Agundiz, for a zone change from Low Density Single-Family District (SF-2) to Low Density Single-Family District (SF-2) Specific Use for a Manufactured Home Subdivision, at 8605 #2 6th Street, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2.

6. 34. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0014, for Zone Case 2627-J, a request of David Mobley for Julie McMahan, for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at 6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6.

6. 35. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0015, for Zone Case 3509, a request of AMD Engineering, LLC for Lonnie and Vickie Slape, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 3002 North Frankford Avenue, located east of North Frankford Avenue and north of Ursuline Street, on 14.80 acres of unplatted land out of Block JS, Section 11.

6. 36. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0016, for Zone Case 3255-B, a request of West Texas Engineering, LLC for G4 Assets, LLC, for a zone change from Light Industrial District (LI) to Auto-Urban Commercial District (AC), at 7602 34th Street, located north of 34th Street and west of Winfield Avenue, on approximately 3.57 acres of unplatted land out of Block AK, Section 42.

6. 37. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0017, for Zone Case 3513, a request of Tyson Rowin and Dan Williams for Quatro Locos, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 5909 4th Street, located west of Fulton Avenue and south of 4th Street, Isham Tubbs Estate Addition, the North Part of Tract 4.

6. 38. **Ordinance 2nd Reading - Building Safety:** Consider Ordinance No. 2025-O0019, amending Article 28.14 of the City of Lubbock Code of Ordinances, with a revision to the adopted appendices regarding the International Residential Code.

7. **Regular Agenda**

7. 1. **Board Appointments - City Secretary:** Consider appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Community Development & Services Board/Urban Renewal Agency Board of Commissioners, Libraries Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Water Advisory Commission, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

7. 2. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2025-O0018, for Zone Case 3512, a request of Parkhill for Jan Humphries Campbell, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), generally located at the southwest corner of 130th Street and Milwaukee Avenue, on approximately 34.78 acres of unplatted land out of Block AK, Section 12.

7. 3. **Ordinance 2nd Reading - Lubbock Animal Services:** Consider Ordinance No. 2025-O0020, amending Chapter 4 "Animals" of the City of Lubbock Code of Ordinances Article 4.01.006, by adding Article 4.01.06 requiring a breeding permit for breeding of dogs or cats; modifying Article 4.01.06 pertaining to the amount of Liability Insurance Required to keep a dangerous dog; providing a penalty clause; providing a savings clause; and providing for publication.

7. 4. **Resolution - City Secretary:** Consider a resolution appointing six members to the Board of Directors for the Reinvestment Zone Number Four, City of Lubbock (North Park Tax Increment Financing Reinvestment Zone), and appointing one member as Chair of the Board.

AI# 13134
Regular City Council Meeting 1. 3.
01/28/2025:

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Community Development & Services Board/Urban Renewal Agency Board of Commissioners, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

Item Summary

Discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Community Development & Services Board/Urban Renewal Agency Board of Commissioners, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 13179
Regular City Council Meeting **5. 1.**
01/28/2025:

Information

Agenda Item
December 10, 2024 Regular City Council Meeting

Item Summary
December 10, 2024 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

12.10.2024

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
December 10, 2024
12:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 10th of December, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

12:31 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

Absent: Council Member Brayden Rose

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.2-5.14; 5.16-5.24; 5.1-5.1.1; 5.15; and 6.1-6.3.*
- *Item No.'s 5.1; 5.1.1; and 6.3 were amended.*
- *Item 5.15 was postponed to the January 14, 2025 Regular City Council Meeting.*

1. Executive Session

The meeting recessed at 12:31 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:00 p.m., and the meeting was called to order at 2:03 p.m.

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

1. 1. 1. Community Development & Services Board

1. 1. 2. Comprehensive Plan Oversight Committee

1. 1. 3. Lubbock State School, Block 1

1. 1. 4. Central Business District

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. Lubbock State School, Block 1

1. 2. 2. Central Business District

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Planning & Zoning Commission, Urban Design & Historic Preservation Commission, Urban Renewal Agency/Neighborhood Redevelopment Commission, and the Zoning Board of Adjustment.

1. 4. 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 or to deliberate an offer of a financial or other incentive to such business prospect.

1. 4. 1. Central Business District

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

City Council reconvened at 2:00 p.m.

2. Ceremonial Items

2. 1. Invocation

Steve Doles, Executive Director of Pray Lubbock, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Christy Martinez-Garcia.

Call to Order

The meeting was called to order at 2:03 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on December 10, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

No one appeared to speak.

4. Minutes

4. 1. November 12, 2024 Regular City Council Meeting
November 14, 2024 Special City Council Meeting

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the November 12, 2024 Regular City Council Meeting minutes and the November 14, 2024 Special City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve items 5.2-5.14 and 5.16-5.24.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

5. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2024-O0149, Amendment 4, amending the FY 2024-25 Budget for municipal purposes respecting the Gateway Capital Project Fund to establish Capital Improvement Project 92895, East 19th Street from Keel Avenue to East Loop 289; providing for filing; and providing for a savings clause.

This item was amended.

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

Motion by Council Member Gordon Harris, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2024-O0149, with the following amendment:

- The amount of funding for Capital Improvment Project 92895, the East 19th Improvement Project, be increased to $1 million.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

5. 1. 1. Resolution - Engineering: Resolution No. 2024-R0596 authorizing the Mayor, or his designee, to execute Contract 18520, an economic development program and development agreement pursuant to Texas Local Government Code Chapter 380 with the Lubbock Economic Development Alliance, for expanding and improving East 19th Street from Keel Avenue to East Loop 289.

This item was substituted.

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0596, with the substituted agreement distributed at the dais.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

5. 2. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2024-O0151, Amendment 8, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund Capital and Water/Wastewater Fund Capital; providing for filing; and providing for a savings clause.

5. 3. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2024-O0156, Amendment 5, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund by establishing Cost Center 5901, West Texas State Veterans Cemetery; providing for filing; and providing for a savings clause.

5. 4. Resolution - Finance: Resolution No. 2024-R0581 approving and adopting the FY 2024-25 City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

5. 5. Resolution - Risk Management: Resolution No. 2024-R0582 authorizing the Mayor to execute, for and on behalf of the City of Lubbock, a Settlement Agreement in a pre-litigation claim involving damages to the City of Lubbock's Vital Statistics records between the City of Lubbock and MCCi, LLC & DRS Imaging Services, LLC.

5. 6. Ordinance 1st Reading - Right-of-Way: Ordinance No. 2024-O0157 abandoning and closing portions of a private utility easement located south of 48th Street, between Avenue P and Avenue Q, in the Wayland Edward Addition to the City of Lubbock, Lubbock County, Texas.

5. 7. **Resolution - Right-of-Way:** Resolution No. 2024-R0583 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 real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 14), on the east side of Upland Avenue, south of 4th Street, and north of 8th Street, to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 8. **Resolution - Right-of-Way:** Resolution No. 2024-R0584 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 real property located in Section 1, Block D-6, Lubbock County, Texas (Parcel 15), on the southwest corner of Upland Avenue and 4th Street, to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

5. 9. **Resolution - Engineering:** Resolution No. 2024-R0585 authorizing the Mayor to execute Change Order No. 1 to Contract 17649, and all related documents, with MH Civil Constructors, Inc., for the Playa Lake 054 Lateral Extension.

5. 10. **Resolution - Public Works Water Utilities:** Resolution No. 2024-R0586 authorizing the Mayor to execute Professional Services Agreement, Contract 18493, with Freese & Nichols, Inc., for services related to updating the City's Water Distribution System Master Plan.

5. 11. **Resolution - Solid Waste Services:** Resolution No. 2024-R0587 authorizing the Mayor to execute a Personal Property License Agreement with South Plains College and Career Education, Inc, dba ATDS, for the use of City-owned vehicles to conduct Commercial Drivers License training through the South Plains College driving school operated by ATDS.

5. 12. **Resolution - Solid Waste Services:** Resolution No. 2024-R0588 authorizing the Mayor to execute Change Order No. 2 to Contract 18166, with MJE LLC, for improvements to the entrance to Cell 6 at the West Texas Regional Disposal Facility.

5. 13. **Resolution - Building Safety:** Resolution No. 2024-R0589 authorizing the Mayor to execute an Interlocal Cooperative Agreement with Texas Tech University to provide construction plan review, permitting, and inspection services for a facility to be located on Texas Tech University property.

5. 14. **Resolution - Planning:** Resolution No. 2024-R0590 dissolving the Comprehensive Plan Oversight Committee and transferring the duties to the Planning and Zoning Commission.

5. 15. **Resolution - Public Health Services:** Consider a resolution accepting the recommended Community Health Improvement Plan and the associated findings of the Community Health Needs Assessment.

This item was postponed.

Katherine Wells, director of public health; and Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve this item. The motion was not considered.

Other: Council Member Brayden Rose (ABSENT)

Motion by Council Member David Glasheen, seconded by Council Member Dr. Jennifer Wilson, to postpone this item to the January 14, 2025 Regular City Council Meeting.

Vote: 5 - 1 Motion carried

NAY: Mayor Pro Tem Christy Martinez-Garcia
Other: Council Member Brayden Rose (ABSENT)

5. 16. **Ordinance 1st Reading - Community Development:** Ordinance No. 2024-O0158 amending Article 2.03, Division 2, of the City of Lubbock Code of Ordinances, regarding the duties and responsibilities of the Community Development & Services Board.

5. 17. **Resolution - Community Development:** Resolution No. 2024-R0591 dissolving the Neighborhood Redevelopment Commission of the City of Lubbock.

5. 18. **Resolution - Public Transit Services:** Resolution No. 2024-R0592 authorizing the Mayor to execute Purchase Order 27125018, with Gillig, to purchase five (5) 40-foot hybrid electric buses and five (5) 35-foot hybrid electric buses for Citibus.

5. 19. **Resolution - Civic Center:** Resolution No. 2024-R0593 authorizing the Mayor to execute Contract No. 18135, with Dennard Construction, for Phase One of the Erosion Control Plan at the Moonlight Musicals Amphitheatre, located at 413 East Broadway, Lubbock, Texas.

5. 20. **Resolution - Fleet Services:** Resolution No. 2024-R0594 rejecting all bids received, for the purchase of five (5) commercial cab & chassis, for the Solid Waste Residential Collection Department.

5. 21. **Resolution - Fleet Services:** Resolution No. 2024-R0595 authorizing the Mayor to execute Purchase Order 31086729, with Rush Truck Center, for the purchase of two (2) Sewer Jetter Trucks for the Wastewater Collection Department.

5. 22. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0153, for Zone Case 3257-Q, a request of AMD Engineering, LLC for 1585 Development, LLC, for a zone change from Low Density Single-Family District (SF-2) to Medium Density Residential District (MDR), generally located west of Elgin Avenue and north of 137th Street on approximately 34.61 acres of unplatted land out of Block AK, Section 1.

5. 23. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2024-O0154, for Zone Case 3511, a request of AMD Engineering, LLC for BARCCC Ventures, LLC – Series C, and Crowtracks, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 3201 116th Street, located south of 116th Street and east of Indiana Avenue, on 29.61 acres of unplatted land out of Block E-2, Section 21.

5. 24. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2024-O0155, for Zone Case 3207-A, a request of Hugo Reed and Associates, Inc. for West End Hotels, LLC, for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to Heavy Commercial District (HC), at 2909 Iola Avenue, located at the intersection of 29th Street and Iola Avenue, West End Addition, Tract K.

6. Regular Agenda

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2024-O0152, Amendment 6, amending the FY 2024-25 Capital Program to create and appropriate the 2024 Street Bond Capital Projects approved by the voters.

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

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2024-O0152.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

6. 1. 1. **Resolution - Finance:** Resolution No. 2024-R0597 expressing intent to finance expenditures to be incurred in the General Fund for various capital projects approved by the City Council in the Fiscal Year 2024-25 Operating Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects.

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

Motion by Council Member Tim Collins, seconded by Council Member David Glasheen, to approve Resolution No. 2024-R0597.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

6. 2. **Finance - Resolution:** Resolution No. 2024-R0598 ratifying three American Rescue Plan Act (ACT) Memorandums of Understanding between the City Manager and Various City Departments, for the City to comply with the ACT which requires that all American Rescue Plan Act funding be committed by December 31, 2024.

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve Resolution No. 2024-R0598.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

6. 3. **Resolution - City Council:** Resolution No. 2024-R0599 approving the 2025-26 Legislative Agenda for the 89th Texas Legislative Session and the 119th United States Congress, for the purpose of defining the position of the City of Lubbock on State and Federal Legislative issues.

This item was amended.

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

Motion by Council Member Tim Collins, seconded by Council Member Dr. Jennifer Wilson, to add the following item to the 2025-26 119th United States Congress Legislative Agenda:

- The city will support efforts to achieve regulatory approval of Lake 7 through the United States Army Corps of Engineers permitting process.

Vote: 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

Main Motion by Council Member Tim Collins, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Resolution No. 2024-R0599, as presented and including the additional item to the 2025-26 119th United States Congress Legislative Agenda regarding Lake 7.

Motion to Amend by Council Member David Glasheen, no second, to amend the Main Motion as follows:

- Strike the final paragraph of page 1 of the presented 2025-26 Legislative Agenda regarding consultation.

The motion died for lack of a second.

Motion to Amend by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to amend the Main Motion by adding the following language to the final paragraph of page 1 of the presented 2025-26 Legislative Agenda regarding consultation:

- The Mayor will consult with Mayor Pro Tem Christy Martinez-Garcia and Council Member District 5 Dr. Jennifer Wilson.

Vote on Motion to Amend
Vote: 5 - 1 Motion carried

NAY: Council Member David Glasheen
Other: Council Member Brayden Rose (ABSENT)

Vote on Main Motion with Amendment
Vote: 5 - 1 Motion carried

NAY: Council Member David Glasheen
Other: Council Member Brayden Rose (ABSENT)

3:41 P.M. CITY COUNCIL ADJOURNED

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

The December 10, 2024 Regular City Council Meeting minutes were approved by the City Council on the 28th day of January, 2025.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 13144
Regular City Council Meeting 6. 1.
01/28/2025:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0001, Amendment 7, amending the FY 2024-25 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance.

I. Amend the Abandoned Vehicle Fund and appropriate funding in the amount of $901,851 from $1,795,000 to $2,696,851. Funding will be from the Abandoned Vehicle Fund balance.

The purpose of this budget amendment is to fund the following in the Lubbock Police Department (LPD):

Facilities – Bullpen Cubicles (Investigations): $24,612

- Cubicle modifications will assist in reducing noise in the two Investigations bullpen areas. Investigators have experienced issues with background noise interfering with recorded phone calls (interviews, etc.).
- The modification was a 22-inch stacker panel with an acoustical insert for a 75-inch total wall height.

Facilities – Card Readers, 3rd Floor Access, AV Revisions: $66,932

- The number of card readers were reduced to lower expenses on the new Headquarters (HQ) Project. Every door was to be keyed, meaning personnel would be carrying multiple keys to multiple doors (varying areas of access), with no log of entry into various secure areas of the building. Usable readers from the previous HQ were salvaged, and the remainder were purchased.
- Card readers are installed in elevators to control public access to the 3rd Floor (Dispatch, PIO, Internal Affairs, and Crime Analysis, etc.).
- Audio Visual Revisions are needed in the large conference room.

Facilities – Property & Evidence Shelving: $500,549

- Shelving at the new Property and Evidence facility is a critical element of the operation. To reduce costs, high-density shelving in the original plan was changed to static shelving, which significantly reduced the capacity of the facility.
- In order to function properly and as planned, high-density shelving is essential.

Facilities – Bullpen Cubicles (Recruiting Squad): $14,060

- LPD recently reorganized certain personnel to combine the efforts of the Public Information Unit, the Recruiting Squad, and the Community Engagement Squad, in order to boost outreach, recruiting, and hiring.
- Cubicles are needed to create workspaces for the affected personnel.

Rifle Ammo – Transition: $295,698

- One of LPD's planned Fiscal Year (FY) 2024–25 projects is a transition to a different patrol rifle weapons system that will remove some of the older weapons and standardize rifles across the department. The FY 2024-25 plan is to transition approximately 25% of the department weapons.
- After testing practice ammunition, as it compares to duty ammunition, the deviation is significant enough that training with duty ammunition is the best course of action during the transition of weapons systems. This is the difference in cost for more expensive duty ammunition.

Fiscal Impact

The additional $901,851 funding for the Abandoned Vehicle Fund FY 2024-25 Operating Budget will be from the Abandoned Vehicle Fund Excess Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE ABANDONED VEHICLE 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 2024-25 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #7) for municipal purposes, as follows:

I. Amend the Abandoned Vehicle Fund and appropriate funding in the amount of $901,851 from $1,795,000 to $2,696,851. Funding will be from the Abandoned Vehicle Fund balance.

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

SECTION 3. 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:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite
First Assistant City Attorney

AI# 13112
Regular City Council Meeting
01/28/2025:

6. 1. 1.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10028113, with Spacesaver Storage Systems, Inc. and Southwest Solutions Group, for the purchase and installation of high-density and static shelving units for the new Police Department Forensic/Property Facility.

Item Summary

This purchase of shelving units for the Police Department (PD) Forensic/Property Facility currently under construction, is in accordance with EQUALIS Contract EQ052920-01i. The manufacturer for products under this contract is Spacesaver Storage Systems, Inc. and the local area contractor is Southwest Solutions Group.

The Master Intergovernmental Cooperative Purchasing agreement is by and between governments, pursuant to Section 271.102, of the Local Government Code. The purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative. Local governments that purchase goods and services under the subchapter satisfy any state law requiring local governments to seek competitive bids for the purchase of the goods and services.

Staff recommends the award of this contract to Spacesaver Storage Systems, Inc. and Southwest Solutions Group, for a purchase price of $737,900.

Fiscal Impact

$237,351 is funded in Capital Improvement Project No. 92551, Public Safety Improvements Project.
$500,549 is funded in the PD Abandoned Vehicle Fund 138-8163.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Facilities Management Director

Attachments

Resolution 10028113
PO 10028113
92551 Budget Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10028113, for Static and Mobile Storage Units for Police Department Forensic Facility, per Purchasing Co-Op Contract EQ-052920-01i, by and between the City of Lubbock and Spacesaver Storage Systems, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.Spacesaver Storage-PurchaseOrd
January 6, 2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/6/2025
Order Number 10028113 000 OP
Branch/Plant 1611

TO: SPACESAVER STORAGE SYSTEMS, INC
ATTN: LAUREL HARRISON
1450 JANESVILLE AVENUE
FORT ATKINSON, WI 53538

SHIP TO: CITY OF LUBBOCK -
FACILITIES MANAGEMENT
1314 AVE K 4TH FLOOR
LUBBOCK TX 79401

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

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

Ordered 1/28/2025 Freight .
Requested 4/28/2025 Taken By K MORGAN
Delivery PER Y CHAPMAN REQ 62719 CONTRACT EQ-052920-01i

If you have any questions about this order, please contact Darren Densford at 806-775-2368 or via email at ddensford@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Shelving	1.000	432,768.0000	EA	432,768.00	4/28/2025
Destruct caging	1.000	5,319.8800	EA	5,319.88	4/28/2025
Installation	1.000	130,000.0000	EA	130,000.00	4/28/2025
Shelving and Wire Decking	1.000	67,780.7200	EA	67,780.72	4/28/2025
Bumper shelving	1.000	3,024.1100	EA	3,024.11	4/28/2025
Bike Racks	1.000	22,963.7200	EA	22,963.72	4/28/2025
Hybris Wire Decking	1.000	76,043.5700	EA	76,043.57	4/28/2025
				Total Order	

Terms NET 30 737,900.00

This purchase order encumbers funds in the amount of $737,900.00 awarded to Spacesaver Storage Systems, Inc. of Fort Atkinson, WI, on _____, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated December 30, 2024, from Spacesaver Storage Systems, Inc. of Fort Atkinson, WI, and Equalis Group Contract EQ-052920-01i.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 1/6/2025

Order Number 10028113 000 OP

Branch/Plant 1611

TO:	SHIP TO:
SPACESAVER STORAGE SYSTEMS, INC ATTN: LAUREL HARRISON 1450 JANESVILLE AVENUE FORT ATKINSON, WI 53538	CITY OF LUBBOCK FACILITIES MANAGEMENT 1314 AVE K 4TH FLOOR LUBBOCK TX 79401

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

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

Ordered 1/28/2025 Freight .

Requested 4/28/2025 Taken By K MORGAN

Delivery PER Y CHAPMAN REQ 62719 CONTRACT EQ-052920-01i

INSURANCE REQUIRED:

Commercial General Liability:

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

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability:
$1M occurrence is needed.

Workers Compensation and Employer Liability:

Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

Additional Policies:

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

*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Spacesaver Storage Systems, Inc.
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920.563.6362 | Fax: 920.563.2702
www.spacesaver.com

Date: 30 December 2024
To: Darren Densford, City Architect
From: Dave Collins, Sales Manager, Spacesaver
Subject: **Lubbock Police Department – Forensic Evidence Facility – Spacesaver Proposal**

Hello,

Spacesaver Storage Systems Inc. and our local Area Contractor, Southwest Solutions Group, are pleased to submit this scope letter identifying and detailing the proposed offering for the City of Lubbock's new Forensic Evidence Facility. Spacesaver components are identified and proposed for the following areas of the facility:

- **General Property Evidence – 205**
  - Spacesaver RaptorRAC Widespan shelving with wire decking
    - Proposed as static shelving for general storage, including non-standard sized legacy evidence boxes.
- **Drug Vault – 208**
  - Spacesaver ActivRAC Industrial Mobile with RaptorRAC Widespan shelving and wire decking
    - Proposed shelving mobilized on industrial carriages for drug evidence storage.
    - Update from November 26 letter – shelving layout adjusted for 48" deep mobile shelving and 24" deep static shelving to support storage of 24" deep evidence boxes. Requirement confirmed during December 19th call with Chief.
- **Additional Weapons Vault – 210**
  - Spacesaver 4-post shelving with wire decking
    - Proposed static 4-post shelving configured to accept long weapon boxes in horizontal posture.
- **General Storage/Sexual Assault – 225**
  - Spacesaver ActivRAC Industrial Mobile with 4-post shelving with wire decking
    - Proposed 4-post shelving mobilized on industrial carriages for storage of multiple evidence families, including SANE and Toxicology evidence boxes, as well as general evidence boxes and miscellaneous space as needed.
- **Safe Keeping/Found Property Storage – 228**
  - Spacesaver RaptorRAC Widespan shelving with wire decking
    - Proposed static shelving for general purpose, typically short-term storage of found property.
- **Tool Area – 229**
  - Spacesaver RaptorRAC Widespan shelving with wire decking
    - Proposed static shelving for general purpose tool storage.
- **Weapons Vault – 242**
  - Spacesaver ActivRAC Industrial Mobile with 4-post shelving with wire decking
    - Proposed 4-post shelving mobilized on industrial carriages. Additional static 4-post shelving in room for additional capacity. Shelving in room configured to accept long weapon boxes in both horizontal and stacked postures.
    - Update from November 26 letter – shelving elevations on mobile systems adjusted to allow 9 storage openings and shelving depths updated to suppose storage of 15" deep evidence boxes for both mobile and static shelves.

- **Murder Evidence – Mezzanine**
    - Spacesaver RaptorRAC Widespan shelving with wire decking
        - Proposed static shelving for murder evidence.
- **Bike Racks and Tire & Bumper**
    - Third-party sourced storage solutions via Southwest Solutions Group
        - To aid the efficiency of procurement for the City of Lubbock, our Area Contractor partner Southwest Solutions Group has been able to supply third-party produced storage solutions for both the Bike Rack and Tire & Bumper evidence storage areas in addition to the Spacesaver products proposed. These are also represented in this scope letter.

PROPOSED INVESTMENT SUMMARY

Note: All pricing for proposal is based on terms from negotiated ***Equalis contract number EQ052920-01i***

Combined Evidence Areas:	**$432,768.00**
Hybrid Wire Decking for Shelving:	**$143,824.29**
Dispose/Destruct Caging:	**$5,319.88**
Tire/Bumper Shelving:	**$3,024.11**
Bike Racks:	**$22,963.72**
Installation Services:	**$130,000.00**
Total Investment:	**$737,900.00**

Please note that total investment pricing assumes:

- Turnkey freight and installation through February 28, 2025.
    - Note: If completion pushes beyond this date, we reserve the right to seek a change order for incurred expenses/storage.
- Jobsite accepts 53’ trailer with a loading dock. If a loading dock is not available, additional fees will be assessed for increased material handling time and equipment.
- Factory Certified Installation provided by Southwest Solution Group. Installation based on standard wage during normal business hours.
    - The installation duration is estimated to take 90 days. We are not responsible for any overages caused by onsite delays. Mutually agreed upon schedule to be determined at time of order placement.
- Forklift equipment and dumpsters are not included. The use of a forklift and dumpster provided by the general contractor or others. If these are not provided for use, there will be an additional charge.
- Seismic or structural calculations and stamped drawings are not included.
- Textura and other Project Management fees are **not** included.
- Spacesaver standard color selection on all material.
- Includes manufacturer’s standard 5-year parts, 1-year labor warranty.
- If a Payment and Performance Bond must be added, include at a rate of $8.50 per $1,000 of contract value. P&P bond is not included in the pricing as stated above.

Additional Notes, Terms and Conditions:

- Spacesaver's standard lead times for this product mix is **11 – 13 weeks after approval of drawings and order entry**. These lead times are subject to change based on order volume, please use this for planning purposes only. Upon receipt of order, we will communicate expected delivery date.
- Pricing is based on qualified details/quantities above and per the attached drawings. Prior to execution of contract, we will require a scope review to quoted materials. Should there be any deviations from what we listed, a price adjustment will be required.
- Pricing is valid for 45 days.
- Pricing **does not** include any tax or permits.
- At time of award, Spacesaver will provide a full set of shop drawings further identifying the scope/product we are providing.
- Spacesaver/Southwest Solutions Group requires the use of temporary electricity for field installation. Please note this will be supplied by the general contractor at no charge to Spacesaver and is not included in our pricing.
- Some projects may require Spacesaver to begin production well in advance of customer date requirements to assure on-time performance. Depending on the duration and size of a project, Spacesaver may require a down payment up to 20% of the total project, and in the case of schedule delays, may require the customer to take title to goods that are manufactured in advance. In addition, if ship dates are delayed after Spacesaver commences manufacturing, Spacesaver may require transfer of title for inventory built and reimbursement of storage fees.
- Orders should be made out to:

  Spacesaver Storage Systems, Inc.
  Attn: Laurel Harrison
  1450 Janesville Avenue
  Fort Atkinson, WI 53538

We sincerely appreciate the opportunity to supply you with this pricing and look forward to reviewing our pricing with you and working with you on this project. If you have any questions regarding this scope letter, please contact me at the number listed below.

Sincerely,

DAVE COLLINS
Sales Manager | Spacesaver Storage Systems, Inc. | Spacesaver Corporation
O: 920.563.0593 | C: 608.322.3212| F: 920.563.0755
dcollins@spacesaver.com | spacesaver.com

Spacesaver
INVEST. ALIGN. DELIVER.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2025

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Evidence Warehouse	Municipal Courts	Parking Garage	PD Abandoned Vehicle Fund	Total
	92551.10000	**92551.20000**	**92551.30000**	**92551.40000**	**92551.50000**	**92551.60000**	**92551.70000**	**138.81630**	
Encumbered/Expended									
Acquisition/Title Co.	16,173	670	423,717	-	-	-	-	-	440,560
Advertising & Promotion	948	524	33	1,301	-	197	145	-	3,147
Bolt Furniture Delivery Contract #15886	-	4,333	4,333	4,333	-	-	-	-	12,999
Building Capital Outlay	57,100	-	-	742,339	1,249	166,022	-	-	966,710
Office Furniture & Equipment	1,653,829	7,932	4,259	21,836	-	7,477	-	-	1,695,334
Geotechnical Report Contract # 15056	-	-	-	-	11,535	-	-	-	11,535
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	-	-	18,500
KWA Engineering	5,600	-	-	-	-	-	-	-	5,600
Lee Lewis Contract #14224 Amendment 1	-	5,911,358	5,741,888	5,536,789	-	-	-	-	17,190,035
Lee Lewis Contract #14224 Amendment 2	-	115,359	96,457	95,896	-	-	-	-	307,712
Lee Lewis Contract #15202	-	-	269,780	-	-	-	-	-	269,780
Lee Lewis Contract #15202 Amendment 1	-	-	-	-	-	4,415,200	-	-	4,415,200
Lee Lewis Contract #15202 Amendment 2	-	-	-	-	-	158,838	-	-	158,838
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	-	-	15,800,000
Lee Lewis Contract #15789 Amendment 1	118,767	-	-	-	-	-	-	-	118,767
Lee Lewis Contract #15789 Amendment 2	217,391	-	-	-	-	-	-	-	217,391
Lee Lewis Contract #17114	-	-	-	-	8,101,700	-	-	-	8,101,700
Lubbock Labs Inc. Contract #15942	-	-	-	-	-	50,000	-	-	50,000
Lubbock Labs Inc. Contract #159421	-	-	-	-	-	25,000	-	-	25,000
Lubbock Labs Inc. Contract #17535	-	-	-	-	40,000	-	-	-	40,000
Miscellaneous Charges	-	(709,220)	-	-	-	-	-	-	(709,220)
MWM Contract #13951	-	713,320	337,865	326,840	-	-	-	-	1,378,025
MWM Contract #15857	-	27,500	21,946	27,726	-	-	-	-	77,172
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	-	-	725,223
Officewise Contract #15668 FF&E Amendment 1	-	4,042	4,042	4,042	-	-	-	-	12,126
Officewise	116,433	8,344	10,047	9,024	-	244,972	-	-	388,820
Parkhill Contract #14630	40,500	-	-	-	-	-	-	-	40,500
Parkhill Contract #14856	-	-	-	-	-	-	322,251	-	322,251
Parkhill Contract #16308	-	-	-	-	599,100	-	-	-	599,100
Parkhill Contract #16927	595,108	-	-	-	-	-	-	-	595,108
Phase I Assessment	3,000	-	-	-	-	-	-	-	3,000
Professional Services	62,559	(8,432)	(46,084)	24,888	13,955	9,716	(373,810)	-	(317,208)
PSC Contract #14153	1,812,289	-	-	-	-	-	-	-	1,812,289
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	-	-	66,500
RSA Contract #14190	-	-	-	-	-	619,383	-	-	619,383
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	-	-	16,250
RSA Contract #14190 Amendment 2	-	-	-	-	-	4,023	-	-	4,023
RSA Contract #16718	-	-	-	-	-	18,750	-	-	18,750
Technology & Communications	397,428	131,671	135,405	138,049	-	36,078	-	-	838,631
FF&E Officewise PO 10027929	-	-	-	-	99,948	-	-	-	99,948
Agenda Item January 28, 2025									
SSS Shelving Package PO 10028113	-	-	-	-	237,400	-	-	500,500	737,900
Encumbered/Expended To Date	20,967,125	6,449,142	7,245,429	7,174,805	9,012,439	5,779,406	(51,414)	500,500	57,177,379

PD Account Appropriation	500,500
Estimated Costs for Remaining Appropriation	
Construction & Equipment	437,606
Remaining Appropriation	437,606
Total Appropriation	$ 57,614,985

AI# 13145
Regular City Council Meeting 6. 2.
01/28/2025:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0002, Amendment 9, amending the FY 2024-25 Budget for municipal purposes respecting the Water/Wastewater Fund; providing for filing; and providing for a savings clause.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $5,225,922 from the Federal Emergency Management Agency (FEMA) for the Hazard Mitigation Grant.
II. Appropriate funding in the amount of $580,658 from the Water/Wastewater Fund for the 10% local match. Funding will be from the Water/Wastewater fund balance.

The purpose of the Hazard Mitigation Grant is to fund the following for the Water/Wastewater Department:

- Four 1,000kW diesel portable Tier 4-compliant emergency back-up electrical generators
- One 500 kW diesel portable Tier 4 compliant emergency back-up electrical generator
- Three automatic transfer switches

Fiscal Impact

The total funding for the Hazard Mitigation Grant is $5,806,580.
$5,225,922 will be from the Federal Emergency Management Agency (FEMA).
$580,658 will be a local match from the Water/Wastewater Fund excess reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER/WASTEWATER 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 2024-25 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #9) for municipal purposes, as follows:

I. Accept and appropriate $5,225,922 from the Federal Emergency Management Agency (FEMA) for the Hazard Mitigation Grant.
II. Appropriate funding in the amount of $580,658 from the Water/Wastewater Fund for the ten percent local match. Funding will be from the Water/Wastewater fund balance.

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

SECTION 3. 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:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite
First Assistant City Attorney

ccdocsII/BudgetFY24-25.Amend9.ord
January 6, 2025

AI# 13146
Regular City Council Meeting
01/28/2025:

6. 3.

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2025-O0003, Amendment 10, amending the FY 2024-25 Budget for municipal purposes respecting the North Point Public Improvement District Fund; providing for filing; and providing for a savings clause.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance.

I. Amend FY 2024-25 North Point Public Improvement District (PID) Budget by increasing the appropriation for Public Improvements by $86,762, from $550,000 to $636,762. Funding will be from the North Point Public Improvement District Fund balance.
The purpose of the budget amendment is to provide additional funding for the construction contract. These funds are needed in order to finish the West Walking Track.

Fiscal Impact

The additional funding for the FY 2024-25 North Point Public Improvement District Budget in the amount of $86,762 is to fund the remaining construction contract for the West Walking Track.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 10

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT 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 2024-25 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #10) for municipal purposes, as follows:

I. Amend FY 2024-25 North Point Public Improvement District (PID) Budget by increasing the appropriation for Public Improvements by $86,762, from $550,000 to $636,762. Funding will be from the North Point Public Improvement District Fund balance.

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

SECTION 3. 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:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite
First Assistant City Attorney

AI# 13155
Regular City Council Meeting
01/28/2025:

6. 3. 1.

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2025-O0004, amending Ordinance No. 2024-O0126, EXHIBIT "B", the 2024 Service and Assessment Plan for the North Point Public Improvement District by including additional funding for public improvements; providing a savings clause; and providing for publication.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance.

The cost of public improvements for the North Point Public Improvement District (PID) has increased over the amount approved in the 2024 Service and Assessment Plan. The public improvement planned for FY 2024-25 is the construction of the other half of the walking track. The increase is due to the bids for the project coming in higher than expected.

The amendment to the 2024 Service and Assessment Plan for North Point PID adds an additional $86,762 to the public improvements line item. This will increase the budget for public improvements from $550,000 to $636,762.

Fiscal Impact

The PID has sufficient fund balance to cover the increase of $86,762.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Ordinance
Exhibit B

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 2024-O0126, EXHIBIT "B", THE 2024 SERVICE AND ASSESSMENT PLAN FOR THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID) BY INCLUDING ADDITIONAL FUNDING FOR PUBLIC IMPROVEMENTS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the original expenditures approved by Ordinance 2024- O0126 in the 2024 Service and Assessment Plan for North Point PID (the "PID") need to be increased due to additional public improvements to be undertaken in the PID for FY 2024-25; and

WHEREAS, the project that shall take place is the construction of an extension to an existing walking track; and

WHEREAS, this additional expenditure increases the need in the public improvements PID Fund for FY 2024-25 by an additional $86,762.00 to support this amendment and no increase in the adopted assessment will be required; and

WHEREAS, the City Council approves the amendment to Ordinance No. 2024-O0126 Exhibit "B", the 2024 Service and Assessment Plan for the PID, to authorize additional funding for public improvement costs mentioned herein; NOW THEREFORE

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

SECTION 1: THAT Ordinance No. 2024-O0126, Exhibit "B", is hereby amended by replacing it with the new Exhibit "B", attached hereto and incorporated herein, titled "North Point Public Improvement District, City of Lubbock, Texas Service and Assessment Plan".

SECTION 2: THAT if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3: THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

PASSED by the City Council on first reading_____, 2025.

PASSED by the City Council on second reading_____, 2025.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Ccdocs://North Point PID SAP amendment 2024
1.6.25

City of Lubbock, TX
Finance Department
North Point Public Improvement District
Amended 2024 Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2024 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessme Assessment rate will be $0.14/$100 valuation
* All prope All property will be assessed based on the final 2024 "net taxable value".

Service Plan

	Adopted Budget	Amended Budget	Projected				
Tax Year	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**Totals**
Property Values* (Taxable Values)	231,827,390	236,281,466	241,007,095	245,827,237	250,743,782	255,758,658	255,758,658
Discounted Property Values (95%)	220,236,021	224,467,393	228,956,741	233,535,875	238,206,593	242,970,725	242,970,725
Fiscal Year Revenues	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**Totals**
Interest	$ 20,908	27,143	8,750	10,308	11,947	13,668	$ 92,724
Assessment @ $0.14	308,330	314,254	320,539	326,950	333,489	340,159	1,943,722
Total	**$ 329,238**	**341,398**	**329,289**	**337,259**	**345,436**	**353,827**	**$ 2,036,446**
Expense							
Median & Walking Track Maintenance	150,000	175,000	178,500	182,070	185,711	189,426	$ 1,060,707
Repairs	20,000	20,000	20,400	20,808	21,224	21,649	124,081
Public Improvement Projects	350,000	**636,762**	50,000	51,000	52,020	53,060	1,192,842
Electric Cost	10,000	10,000	10,200	10,404	10,612	10,824	62,040
Administrative Cost	15,335	15,558	15,869	16,187	16,510	16,840	96,299
Annual Operating Cost	9,303	9,600	9,792	9,988	10,188	10,391	59,262
Total	**$ 554,638**	**866,920**	**284,761**	**290,456**	**296,266**	**302,191**	**$ 2,595,232**
Cash Reserve	**$ 775,522**	**250,000**	**294,528**	**341,330**	**390,500**	**442,136**	**$ 442,136**

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually
Assessment Information for 100,000 home = $140

AI# 13095
Regular City Council Meeting
01/28/2025:

6. 3. 2.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 18386, with SRH Landscapes, LLC, for construction of the west walking track in the North Point Public Improvement District.

Item Summary

Staff issued a Request for Proposals (RFP) for construction of the west walking track in the North Point Public Improvement District (PID), using a design prepared by Hugh Reed and Associates.

In response to RFP 25-18386-KM, three proposals were submitted and reviewed.

The proposals were evaluated using the following criteria: Price (60 points), Contractor Qualifications (30 points), and Construction Time (10 points). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained.

Vendor	Points
SRH Landscapes LLC, Dallas, Texas	89.75
West Texas Services, Inc. dba Tom's Tree Place, Lubbock, Texas	83.44
Henthorn Commercial, Lubbock, Texas	76.67

Staff recommends award of Contract 18386, to SRH Landscapes LLC, of Dallas, Texas, for $599,650.39. The contract is for a term of 270 days to substantial completion, and 300 days to final completion, for a total contract amount of $599,650.39. The North Point PID Advisory Board approved this amount at their November 25, 2024 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

Contract 18386 for $599,650.39 is funded in the North Point PID Annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
North Point Public Improvement District Advisory Board

Attachments

Resolution
Contract

Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18386 for the North Point Public Improvement District west walking track as per RFP 25-18386-KM, by and between the City of Lubbock and SRH Landscapes, LLC of Dallas, 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Public Works Contract 18386 NP PID walking track
12.2.24

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: November 4, 2025

PROJECT NUMBER: **RFP 25-18386-KM North Point Public Improvement District (PID) West Walking Track**

Proposal of SRH Landscapes LLC (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: 270 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 300 **(to Final Completion)**

(not to exceed 330 consecutive calendar days to Substantial Completion / 365 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 **330 Consecutive Calendar Days** with **final completion** within **365 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 **$25** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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.

City of Lubbock, TX
Business Development
RFP 25-18386-KM
North Point Public Improvement District (PID) West Walking Track

SRH Landscapes, LLC of Dallas, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#0-1	MOBILIZATION	1	LS	$ 27,500.00	$ 27,500.00
#0-2	SITE CLEARING AND EXISTING VEGETATION HAUL OFF	82000	SF	$ 0.10	$ 8,200.00
#0-3	EARTHWORK FOR BERMS	750	CY	$ 60.68	$ 45,510.00
#0-4	4" THICK SIDEWALK AT WEST ALLEY	512	SF	$ 9.50	$ 4,864.00
#0-5	4" THICK SIDEWALK AT EAST END TRAIL ENTRY	1500	SF	$ 9.50	$ 14,250.00
#0-6	SITE FLATWORK (FILL IN AT EXISTING ALLEY PAVEMENT AREAS); 4" THICK MIN.	150	SF	$ 9.50	$ 1,425.00
#0-7	ADA CURB RAMPS	4	EA	$ 2,750.00	$ 11,000.00
#0-8	18" X 4" THICK CONCRETE BANDS	2900	LF	$ 14.50	$ 42,050.00
#0-9	4" THICK JOG TRACK TRAIL MATERIAL, COMPACTED	7200	SF	$ 3.05	$ 21,960.00
#0-10	DRILL SEEDED BUFFALOGRASS	71000	SF	$ 0.18	$ 12,638.00
#0-11	CANOPY TREES (4" B&B)	32	EA	$ 992.00	$ 31,744.00
#0-12	ORNAMENTAL TREES (30 GALLON, B&B)	14	EA	$ 409.85	$ 5,737.90
#0-13	PINE TREES (B&B)	36	EA	$ 535.21	$ 19,267.56
#0-14	TREE STAKING	82	EA	$ 45.00	$ 3,690.00
#0-15	I-CORE CONTROLLER	1	EA	$ 5,499.65	$ 5,499.65
#0-16	TIE-IN T AT EXISTING WELL	1	LS	$ 1,500.00	$ 1,500.00
#0-17	SPRAY HEAD	82	EA	$ 24.28	$ 1,990.96
#0-18	SPRAY IRRIGATION	71000	SF	$ 0.97	$ 68,728.00
#0-19	IRRIGATION SLEEVES	1	LS	$ 8,843.42	$ 8,843.42
#0-20	LIGHT POLES	24	EA	$ 4,675.00	$ 112,200.00
#0-21	LIGHT POLE BASES	24	EA	$ 2,950.00	$ 70,800.00
#0-22	#8 CONDUCTORS	1900	EA	$ 20.10	$ 38,190.00
#0-23	ELECTRICAL PANEL AND ENCLOSURE	1	EA	$ 15,000.00	$ 15,000.00
#0-24	100 AMP ELECTRICAL FEEDER	75	EA	$ 55.00	$ 4,125.00
#0-25	24" CURB AND GUTTER	162	LF	$ 72.45	$ 11,736.90
#0-26	TYPE "D" HMAC (2") (ROADWAY)	280	SY	$ 18.00	$ 5,040.00
#0-27	6" FLEXIBLE BASE MATERIAL	280	SY	$ 22.00	$ 6,160.00

Total (Items 1-1 through 1-3): $599,650.39

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.

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 ($_____) or a Proposal Bond in the sum of 5% Greatest Amount Bid **Dollars ($** 5% GAB **), 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: November 4, 2025

Authorized Signature

Tyler Hawkins
(Printed or Typed Name)

SRH Landscapes LLC
Company

PO BOX 796754
Address

Dallas, Collin
City, County

Texas, 75379
State Zip Code

Telephone: 972 - 345-2234

Fax: _____ - _____

Email: th@srhtrees.com

FEDERAL TAX ID or SOCIAL SECURITY No.

81-1637939

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

SRH LANDSCAPES LLC LIMITED LIABILITY COMPANY SEAL STATE OF TEXAS

Offeror acknowledges receipt of the following addenda:

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

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

Purchasing and Contract Management

Project Summary
RFP 25-18386-KM
North Point Public Improvement District (PID) West Walking Track

Notice was published in the Lubbock Avalanche Journal on October 16 & October 23, 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 October 15 to November 5, 2024.
3 individuals attended the pre-proposal meeting.
47 vendors downloaded the documents using Bonfire.com.
19 vendors were notified separately.
3 vendors submitted proposals.

AI# 13172
Regular City Council Meeting
01/28/2025:

6. 3. 3.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17281, with Hugo Reed and Associates, Inc., for construction oversight services on the west walking track project in the North Point Public Improvement District.

Item Summary

On January 9, 2024, the City Council approved Contract 17281, with Hugo Reed and Associates, for design and engineering services for the North Point PID west walking track, located north of the alley north of Marshall Street, between North Slide Road and Abbeville Avenue.

Amendment No. 1 is for construction management and oversight for the construction of the west walking track. The Council is also considering Contract 18386 with SRH Landscapes LLC for the construction of the west walking track. Should the Council approve this item, this Amendment would allow for Hugo Reed to assist staff with construction management for the project. This Amendment will add $33,344, and an additional 18 months to the contract time. The cost of Amendment No. 1 is funded in the North Point PID Annual Service and Assessment Plan.

Fiscal Impact

Amendment No. 1 to Contract 17281, in the amount of $33,344, is funded in the North Point PID Annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
North Point Public Improvement District Advisory Board

Attachments

Resolution
Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the professional services agreement Contract No. 17281 for the west walking track in the North Point Public Improvement District by and between the City of Lubbock and Hugo Reed and Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 HR NPPID walking track
1.15.25

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Hugo Reed and Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 9th day of January, 2024, Contract No. 17281, by and between the City of Lubbock ("City") and Hugo Reed and Associates, Inc. ("Engineer").

Engineer is providing professional services for the west walking track in the North Point Public Improvement District (the "Activities").

Now the Parties desire to enlarge the scope of services to be performed by the Engineer while completing the Activities.

WITNESSETH:

The City and Engineer now agree to enlarge the scope of services in this Agreement in order to provide construction phase services for the walking track, details of which are as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed thirty-three thousand three hundred forty-four dollars and 00/100 ($33,344.00). In order to complete the additional services herein, the term of the Agreement shall be extended by eighteen (18) months.

All other portions of the original Agreement shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK MCBRAYER, Mayor

Hugo Reed and Associates, Inc.

_____
Jason L. Swofford, P.E. President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Amendment No. 1 – Construction Phase Services

Scope of Services

North Point PID West Walking Tract

City of Lubbock

Summary

Amendment No. 1 for the North Point PID West Walking Tract project includes the performance of construction phase services and for a time extension of the original contract through the duration of construction.

The construction phase services to be included in Amendment No. 1 are summarized as follows:

1. **Construction Phase Services**
   - 1.1. Attend pre-construction kickoff meeting.
   - 1.2. Perform periodic site visits at intervals appropriate to the stage of construction, or as agreed to by the City and the Engineer to,
     - 1.2.1 Become familiar with and inform the City about the progress and quality of the work completed,
     - 1.2.2 Determine if the work is being completed such the work will be in conformance with the contract documents upon completion.
   - 1.3. The Engineer shall review and take appropriate action upon the Contractor's submittals including material submittals, shop drawings, product data, and samples for the purpose of checking for conformance with the contract documents.
   - 1.4. The Engineer shall review and certify the Contractor's payment applications and issue certificates for payment in accordance with the contract documents.
   - 1.5. The Engineer shall prepare change orders or construction change directives, with supporting documentation, if deemed necessary by the Engineer and provide for the City's approval in accordance with the contract documents.
   - 1.6. The Engineer shall conduct project walk-throughs at the following construction milestones:
     - 1.6.1 Substantial completion,
     - 1.2.2 Final completion,
     - 1.6.3 One month prior to the expiration of the Contractor's one-year warranty.
   - 1.7. The Engineer shall collect as-built survey data and prepare record drawings of the municipal paving improvements included in the project.

Assumptions and Exclusions
Construction phase services are not intended to provide continuous on-site inspection or resident project representative services.

It is assumed that the City of Lubbock staff will provide construction inspection and materials testing services from in-house staff for the construction of public improvements. Construction materials testing is specifically excluded from this scope of work.

Construction layout shall be provided by the Contractor and is specifically excluded from this scope of services.

Contract Time
Amendment No. 1 Shall extend the contract time by 18 months from the effective end date of July 8, 2025. The amended contract end date shall be January 8, 2027.

Compensation
The services proposed with Amendment No. 1 will be provided for a lump sum fee of $33,344.

AI# 13163
Regular City Council Meeting 6. 4.
01/28/2025:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 13, amending the FY 2024-25 Budget for municipal purposes respecting the General Fund and Information Technology Fund relating to an end user support tech position; providing for filing; and providing for a savings clause.

Item Summary

I. Move the End User Support Tech Full Time Employee in the Fire Administration Cost Center (5611) in the General Fund, to the Information Technology Cost Center (3410) in the Information Technology Fund.
II. Amend the FY 2024-25 Fire Rescue - Job Grade Summary, and accept the Position Title changes as set forth in Exhibit "A" attached herto.

The purpose of this Budget Amendment is to allow the following:

- Enable the End User Support Tech Employee to have access to more opportunities for growth within the Information Technology Department.
- Amend the FY 2024-25 Fire - Job Grade Summary to change the following in Position Titles:
  - The current "Division Chief" titles will change to "Deputy Chief". The Division Chief title will no longer be used. The pay scale will not be affected.
  - The current "Deputy Chief" titles will change to "Assistant Chief". The pay scale will not be affected.

Fiscal Impact

There will be no fiscal impact to the General Fund or the Information Technology Fund.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 13
Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND AND INFORMATION TECHNOLOGY 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 2024-25 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #13) for municipal purposes, as follows:

I. Move the End User Support Tech FTE in the Fire Administration Cost Center (5611) in the General Fund to the Information Technology Cost Center (3410) in the Information Technology Fund.
II. Amend the FY 2024-25 Fire Rescue – Job Grade Summary and accept the Position Title changes as set forth in Exhibit "A" attached hereto.

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

SECTION 3. 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:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite
First Assistant City Attorney

Exhibit A

Fire Rescue - Job Grade Summary

SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Amended FY 2024-25	Change from Budget
Fire Chief	145	1	1	1	1	1	-
Fire Marshal	137	1	1	1	1	1	-
Assistant Chief	FCS7	-	-	-	-	2	2
Deputy Chief	FCS6	2	2	2	2	5	3
Division Chief	FCS6	3	3	3	5	-	(5)
Battalion Chief	FCS5	11	11	11	11	11	-
Communication Supervisor (Battalion Chief)	FCS5	-	1	1	1	1	-
Deputy Fire Marshal CRRO (Battalion Chief)	FCS5	1	1	-	-	-	-
Fire Captain	FCS4	29	29	29	29	29	-
Communication Supervisor (Fire Captain)	FCS4	1	-	-	-	-	-
Assistant Fire Marshal (Fire Captain)	FCS4	-	-	-	-	-	-
Deputy Fire Marshal (Fire Captain)	FCS4	-	-	-	-	-	-
Assistant Fire Marshal (Fire Lieutenant)	FCS3	2	2	2	-	-	-
Deputy Fire Marshal (Fire Lieutenant)	FCS3	2	3	4	-	-	-
Fire Prevention Lieutenant	FCS3	-	-	-	6	6	-
Fire Inspector/Investigator (Fire Lieutenant)	FCS3	1	1	-	-	-	-
Fire Lieutenant	FCS3	59	59	59	59	59	-
Fire Prevention Equipment Operator	FCS2	-	-	-	6	6	-
Fire Equipment Operator	FCS2	75	77	77	77	77	-
Fire Inspector (Fire Equipment Operator)	FCS2	1	-	-	-	-	-
Fire Inspector/Investigator (Fire Equip. Oper.)	FCS2	4	4	5	-	-	-
Fire Plans Examiner (Fire Equipment Operator)	FCS2	-	-	1	-	-	-
Fire Prevention Firefighter*	FCS1				-	-	-
Firefighter*	FCS1	213	215	215	233	233	-
Probationary Fire Fighter (NCS)*	FNCS1	-	-	18	3	3	-
TOTAL SWORN JOB GRADE SUMMARY		406	410	429	434	434	-

*Since the Probationary Fire fighter position (FNCS1) exists for one year from the date of hire, the total combined number of Probationary Fire Fighters (FNCS1) and Fire Fighters (FCS1) shall not exceed 236.

NON-SWORN JOB GRADE SUMMARY	GRADE	Actual FY 2021-22	Actual FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Amended FY 2024-25	Change from Budget
Director of Emergency Management	134	1	1	1	-	-	-
Deputy Director of Emergency Management	132	1	1	1	-	-	-
Fire Protection Engineer	124	1	1	-	-	-	-
Management Assistant	122	2	2	2	1	1	-
Public Safety Dispatcher II	121	9	9	10	10	10	-
Emergency Management Specialist	122	-	1	1	-	-	-
Senior Equipment Technician	118	-	2	3	2	2	-
Equipment Technician	117	5	3	2	3	3	-
End User Support Technician	117	1	1	1	1	1	-
Administrative Assistant	112	5	5	5	5	5	-
Public Safety Dispatcher I	119	3	3	2	2	2	-
Emergency Management Planner	122	1	-	-	-	-	-
Storekeeper	111	1	1	1	-	-	-
Laborer	108	1	1	-	-	-	-
Lead Equipment Technician	123	-	1	1	1	1	-
Equipment Maintenance Foreman	123	1	-	-	-	-	-
Fire Facilities Building Maintenance Leader	120	-	1	1	1	1	-
Fire Facilities Maintenance Technician	118	-	-	1	1	1	-
Public Information Officer	123	1	1	1	1	1	-
Fire Plans Examiner	120	-	1	-	-	-	-
Fire Facilities Project Manager	118	1	-	-	-	-	-
Outdoor Warning Logistics Technician	116	1	1	1	-	-	-
TOTAL NON-SWORN JOB GRADE SUMMARY		35	36	34	28	28	-
TOTAL JOB GRADE SUMMARY		441	446	463	462	462	-

AI# 13164
Regular City Council Meeting
01/28/2025:

6. 5.

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 14, amending the FY 2024-25 Budget for municipal purposes respecting the General Facilities Capital Project Fund in connection with Resolution No. 2024-R0582 for Capital Improvement Project Document Management System, regarding City Secretary Capital; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate revenue in the amount of $450,000 for the General Facilities Capital Project Fund from MCCi LLC and Diada LLC, per the settlement agreement.
II. Amend Capital Improvement Project (CIP) 8665, Document Management System, and appropriate $450,000, from $215,000 to $665,000. Funding will be revenue from MCCi LLC and Diada LLC, per the settlement agreement.

The purpose of Budget Amendment 14 is to receive revenue in the amount of $450,000. This amount is to be added to the City Secretary's FY 2024-25 Budget in the General Fund.

Between the two companies, MCCi LLC will pay $200,000 and Daida LLC will pay $250,000, per the Settlement Agreement in connection with Resolution NO. 2024-R0582. This is due to damage done to City Records. On November 1,2022, a third-party company picked up boxes containing City Records from Daida LLC. Upon delivery, it was discovered that there had been physical damage to the boxes and some records.

The City sent a demand letter to MCCi LLC, to pay for damages and to recreate and rebind the records, to which an additional letter was sent from MCCi LLC to Daida LLC, seeking defense and indemnity, per their contract. Both companies denied the City's allegations. In the end, a Settlement Agreement was established, and both companies together are to pay a total of $450,000 for damages.

Fiscal Impact

The funding in the amount of $450,000 received from the settlement agreement, will be appropriated to the General Facilities Capital Project Fund in Capital Improvement Project Document Management System (8665).

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 14

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FACILITIES CAPITAL PROJECT FUND IN CONNECTION WITH RESOLUTION NO. 2024-R0582 FOR CAPITAL IMPROVEMENT PROJECT DOCUMENT MANAGEMENT SYSTEM; 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 2024-25 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. The City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2024-25 (Budget Amendment #14) for municipal purposes, as follows:

I. Accept and appropriate revenue in the amount of $450,000 for the General Facilities Capital Project Fund from MCCi LLC and Diada LLC per the settlement agreement.
II. Amend Capital Improvement Project (CIP) 8665, Document Management System, and appropriate $450,000, from $215,000 to $665,000. Funding will be revenue from MCCi LLC and Diada LLC per the settlement agreement.

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

SECTION 3. 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:

_____
Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

_____
Mitch Satterwhite
First Assistant City Attorney

ccdocsII/BudgetFY24-25.Amend14.ord
January 17, 2025

AI# 13152
Regular City Council Meeting
01/28/2025:

6. 6.

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance No. 2025-O0005, granting Southwestern Public Service (SPS) D/B/A Excel Energy, the Right To Conduct Business effective January 28, 2025, or thirty (30) days from the last publication of this ordinance, whichever occurs later. The term of this franchise granted to SPS shall be for twenty (20) years from the date the franchise becomes effective. As compensation and rental for the use of the streets, alleys and public ways of the City in the conduct of its business under this franchise, SPS will pay the City each year of the life of this franchise, beginning February 1, 2025, a sum of money equal to five percent (5%) of the annual gross receipts of SPS from its retail electric lighting and power sales for consumption within the corporate limits of the City.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance.

The Franchise Authorization provides Southwestern Public Service (SPS) with the right to enter upon, erect, construct, maintain, extend, repair, replace, and remove in, under, upon, within, over, above, across, and along any and all of the present and future public roads, highways, streets, lanes, alleys, and other public rights-of-way of the City now or hereafter owned or controlled by the City, a system of poles, pole lines, towers, distribution lines, transmission lines, underground and above ground lines, wires, guys, cables, conduits, transformers, and other distribution and transmission equipment, facilities and appurtenances necessary, proper, or reasonably needed for the transmission and distribution of electricity into, in, within, from, across, and through the City as now existing or as the said City limits may hereafter be extended to the extent City is authorized to grant such right.

SPS is authorized to use said poles, lines, towers, wires, guys, conduits, transformers, and other distribution and transmission equipment, facilities and appurtenances for the transmission, distribution, delivery and sale of electricity to the City and to the inhabitants of the City, or any other person or persons, firms, or corporations wherever located, for use by such purchaser or purchasers for any purpose authorized by law, for which electricity may be used or for any other purpose or use which is or may become normal or customary in the retail electric industry in Texas.

Fiscal Impact

A franchise fee assessment will be utilized as compensation and rental for the use of the streets, alleys, and public ways of the City, in the conduct of its business. SPS will pay the City each year of the life of this franchise, beginning February 1, 2025, a sum of money equal to five percent (5%) of the annual gross receipts of SPS from its retail electric lighting and power sales, for consumption within the corporate limits of the City.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Joe Jimenez, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

FRANCHISE AGREEMENT

AN ORDINANCE GRANTING TO SOUTHWESTERN PUBLIC SERVICE COMPANY ("SPS") D/B/A XCEL ENERGY THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY OF LUBBOCK, TEXAS ("CITY"), AN ELECTRICAL LIGHTING AND POWER BUSINESS AND TO ENTER UPON, ERECT, CONSTRUCT, MAINTAIN, EXTEND, REPAIR, REPLACE AND REMOVE IN, UNDER, UPON, WITHIN, OVER, ABOVE, ACROSS AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE PUBLIC ROADS, HIGHWAYS, STREETS, LANES, AND ALLEYS OF THE CITY OF LUBBOCK, A SYSTEM OF POLES, POLE LINES, TOWERS, DISTRIBUTION LINES, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS, TRANSFORMERS, AND OTHER DISTRIBUTION AND TRANSMISSION EQUIPMENT, FACILITIES AND APPURTENANCES NECESSARY OR PROPER FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY INTO, IN, WITHIN, FROM, ACROSS, AND THROUGH THE CITY OF LUBBOCK, AS NOW EXISTING, OR AS SAID CITY LIMITS MAY HEREAFTER BE EXTENDED; AND GRANTING SPS, ITS SUCCESSORS AND ASSIGNS, THE AUTHORITY TO USE SUCH FOR THE PURPOSE OF TRANSMISSION, DISTRIBUTION, DELIVERY AND SALE OF ELECTRICITY TO THE CITY, AND TO THE INHABITANTS OF THE CITY, OR ANY OTHER PERSON OR PERSONS, FIRMS OR CORPORATIONS, WHEREVER LOCATED WITHIN OR WITHOUT THE CITY LIMITS OF LUBBOCK, FOR USE BY SUCH PURCHASER OR PURCHASERS FOR ANY PURPOSE AUTHORIZED BY LAW FOR WHICH ELECTRICITY MAY BE USED OR FOR ANY OTHER PURPOSE OR USE WHICH IS OR MAY BECOME NORMAL OR CUSTOMARY IN THE RETAIL ELECTRIC INDUSTRY IN TEXAS; PROVIDING THAT THIS FRANCHISE SHALL BE EFFECTIVE FOR A PERIOD OF TWENTY (20) YEARS COMMENCING UPON AND EXTENDING FROM THE EFFECTIVE DATE OF THIS ORDINANCE AFTER FINAL PASSAGE HEREOF ; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING OR LOWERING BY SPS OF ITS WIRES AND OTHER APPURTENANCES; PROVIDING FOR THE RIGHT TO, AND CONDITION OF, THE OPENING OF PAVEMENTS AND SIDEWALKS BY SPS; RETAINING ALL RIGHTS OF CITY TO REGULATE THE LOCATION OF SPS'S FACILITIES IN, UPON, ALONG, UNDER AND OVER THE STREETS, ALLEYS AND OTHER PUBLIC PLACES OF CITY, AS WELL AS TO REQUIRE THE RELOCATION OF SAME; PROVIDING FOR EFFICIENT ELECTRICAL SERVICE AND THE MAINTAINING OF SPS'S FACILITIES; PROVIDING COMPENSATION, AND METHOD OF PAYMENT OF SUCH, TO THE CITY FOR THE USE BY SPS OF THE STREETS, ALLEYS AND PUBLIC WAYS OF THE CITY PROVIDING FOR THE MAINTAINING OF RECORDS BY SPS WITH RIGHT OF INSPECTION BY CITY RESERVING TO CITY ALL POWERS OF REGULATION; PROHIBITING ASSIGNMENT EXCEPT BY CONSENT BY CITY EXCEPT IN CERTAIN CASES; GIVING CITY'S CONSENT TO THE CUTTING AND TRIMMING BY SPS OF CONFLICTING TREES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; REPEALING ALL PREVIOUS ELECTRICAL LIGHTING AND POWER FRANCHISE ORDINANCES AND RELATED RELEASE; PROVIDING FOR THE PUBLICATION OF THIS FRANCHISE ORDINANCE AND ITS ACCEPTANCE BY SPS.

WHEREAS, the City granted to Southwestern Public Service Company ("SPS") a franchise to operate and maintain an electric system in the City via Ordinance No. 2003-O0110, finally passed by the City Council on October 10, 2023.

WHEREAS, the electrical lighting and power franchise previously granted by the City Council of the City expires on October 10, 2023, and it appearing to this Council that the renewal of the franchise is expedient and wise, and will be of benefit to both SPS and the City; NOW, THEREFORE,

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

I. Franchise Authorization

That subject to the terms, conditions, and provisions of this ordinance, the City of Lubbock, Texas, hereinafter referred to as "City", does hereby grant unto Southwestern Public Service Company, a corporation incorporated under the laws of the State of New Mexico, having a permit to do business in the State of Texas, hereinafter referred to as "SPS", its successors and assigns, the right, privilege and franchise to conduct an electrical lighting and power business within the boundaries of the City, as such boundaries now exist or may hereafter be extended.

SPS shall have the right to enter upon, erect, construct, maintain, extend, repair, replace, and remove in, under, upon, within, over, above, across, and along any and all of the present and future public roads, highways, streets, lanes, alleys and other public rights-of-way of the City now or hereafter owned or controlled by the City a system of poles, pole lines, towers, distribution lines, transmission lines, underground and above ground lines, wires, guys, cables, conduits, transformers, and other distribution and transmission equipment, facilities and appurtenances necessary, proper or reasonably needed for the transmission and distribution of

electricity into, in, within, from, across and through the City as now existing or as the said City limits may hereafter be extended to the extent City is authorized to grant such right.

SPS is authorized to use said poles, lines, towers, wires, guys, conduits, transformers, and other distribution and transmission equipment, facilities and appurtenances for the transmission, distribution, delivery and sale of electricity to the City and to the inhabitants of the City or any other person or persons, firms or corporations wherever located for use by such purchaser or purchasers for any purpose authorized by law for which electricity may be used or for any other purpose or use which is or may become normal or customary in the retail electric industry in Texas.

II. Term.

The term of this franchise granted to SPS shall be for twenty (20) years from the date the franchise becomes effective as outlined below. The franchise rights and privileges shall be in full force and effect January 28, 2025 or thirty (30) days from the last publication of this Ordinance, whichever occurs later, provided SPS has formally accepted this franchise as provided in Section XX.

III. Franchise Fee/Payment.

As compensation and rental for the use of the streets, alleys and public ways of City in the conduct of its business under this franchise, SPS shall pay the City each year of the life of this franchise, beginning February 1, 2025, a sum of money equal to five percent (5%) of the annual gross receipts of SPS from its retail electric lighting and power sales for consumption within the corporate limits of the City. All amounts payable to the City under this section shall be surcharged to SPS's customers taking electric service within the corporate limits of the City. The franchise payments shall be due and payable monthly with the first payment to be due and payable on January 15, 2024. Each subsequent payment shall be due on the 15th day of each

month thereafter for the remaining life of this franchise. Each payment shall be based on the gross receipts of SPS during the preceding calendar month. Said monthly payments above provided shall be exclusive of and in addition to ad valorem taxes.

All money due and payable to City by SPS computed under the terms of the previous franchise shall be payable to the time that computation begins under this franchise.

Any and all such payments made by SPS pursuant to this Section shall be credited on any amount imposed, levied, or assessed against SPS by the City, pursuant to ordinance or otherwise, at any time as a charge (whether designated as rental, tax, or otherwise) for the use by SPS of the City's streets, alleys, and public rights-of-way. The term "Gross Receipts" as herein used, shall include all receipts from the sale of electric energy in SPS's certificated territory in the corporate limits of Lubbock, Texas. The term "gross receipts" shall also include all fees, commissions, collections, rents, royalties, and any income associated directly or indirectly with the sale of electric lighting and power within the corporate limits of Lubbock, Texas. Notwithstanding the general definition above, "gross receipts" shall not include revenues collected for franchise fees or sales taxes, and does not include bad debt from gross receipts billed but not paid and not collected. Any revenue subsequently received by SPS that was previously determined to be bad debt by SPS shall be subject to the franchise fee. SPS's wholesale sale of electric lighting and power to the City's municipally owned electric utility are not covered by this Franchise Agreement and are not included in "Gross Receipts."

It is further understood and agreed to by SPS that the franchise fee authorized herein shall form the basis for which any franchise fee is authorized and calculated according to state law.

All franchise fees that SPS fails to pay within the time period specified in this section shall bear interest according to the following formula: for the period January 1 through June 30, the prime rate last published in the *Wall Street Journal* in the preceding December plus two

percent (2%); and for the period from July 1 through December 31, the prime rate last published in the *Wall Street Journal* in the preceding June plus two percent (2%).

IV. Pole Location.

Within the streets or other public rights-of-way of the City, the location and route of all poles, stubs, guys, anchors, lines, conduits, underground duct lines, manholes, and cables placed and constructed and to be placed and constructed by SPS in the construction and maintenance of its electrical lighting and power system in, within, through, or under the streets, alleys, or other public rights-of-way of the City shall be subject to reasonable and proper regulation, control, and direction of the City, or of the City official to whom such duties have been or may be delegated.

All poles, guys, or anchors erected by SPS shall be so set that they will not cause diversion of surface waters in any gutter or drain so as to cause damage to adjoining property, and so that the same will interfere as little as practicable with the ordinary travel on the streets, sidewalks and other public rights-of-way of the City; the regulation and control herein reserved shall include, without limitation, the right of the City to require SPS, at SPS's expense, to relocate its poles, lines, or conduits so as to permit the following activities undertaken by the City on its behalf:

a. The widening or straightening of any street, alley or public right-of-way located within the City.
b. The closing, opening or relocation of any street, alley or public right-of-way within the City.
c. The location or relocation of any water or sewer lines within the City.
d. The changing of grade of any street, alley, curb, or sidewalk within the City.
e. The construction and maintenance of parks and other public improvements owned by the City located within the City.

In all cases where SPS is required to relocate, change the route of, or the position of the poles, lines, or the conduits, as a result of a request by the City, the City shall provide ninety (90) days advance written notice to SPS specifying the new location, route, or position of the poles, lines, or conduits involved. SPS shall be entitled to be paid for its cost and expenses of any

relocation, raising, or lowering of its wires, required by the City, pursuant to this Section or Section V, only if such expenses or costs are reimbursable or payable to SPS or the City by the State of Texas, the United States, or any governmental agency or subdivision of either, whether directly or indirectly. However, nothing herein shall impose any obligation on the City to pay such costs and expenses except to the extent it actually receives funds from the United States, the State of Texas, or any governmental agency or subdivision of either, for the reimbursement or payment of same. The provisions of this section shall not apply to improvements made by SPS on private easements purchased by SPS and recorded prior to any dedication of any street, alley or public way. In this latter event, SPS shall be reimbursed its costs and expenses of relocating facilities.

V. Temporary Relocation.

SPS, on written reasonable request of any responsible person, firm, corporation, or governmental authority, shall relocate, raise or lower its wires, where located on, in, or over the streets, alleys and other public ways of City, temporarily to permit construction work in the vicinity thereof, or to permit the moving of houses, or other bulky structures. The expense of such temporary relocation, raising or lowering of such wires shall be paid by the benefited party or parties, and SPS may require the payment in advance, being without obligation to remove, raise, or lower its wires until such payment shall be made; provided, however, that no such payment shall be required of the City except as provided in Section IV. SPS shall be given prior written notice to arrange for such temporary wire relocations. The time period and manner for providing prior written notice shall be as specified in SPS's tariff(s) governing temporary raising or lowering of lines, as may be amended from time to time, currently Rules Tariff Sheet No. V-

32. Currently, Rules Tariff Sheet No. V-32 requires at least seven (7) days prior written notice. In the event of an emergency, such notice period may be shortened to seventy-two hours.

VI. Excavation of Sidewalks.

If it becomes necessary in furnishing electricity as contemplated under this franchise, the City grants to SPS the right and privilege to take up pavements and sidewalks, if any, in and upon said streets, alleys, and highways in the City for the purpose of making such excavation and installation as may be necessary; provided, however, that SPS shall not take up or excavate any pavement at any time without first securing the written permission of the City Manager or their designated representative, which permission will not be unreasonably withheld; and provided further, that all excavations and installations so made shall be performed in a reasonable manner as will cause the least inconvenience to the public, and SPS shall promptly restore, or cause to be restored to as good condition as before working thereon all such pavements, sidewalks, streets, alleys, or highways excavated by it to the reasonable satisfaction of the City Manager or their designated representative.

VII. Facilities Damage.

If any facilities of the City shall be in any respect damaged or injured by SPS or any of its officers, agents, or employees in connection with the negligent performance of work done under this Franchise Agreement upon the streets, avenues, alleys, or other public places of the City of Lubbock, then SPS shall pay for such damage. Conversely, if any of the facilities installed by SPS hereunder shall be in any respect damaged or injured by the City or any of its officers, agents, representatives, or employees, in connection with the performance of any work or repairs that may be done upon the streets, avenues, alleys, and other public places of the City of Lubbock, but not including work or repair for or related to the City's municipally owned electric utility, SPS shall not be entitled to prosecute or maintain a claim against the City of Lubbock for

any such damage or injury so sustained by it, except where such damages are the result of willful acts or gross negligence of the officers, agents, representatives or employees of City, and said right is hereby waived.

VIII. City's Sovereignty.

The City, by the granting of this franchise, does not surrender or to any extent lose, waive, imperil, or lessen the lawful powers and rights now or hereinafter vested in the City under the Constitution and Statutes of the State of Texas and under the Charter of the City to regulate the rates for services of SPS; and SPS, by its acceptance of this franchise, agrees that all such lawful regulatory power and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at the City's discretion.

Notwithstanding anything contained in this ordinance to the contrary, all work done in connection with the construction, repair, maintenance, and operation of all facilities of SPS is subject to the continuing police power of the City; and SPS shall comply with all present and future laws, ordinances, and regulations, except when such compliance is in conflict with that authority specifically surrendered by the City herein.

IX. Electric Service Provided.

It shall be SPS's obligation hereunder to furnish efficient electrical service to meet standards of the industry for the area. SPS shall serve every eligible consumer in the franchise area that requests service, subject to lawful policies and rules or SPS regarding cost, customer deposits, return on investment, access and other reasonable factors. SPS shall not discriminate against any person, corporation, firm, or association in the charge for such electrical current or in the service rendered under like circumstances. SPS shall not directly or indirectly grant any discount or rebate, or give things of value to circumvent the rate schedule as approved by the

appropriate regulatory authority. In order to meet competition, nothing herein shall prevent SPS from doing anything that is lawfully done by the City's municipally owned electric utility.

X. Nonexclusive.

Nothing contained in this Ordinance shall be construed as conferring upon SPS any exclusive rights or privileges of any nature whatsoever.

XI. Annual Receipts Report/Right to Audit.

SPS shall on the 1st day of February of each year of the life of this franchise, file or cause to be filed, a statement, certified by a duly qualified officer of SPS, showing the gross receipts of SPS within the City of Lubbock (as defined above) during the twelve months ending on the 31st day of December immediately preceding. For the purpose of determining the amount of the gross receipts of SPS, SPS shall keep in its office at the disposal of and open to inspection by any auditor authorized and appointed by City at all reasonable times, books of accounts and other records showing a full, true, complete and accurate account of the gross receipts of SPS from its electric lighting and power sales for consumption within the corporate limits of the City for the prior three calendar years.

XII. Indemnification.

SPS shall indemnify and save the City harmless from all claims, demands, or causes of action brought against the City occasioned by or arising out of the construction, reconstruction, maintenance, or repair of SPS's electrical lighting and power system, or in any way growing out of the granting of this franchise either directly or indirectly; provided, however, that the provisions of this Section shall not be applicable to any claims, damages, actions, or causes of actions proximately resulting from the City, its officers, agents, representatives, or employees, for which the City is otherwise liable as provided herein.

XIII. Authority.

In granting this franchise it is understood that the lawful power vested by law in the City to require all persons or corporations to discharge the duties and undertaking for the performance of which this franchise was made, is reserved; this grant is made subject to all the rights, powers, and authorities either of regulation or otherwise reserved to the City by its Charter or by the general laws of the State.

XIV. Assignment/Transfer of Franchise.

The rights, franchises and privileges hereby granted shall not be transferred or assigned by SPS except with the consent of the City Council of the City of Lubbock expressed by Ordinance passed by said City Council; provided, however, SPS may mortgage or pledge its rights hereunder for security or obligations owing by SPS; and provided further, that a transfer could be made in a merger, consolidation, or re-organization proceeding to which SPS is a party or to a subsidiary corporation or affiliate corporation of SPS or wherein SPS sells its entire physical assets. It is specifically recognized that under the Public Utility Regulatory Act, Chapter 39, Restructuring of Electric Utility Industry, it is anticipated that at some date in the future SPS will unbundle into a power generation company, a retail electric provider, and a transmission and distribution utility. At the time of such unbundling to comply with retail electric deregulation, the franchise granted herein will go with the distribution utility and the franchise fee thereafter will be calculated as provided in Section III of this franchise.

In the event of contemplated transfer of this franchise, under the terms of this section permitting transfer without consent of City Council, SPS shall notify the City of the contemplated transfer by written notice delivered to the City Secretary not less than sixty (60) days prior to accomplishment of any merger, consolidation, or re-organization proceeding or transfer of its entire physical assets; and will provide the City Council an opportunity to confer with the proposed transferee concerning proper acceptance of the terms of this franchise.

Prior to exercising any rights hereunder, any purchaser or transferee of SPS shall file with the City Manager or their designated representative a written acceptance of this franchise setting forth an agreement to be bound by all terms and provisions hereof.

XV. Tree Trimming

To the extent that the City has authority to do so, it gives to SPS, during the life of this franchise, the right, license, privilege, and permission to trim trees upon and overhanging the streets, alleys, sidewalks, and public places of the City, so as to prevent the branches of such trees from coming in contact with the wires or other equipment of SPS. SPS agrees that it will fully protect and indemnify the City from any and all claims, demands, actions, causes of actions, damages, and expenses arising because of such trimming by SPS under the provisions of this Section.

XVI. Notice of Default.

The franchise rights and privileges hereinabove granted to SPS, its successors and assigns are and shall be at all times, during the term and life of this franchise, contingent upon the faithful and punctual performance of and compliance with all acts, requirements and provisions of this Ordinance, and any amendment hereof, by SPS, its officers, agents and employees on its part to be performed, complied with and abided by, and if at any time SPS shall refuse, fail to keep, perform, or comply with and abide by all and singular the acts, requirements, and provisions of this Ordinance, or any amendment, within sixty (60) days from receipt of written notice from the City Manager or their designated representative acting by Order of the City Council setting forth in detail the facts constituting default of SPS and what is required to cure such default; and upon continued failure of SPS to keep, perform, comply with, and abide by such acts, requirements, and provisions of this Ordinance, or any amendment or failure to cure the default set forth in such written notice, the City Council may terminate, at its option, this Franchise and all privileges and

rights herein granted to said SPS. The notice herein mentioned shall be sufficient, if given to the Director, Customer and Community Relations for SPS located in Amarillo, Texas.

XVII . Removal of Dangerous Objects.

The City shall have power at any time to require SPS to remove and abate at its own expense any installation or structure that is dangerous to life or property, and in case SPS, after reasonable notice, fails or refuses to act, the City shall have the power using reasonable means and methods to remove or abate the same at expense of SPS, all without compensation or liability for damages to SPS.

XIX. No Authorization

SPS agrees and acknowledges that this agreement does not authorize or permit SPS to synchronously connect to or access the power grid in the Electric Reliability Council of Texas (ERCOT) power system without the proper federal and state approvals. Any non-synchronous service requests from the ERCOT grid will be analyzed on a case-by-case basis.

XXXVIII . Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional, void, or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby.

XIX. Prior Franchise Repealed and Release.

This franchise replaces all former franchise ordinances granted to SPS or its predecessors, which are hereby repealed, which repeal is effective as of the time the franchise herein granted takes effect. There is specifically and particularly repealed, effective as of that time, Ordinance No. 8341 passed by the City of Lubbock on the second reading July 22, 1982, granting to Southwestern Public Service Company, its successors and assigns, a franchise for a period of

twenty (20) years, as amended by Ordinance No. 9329 passed by the City of Lubbock on the second reading February 8, 1990.

The City and SPS further release, acquit and forever discharge the other party for any further claims or unresolved issues arising out of any audit conducted by the City regarding the prior franchise and the method of calculating the franchise fee for the period between the termination of the prior franchise and December 1, 2023, the effective date of new definitions to be used in calculating the franchise fee under this franchise. However, nothing contained herein relieves SPS of their obligation to continue to pay a franchise fee to the City under the terms of the prior franchise until the effective date of this franchise and as outlined in Section III above.

[continues on next page]

XX. Final Passage/Acceptance

SPS shall, within thirty (30) days from the date of the final passage of this Ordinance by the City Council of the City of Lubbock, file with the City Secretary a written statement signed in its name and behalf by an officer of SPS duly authorized by its Board of Directors in the following form:

"The Honorable Mayor and the City Council of the City of Lubbock:

"Southwestern Public Service Company, for itself, its successors and assigns, hereby accepts the attached Ordinance finally passed by the City Council of Lubbock, the _____day of _____, 2025, and agrees to be bound by all of its terms and provisions.

Southwestern Public Service Company

By: _____
Name: Adrian Rodriguez
Title: President

"Dated the _____ day of _____, 2025."

The full text of this Ordinance shall, after final passage by the City Council of the City of Lubbock, be published once each week for three (3) consecutive weeks in a newspaper of general circulation published in the City of Lubbock, and the expense of such publication shall be borne by SPS. Upon said publication being completed, and the acceptance of this Ordinance by SPS as herein provided, this Ordinance shall take effect thirty (30) days after its last publication.

AND IT IS SO ORDERED.

Passed by City Council on first reading this _____ day of _____, 2025.

Passed by City Council of second reading this _____ day of _____, 2025.

_____
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

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023, through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Central Business District Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Item Summary

The City Council created the Central Business District (CBD)Tax Increment Financing (TIF) Reinvestment Zone and appointed the Central Business District TIF Reinvestment Zone Board on December 3, 2001. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a tax increment financing zone. The report must be provided within 150 days of the end of the City's fiscal year, and a copy must also be uploaded to the State Comptroller's Office database.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received; and
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

City Staff prepared the 2024 annual report, which includes all the information required by the above statute, and submitted it to the Central Business District TIF Board of Directors for approval on January 15, 2025. A summary of the information included in the report is as follows:

Revenue received by the CBD TIF in FY 2023-24:

- $1,697,240 in property tax revenues
- $209,470 in interest earnings.

Expenses in the CBD TIF in FY 2023-24

- $78,524 for administrative costs,
- $2,003 for office supplies,
- $24,738 on professional services,
- $5,066 for Lubbock Central Appraisal District collection charges,
- $946,261 transferred to the Debt Service Fund to pay CBD TIF debt payment, and
- Capital expenditures of $73.5 thousand.

The City of Lubbock has issued bonds for the Central Business District TIF capital projects in the

amount of $12.6 million. The total amount of principal and interest remaining on the bonds issued is $10.4 million.

The Central Business District TIF 2024 appraised value is $297.3 million in 2024, with a current captured appraised value of $191.4 million. The base year value of the Central Business District TIF was $105,858,251. The current captured appraised value is the total value after the base year value is subtracted.

The Board of Directors approved the report at their January 15, 2025 meeting, and is submitting it to the City Council for approval.

Fiscal Impact

The total tax increment to be received by the Central Business District TIF for Tax Year 2024 is projected to be $1,686,763 from all taxing jurisdictions.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer
Central Business District Board of Directors

Attachments

Resolution
CBD TIF 2024 Annual Report

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Central Business District Tax Increment Financing Reinvestment Zone ("CBDTIF") Annual Report for October 1, 2023 through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the CBDTIF, and to the Comptroller of the State of Texas. Said Annual Report 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:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. CBDTIF – 2024 Annual Report
1.15.2025



Central Business District
Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2023 - September 30, 2024

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 7
Maps 8

City of Lubbock TEXAS

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

Introduction

The Lubbock City Council established the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 3, 2001, with a termination date of December 31, 2020, in order to promote the development of the CBD. The Zone was created after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing regarding the creation of the zone. On September 24, 2009 the Lubbock City Council held a public hearing and passed an ordinance extending the termination date of the Zone to December 31, 2040.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the City's fiscal year (September 30), and a copy must be submitted to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the Tax Increment Fund established for the Zone,
- Amount and purpose of expenditures from the Fund,
- Amount of principal and interest due on outstanding bonded indebtedness,
- Tax increment base and current captured appraised value retained by the Zone,
- Captured appraised value shared by the City and other taxing units,
- Total amount of tax increments received, and
- Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 28, 2025 upon the recommendation of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 15, 2025.



Mark W. McBrayer, Mayor
City of Lubbock

Dan Williams, Chairman
Central Business District TIF Board of Directors

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $191,393,272 in value since the 2001 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2024 Appraised Value (before abatements and exemptions)	$297,251,523
Less: 2001 Base Value	105,858,251
Current Captured Appraised Value Retained and Shared (before abatements)*	$191,393,272

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction/ Tax Rate	2024 Tax Rate	2001 Appraised Value	2024 Net Taxable Value	2024 Net Tax Increment Value	Projected TIF Fund Revenue (100% Collections)
City of Lubbock	$0.470120	105,858,251	291,694,932	185,836,681	$ 873,655
Lubbock County	0.334702	105,858,251	291,719,498	185,861,247	622,081
Lubbock County Hospital District	0.099679	105,858,251	291,719,498	185,861,247	185,265
High Plains Underground Water Conservation District #1	0.003100	105,858,251	291,719,498	185,861,247	5,762
Total Fund Revenue					**$ 1,686,763**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

Performance Report

The Board and the City Council are operating with the Fifth Amended Project and Finance Plans approved by the Board on March 22, 2017 and approved by the City Council on April 27, 2017. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future. The Project Plan describes the types of projects anticipated to occur in the district.

Revenues

In FY 2023-24, the Zone received $1,697,240 in property tax revenues and $209,470 in interest earnings. Any variance in the actual amount from the amount reported in the FY 2022-23 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects

The City Council has issued six series of Certificates of Obligation to fund public improvement projects for the Zone. The principal amount of Certificates of Obligation is as follows:

February 4, 2010	$ 247,564
March 15, 2011	1,404,380
May 1, 2014	2,165,000
April 28, 2015	2,690,000
April 15, 2016	2,005,000
April 15, 2017	4,110,000

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations.

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

Central Business District TIF Expenditures

	FY 2023-24	Expenditures To-Date
Capital Projects		
Public Utility Engineering and Coordination	$ -	222,148
Underground Utilities	-	7,111,115
EDA Grant	-	2,245,614
Glenna Goodacre Boulevard Extension	-	292,573
CBD TIF Special Projects	-	531,651
Gateways	3,228	3,567,331
Civic Center Hotel Project	-	53,045
Parking Master Plan	-	99,573
Historic District Designation	70,320	93,846
Utility Infrastructure Upgrades/Relocations	-	121,216
Civic Center Convention Center Hotel	-	-
Civic Park	-	2,009,908
Total Capital Project Expenditures	$ 73,548	16,348,020
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	$ 78,524	757,226
Office Supplies	2,003	14,942
Professional Services	24,738	158,126
LCAD Collections Charges	5,066	53,310
Capital Outlay	-	58,101
Subtotal Adminstrative Expenses	110,330	1,041,705
Special Projects		
Downtown Redevelopment Plan	-	100,000
Schrader & Cline - Project and Finance Plan	-	75,547
Civic Lubbock Guitar Project	-	8,500
Fiber Optic Line Relocation	-	25,254
SGS Engineering	-	8,396
Overland Partners	-	232,224
Primitive Social Agreement	-	199,300
McDougal Master Development Agreement	-	3,675,419
ROW Acquisition - GGB & Avenue Q	-	342,619
Civic Center Hotel Feasibility Study	-	49,686
Misc. Projects	-	37,631
Transfer to Capital Project Fund	-	1,720,548
Subtotal Special Projects	-	6,475,123
Bond Sale Charges	-	119,912
Total Expenditures	110,330	7,636,739
Transfer to Debt Service	**$ 946,261**	**8,556,426**

***Unaudited**

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

ALL CERTIFICATES & BOND ISSUES
BUDGET
CENTRAL BUSINESS DISTRICT TIF

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2024-25	640,000.00	300,954.19	940,954.19
2025-26	670,000.00	277,051.21	947,051.21
2026-27	685,000.00	251,896.53	936,896.53
2027-28	710,000.00	225,269.40	935,269.40
2028-29	740,000.00	197,733.05	937,733.05
2029-30	775,000.00	169,555.25	944,555.25
2030-31	790,000.00	142,190.20	932,190.20
2031-32	710,000.00	116,428.50	826,428.50
2032-33	720,000.00	91,050.00	811,050.00
2033-34	715,000.00	64,959.80	779,959.80
2034-35	620,000.00	40,050.00	660,050.00
2035-36	440,000.00	20,275.00	460,275.00
2036-37	305,000.00	6,100.00	311,100.00
	$ 8,520,000.00	**$ 1,903,513.13**	**$ 10,423,513.13**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the municipality. In establishing the Board, the City Council specified nine members with six members appointed by the City Council. City Council appointed Board representatives must be at least 18 years of age and be a resident of the county in which the zone is located or a county adjacent to that county or own real property in the zone. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Dan Williams, Chair
Williams & Company Real Estate
Term: 03/01/2023 – 03/01/25

Council Appointee: Robert Taylor
United Supermarkets – Corporate Office
Term: 03/01/24 – 03/01/26

Council Appointee: Jeremy Hamilton
Term: 03/01/23 – 03/01/25

Council Appointee: Gabe Vitela
Term: 03/01/24 – 03/01/26

Council Appointee: Brett McDowell
MGB Interests, LLC
Term: 03/01/24 – 03/01/26

Council Appointee: Suzanne Blake
Blake Cooper Financial
Term: 03/01/23 – 03/01/25

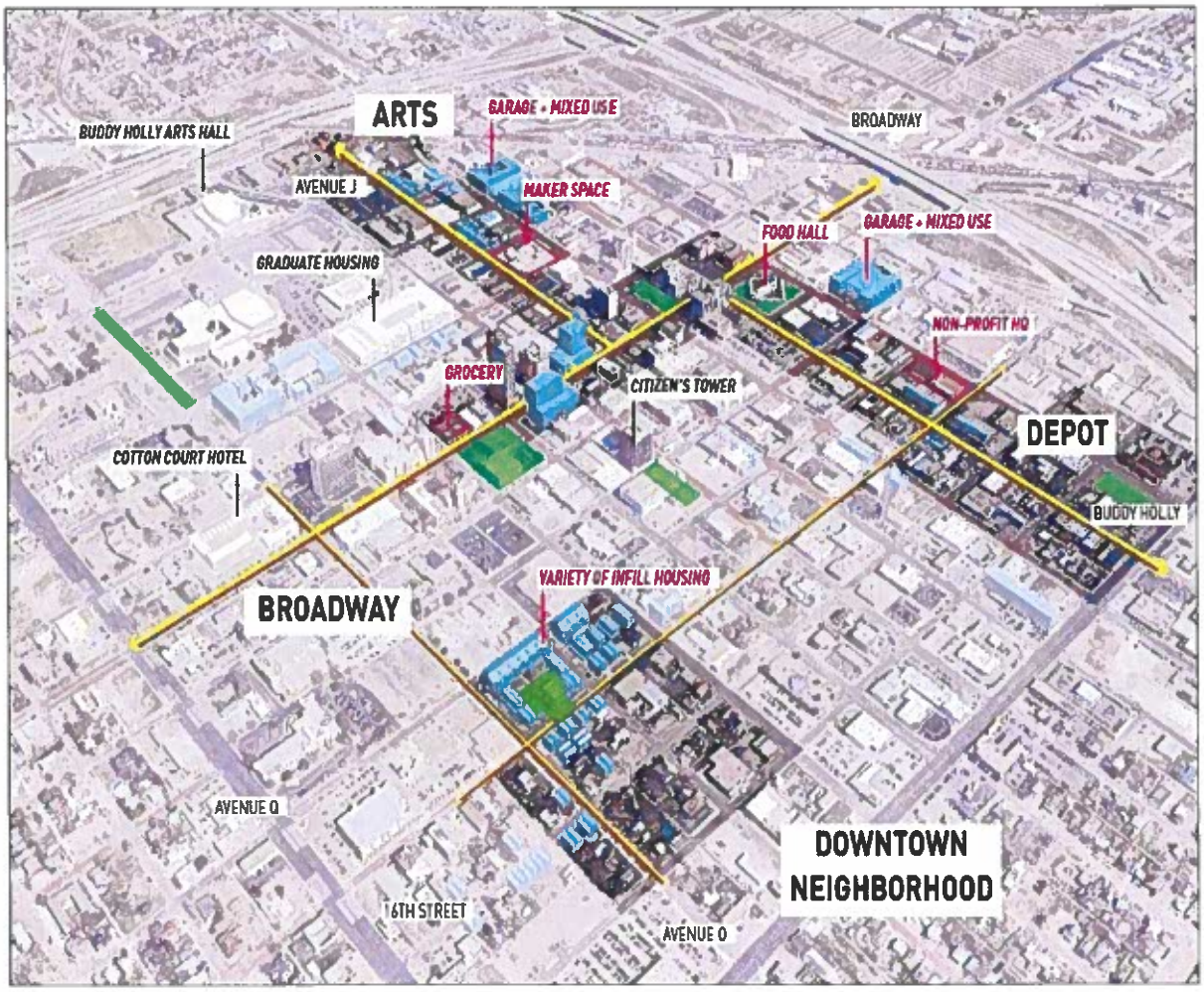
High Plains Underground Water Conservation District Appointee:
Jason Coleman, P.E., General Manager

Lubbock County Hospital District Appointee and Designee:
Mark Funderburk, Chief Executive Officer; Designee: Jeff Dane, C.F.O.

Lubbock County Commissioners Court Appointee:
Honorable Curtis Parrish, County Judge

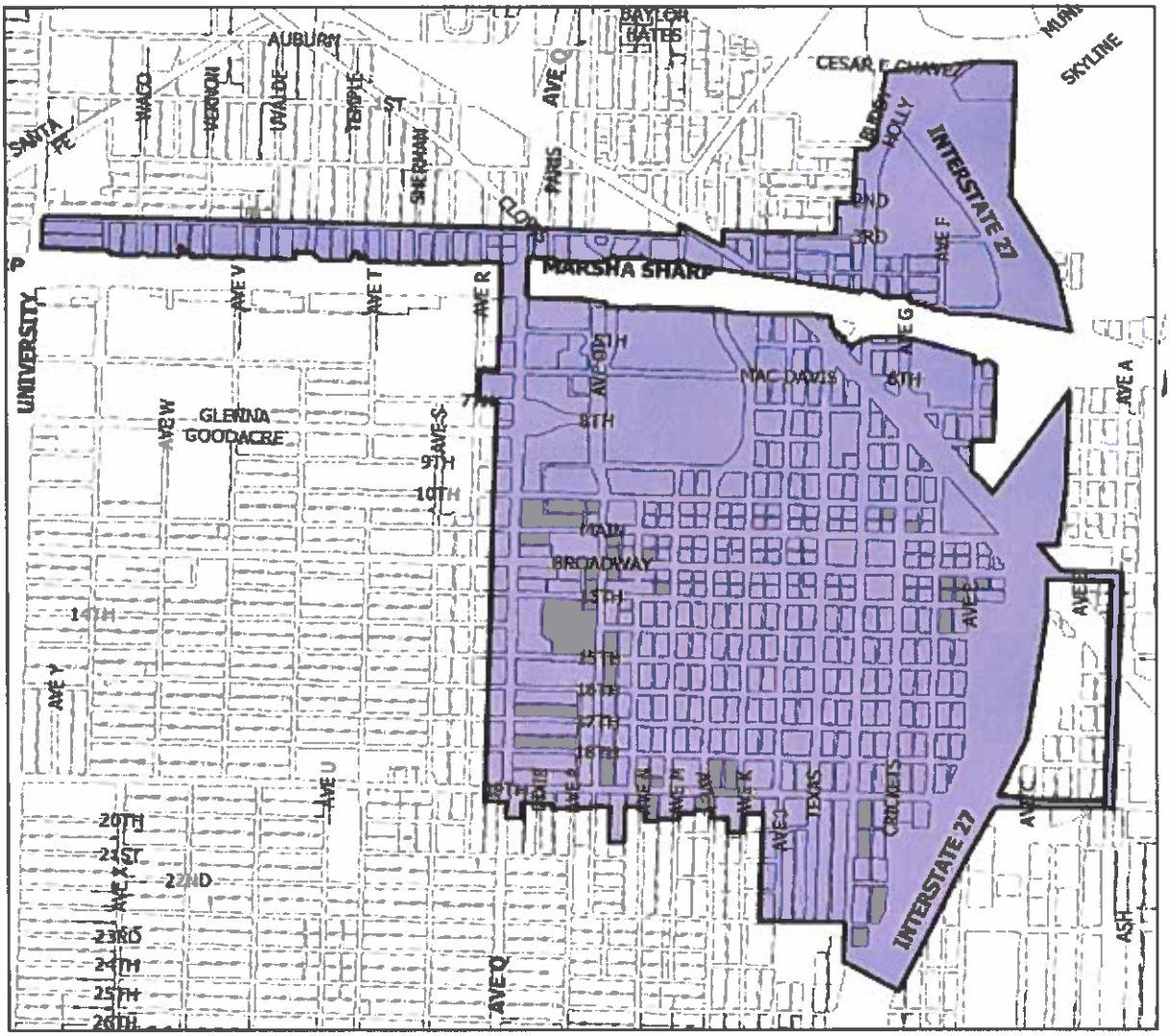
City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

CBD TIF Master Plan



City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023– September 30, 2024

Reinvestment Zone Boundary Map



Information

Agenda Item

Resolution - Finance: Consider a resolution approving the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023, through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park Tax Increment Financing Reinvestment Zone and to the Comptroller of the State of Texas.

Item Summary

The City Council created the Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone and appointed the Lubbock Business Park TIF Reinvestment Zone Board on December 16, 2009. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a tax increment financing zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be uploaded to the State Comptrollers Office database.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received; and
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

City Staff prepared the 2024 annual report, which includes all of the information required by the above statute, and submitted it to the Lubbock Business Park TIF Board of Directors for approval on January 15, 2025. A summary of the information included in the report is as follows:

Revenue received by the Lubbock Business Park TIF in FY 2023-24:

- $936,739 in revenues for value earned in 2023
- $95,983 interest earned

Expenses in the Lubbock Business Park TIF in FY 2023-24:

- $10,927 for administrative costs,
- $4,046 for professional services,
- $2,003 for Office Supplies,
- $79 for Lubbock Central Appraisal District collection costs, and
- Capital expenditures of $631,733.

The Lubbock Business Park TIF appraised value is $102.8 million in 2024, with a current captured appraised value of $98.3 million. The base year value of the Lubbock Business Park TIF was $410,486. The current captured appraised value is the total value after the base year value is subtracted.

The Board of Directors approved the report at their January 15, 2025 meeting and is submitting it to the City Council for approval.

Fiscal Impact

The total tax increment to be received by the Lubbock Business Park TIF for Tax Year 2024 is projected to be $891,838.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer
Lubbock Business Park TIF Board of Directors

Attachments

Resolution
LBP TIF 2024 Annual Report

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Lubbock Business Park Annual Report for October 1, 2023 through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park, and to the Comptroller of the State of Texas. Said Annual Report 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:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Lubbock Business Park – 2024 Annual Report
1.15.25

Lubbock Business Park Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2023 - September 30, 2024

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 5
Master Plan 6
Boundary Map 7

City of Lubbock TEXAS

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Introduction

The Lubbock City Council established the Lubbock Business Park Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 16, 2009 to promote the development of the Lubbock Business Park. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone. The termination of the Zone shall occur on December 31, 2039.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund (Fund) established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised taxable value retained by the Zone,
- ❑ Captured appraised taxable value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 28, 2025 upon the recommendation of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 15, 2025.

Mark W. McBrayer, Mayor
City of Lubbock

Sandy Henry
Lubbock Business Park TIF Board of Directors

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Financial Report

The net taxable value of the Zone is $98,673,674 for each taxing jurisdiction, an increase of $98,263,188 over the 2009 base year. Exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2024 Appraised Value	$102,789,261
Zone 2024 Net Taxable Value	98,673,674
Less: 2009 Base Value	410,486
Current Captured Net Taxable Value Retained and Shared *	$ 98,263,188

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2024 Tax Rate	2009 Taxable Value	2024 Net Taxable Value	2024 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.470120	410,486	98,673,674	98,263.188	$ 461,955
Lubbock County	0.334702	410,486	98,673,674	98,263,188	328,889
Lubbock County Hospital District	0.099679	410,486	98,673,674	98,263,188	97,948
High Plains Underground Water Conservation District #1	0.003100	410,486	98,673,674	98,263,188	3,046
Total Fund Revenue					$ 891,838

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Performance Report

The Board and the City Council are operating with the Project and Finance Plans approved by the Board on December 10, 2010 and approved by the City Council on January 27, 2011. The Project Plan describes the types of projects anticipated to occur in the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and how that revenue will be used to support potential projects.

Revenues
In FY 2023-24, the Zone received $936,739 in revenues for value earned in 2023, and $95,983 in interest earned. Any variance to the actual amount from the amount reported in the FY 2022-23 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects
There is no bonded indebtedness. The expenditures incurred in FY 2023-24 are:

Lubbock Business Park TIF Expenditures

	FY 2023-24	Expenditures To-Date
Capital Projects		
North King Street Project	$ -	703,034
Business Park Median Irrigation	631,733	1,339,947
Total Capital Project Expenditures		2,042,981
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	10,927	114,027
Office Supplies	2,003	5,399
Professional Services	4,046	50,278
LCAD Collections Charges	79	580
Interest Expense	-	(289)
Transfer to TIF CIP	100,000	5,318,202
Total Administrative Expenditures	$ 117,055	5,488,197

***Unaudited**

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the City. The City Council specified nine members, and six members are appointed by the City Council. City Council appointed Board representatives must be at least 18 years of age and be a resident of the county in which the zone is located or a county adjacent to that county or own real property in the zone. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Sandy Henry, Chair
Science Spectrum
Term: 3/01/23 – 3/01/25

Council Appointee: Sonny Garza
City Bank
Term: 3/01/23 – 3/01/25

Council Appointee: Tyler Young
Texas Tech Credit Union
Term: 3/01/23 – 3/01/25

Council Appointee: Christopher Hook
Term: 3/01/24 – 3/01/26

Council Appointee: Tony Whitehead
Prosperity Bank
Term: 3/01/24 – 3/01/26

Council Appointee: Dr. Kathy Rollo
Term: 3/01/24 – 3/01/26

High Plains Underground Water Conservation District Appointee and Designee:
Jason Coleman, General Manager

Lubbock County Hospital District Appointee and Designee:
Mark Funderburk, Chief Executive Officer Designee: Jeff Dane

Lubbock County Commissioners Court Appointee:
Honorable Jason Corley, County Commissioner

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

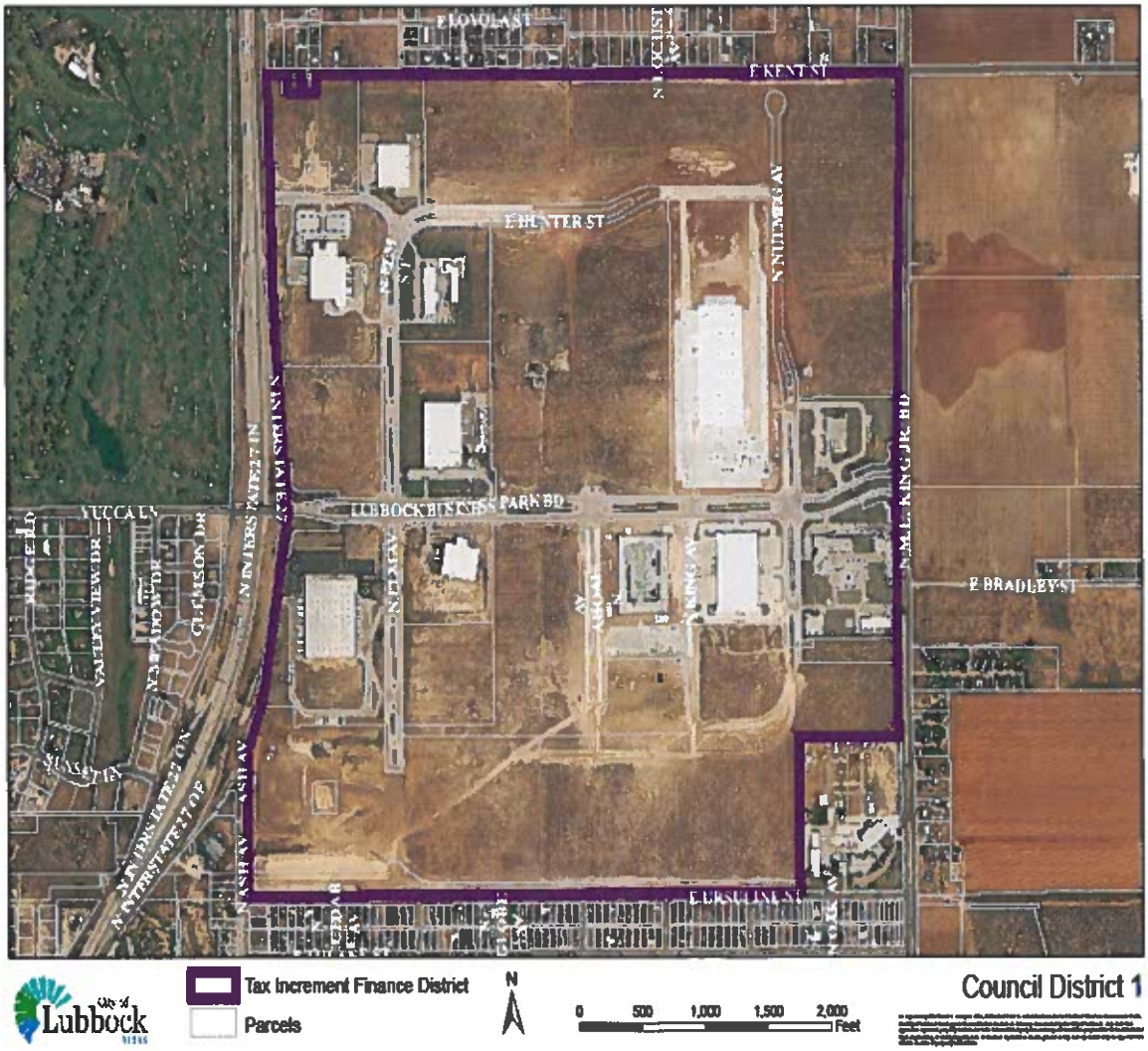
Lubbock Business Park Master Plan



City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Reinvestment Zone Boundary Map

Lubbock Business Park TIF



Information

Agenda Item

Resolution - Finance: Consider a resolution approving the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023, through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Item Summary

The City Council created the North Overton Tax Increment Financing (TIF) Reinvestment Zone and appointed the North Overton TIF Reinvestment Zone Board on March 14, 2002. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a tax increment finance zone. The report must be provided within 150 days of the end of the City's fiscal year, and a copy must also be sent to the State Comptroller's Office.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the tax increment fund established for the zone;
- Amount and purpose of expenditures from the fund;
- Amount of principal and interest due on outstanding bonded indebtedness;
- Tax increment base and current captured appraised value retained by the zone;
- Captured appraised value shared by the City and other taxing units;
- Total amount of tax increments received; and,
- Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

City Staff prepared the 2024 annual report, which includes the information required by the above statute, and submitted it to the North Overton TIF Board of Directors for approval on January 9, 2025. A summary of the information included in the report is as follows:

- Revenue received by the North Overton TIF in FY 2023-24:
  - $5.8 million in property tax revenues for the 2023 tax year,
  - $446,568 in hotel motel tax revenue for debt service on the conference center,
  - $91,616 revenue from the 1% of net revenue from the Overton Hotel and $84,512 incentive rent from the Overton Hotel, and
  - Interest revenue of $452,374.

- Expenses in the North Overton TIF in FY 2023-24:
  - $10,923 for administrative costs,
  - $2,053 for Office Supplies,
  - $7,991 for Professional Services,
  - $3,644 for Lubbock Central Appraisal District collection charges,
  - $2.5 million transfer to capital,

- $3,078,437 transferred to the Debt Service Fund to pay the North Overton TIF debt payment, and
- Capital expenses of $1.25 million

The City of Lubbock issued bonds for the North Overton TIF capital projects in the amount of $41.5 million. The capital projects included sewer, water, electric, streets, and landscaping in the parkway. The total amount of principal and interest remaining on the bonds issued is $7.4 million.

The North Overton TIF appraised value is $584.4 million in 2024, with a current captured appraised value of $557.5 million. The current captured appraised value is the total value after the base year value is subtracted.

The Board of Directors approved the report at their January 9, 2025 meeting, and is submitting the report to the City Council for approval.

Fiscal Impact

The total tax increment to be received by the North Overton TIF for Tax Year 2024 is projected to be $5,031,955 from all taxing jurisdictions.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer
North Overton TIF Board of Directors

Attachments

Resolution

North Overton TIF Annual Report

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2023 through September 30, 2024, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas. Said Annual Report 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:

_____
Joe Jimenez, Chief Financial Officer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. North Overton Tax Increment Financing Reinvestment Zone – 2024 Annual Report
1.15.25



North Overton Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2023 - September 30, 2024

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 7
Maps 8

City of Lubbock TEXAS

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Introduction

The Lubbock City Council established the North Overton Tax Increment Financing Reinvestment Zone (Zone) by ordinance on March 14, 2002 to promote the development of the North Overton area. The Zone was initiated by a petition of owners of more than 50 percent of the appraised value of land in the Zone. The petition was received on October 31, 2001. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone. The termination of the North Overton TIF shall occur on December 31, 2031.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided on or before the 150th day following the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised value retained by the Zone,
- ❑ Captured appraised value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 28, 2025 upon the recommendation of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors (Board) on January 9, 2025.

Mark W. McBrayer, Mayor
City of Lubbock

Jeff Dane, Chairman
North Overton TIF Board of Directors

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $557,469,556 in value since the 2002 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2024 Appraised Value (before abatements and exemptions)	$ 584,410,160
Less: 2002 Base Value	26,940,604
Current Captured Appraised Value Retained and Shared (before abatements)*	$ 557,469,556

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2024 Tax Rate	2002 Appraised Value	2024 Net Taxable Value	2024 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.470120	26,940,604	581,359,329	554,418,725	$ 2,606,433
Lubbock County	0.334702	26,940,604	581,369,729	554,429,125	1,855,685
Lubbock County Hospital District	0.099679	26,940,604	581,369,729	554,429,125	552,649
High Plains Underground Water Conservation District #1	0.003100	26,940,604	581,369,729	554,429,125	17,187
Total Fund Revenue					$ 5,031,955

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Performance Report

The Board and City Council are operating with the Fifth Amended Project and Finance Plans approved by the Board on December 10, 2009 and approved by the City Council on February 25, 2010. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and the potential project financing that revenue may support. The Project Plan describes the types of projects anticipated to occur in the Zone.

Revenues
For the year ended September 30, 2023, the Zone received $5.8 million in property tax revenues for the 2023 tax year. Any variance in the actual amount from the amount reported in the FY 2022-23 annual report can be attributed to uncollected taxes and/or exemptions. The Zone received $446,568 in hotel motel tax revenue for debt service on the conference center, $91,616 in revenue from the one percent of net revenue from the Overton Hotel and $84,512 in incentive rent from the Overton Hotel. The Zone also earned $452,374 in interest.

Expenditures and Projects
The City Council has issued nine series of Certificates of Obligation to fund public improvement projects for the Zone. They were issued as follows:

July 15, 2003	$ 3,795,000
August 15, 2005	9,290,000
April, 15, 2006	6,307,749
August 15, 2007	4,111,341
January 17, 2008	11,805,000
May 23, 2008	1,943,758
April 8, 2009	961,386
January 20, 2010	1,982,958
April 15, 2016	1,280,000

All expenditures are made as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

North Overton TIF Expenditures

	FY 2023-24	Expenditures To Date
Capital Projects		
North Overton Phase I	-	909,192
The Centre, Phase I Project	-	1,959,363
Dinerstein II, Phase I Project	-	1,581,407
Tract #3	-	1,158,251
Tract #5	-	1,004,141
Tract #6	-	526,414
Tract #7	-	904,271
Dinerstein III	-	1,022,627
Walmart	-	2,521,914
Tract 11 - Condo I	-	163,364
Tract 12 and Tract 13 - Condo II & III	-	215,690
Single Family	-	4,986,859
Pioneer Park Improvements	-	8,268
North Overton TIF Public Facilities**	-	22,652,438
Tract 1A	-	84,411
ROW Acquire Glenna Goodacre Blvd.	-	3,253,991
Tract 1B	-	124,633
Tract 1B Commercial	-	762,433
ULOFT	-	86,049
Tract 1-B-3	-	68,867
Glenna Goodacre Blvd. East	-	2,973,448
Water Utilities North Overton TIF	-	148,910
North Overton TIF Electric Utility	-	322,374
Capstone	-	2,312,571
Wastewater Utilities North Overton TIF	-	125,574
North Overton TIF Street Reconstruction	-	871,062
Landscaping in the Parkway	-	89,281
North Overton TIF Public Improvements	560,977	3,485,837
Street Infrastructure Upgrades/Replacement	-	-
Roy Furr Pioneer Park	-	1,868,535
North Overton TIF Street UPG	687,591	2,837,518
Total Capital Project Expenditures	$ 1,248,568	59,029,693
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	$ 10,923	392,465
Office Supplies	2,053	13,125
Professional Services	7,991	127,343
LCAD Collections Charges	3,644	343,017
North Overton Zoning	-	39,269
North Overton TIF Creation	-	272,726
North Overton TIF Board Administration	-	31,539
Total Administrative Expenditures	24,611	1,219,485
Interest Expense	-	343,017
Bond Sale Charges	-	272,726
Special Projects	-	1,200
Capital Outlay	-	31,539
Transfer to Capital Projects Fund	2,500,000	11,500,000
Total Expenditures	$ 2,524,611	13,367,967
Transfer to Debt Service	$ 3,078,437	55,487,822

** This project is funded with $11.4 million in bonds and $11 million in grants from the CH Foundation and the Moody Foundation

*Unaudited

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

ALL CERTIFICATES & BOND ISSUES
BUDGET

NORTH OVERTON TIF ALLOCATIONS

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2024-25	2,685,000.00	234,557.01	2,919,557.01
2025-26	2,085,000.00	133,467.51	2,218,467.51
2026-27	1,535,000.00	60,534.38	1,595,534.38
2027-28	320,000.00	23,250.00	343,250.00
2028-29	190,000.00	11,000.00	201,000.00
2029-30	130,000.00	3,250.00	133,250.00
	$ 6,945,000.00	**$ 466,058.90**	**$ 7,411,058.90**

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Board of Directors

Because the Zone was initiated by a petition of the property owners, by statute the board must consist of nine members. The City Council appoints four board members, who must be at least 18 years of age and owners, or a representative of owners, of real property in the Zone or employees or agents of someone who owns property in the Zone. The State Senator and State Representative for the Zone, or their designees, are also board members, as are the representatives of Lubbock County, Lubbock County Hospital District, and the High Plains Underground Water Conservation District. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Lubbock County Hospital District Representative:
Mark Funderburk, Chief Executive Officer; Designee: Jeff Dane, Chair

City Council Representative: Timothy Pridmore
McWhorter Cobb & Johnson LLP
Term: 03/01/24 – 03/01/26

City Council Representative: Kurt Metcalf
Overton Hotel
Term: 03/01/23 – 03/01/25

City Council Representative: Patrick Murfee
Murfee and Sons, Inc.
Term: 03/01/23 – 03/01/25

City Council Representative: Lisa West
Double Nickel Steakhouse
Term: 03/01/23 – 03/01/25

State Senator:
Honorable Charles Perry, State Senator

State Representative:
Honorable Carl Tepper, State Representative

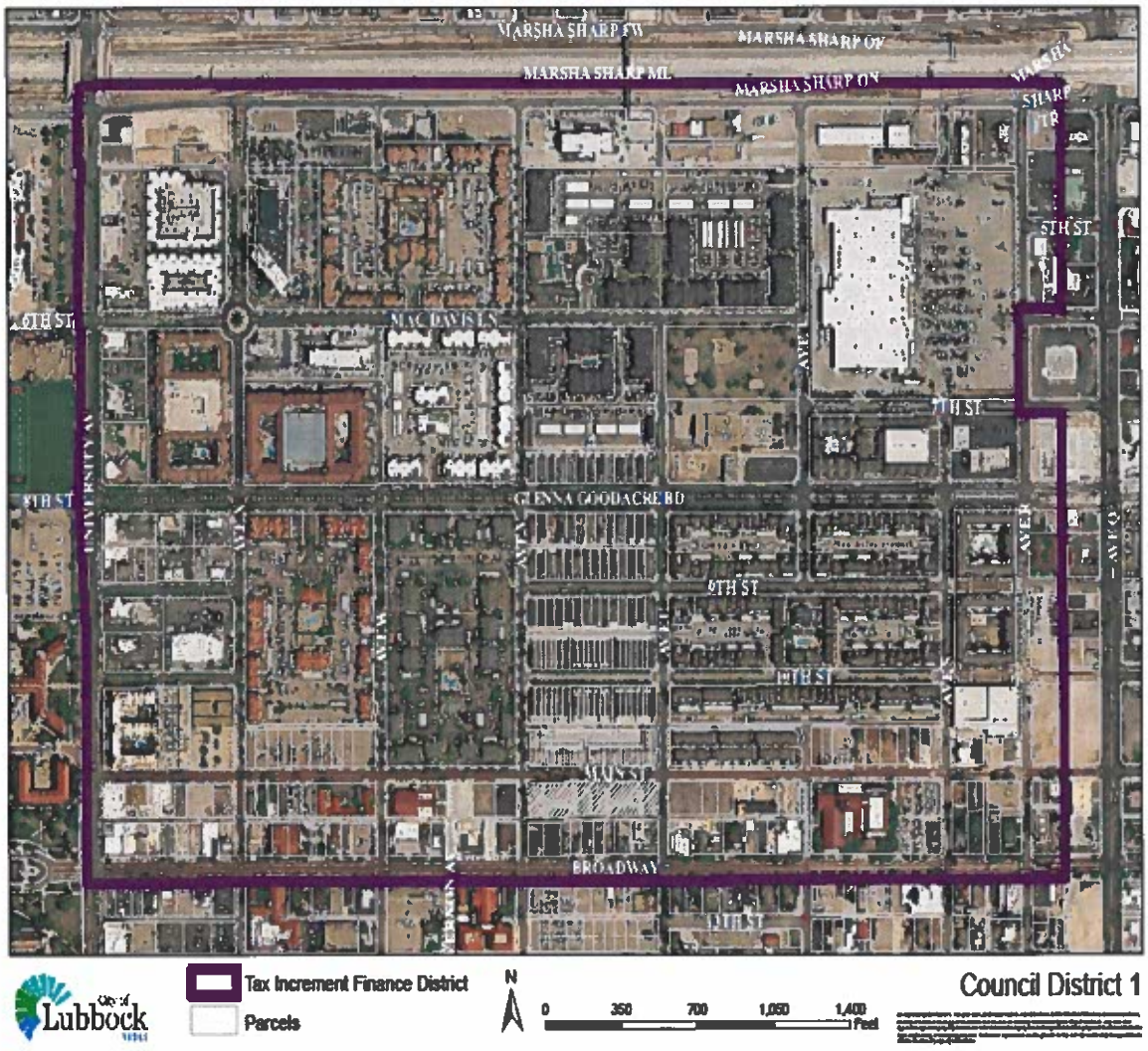
Lubbock County Representative:
Gilbert A. Flores, Lubbock County Commissioner

High Plains Underground Water District Representative:
Jason Coleman, High Plains Underground Water District Appointee

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2023 – September 30, 2024

Reinvestment Zone Boundary Map

North Overton TIF



Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2025-O0006, abandoning and closing portions of a public right-of-way located in Section 13, Block E-2 in Lubbock County, Texas, in the High Plains Subdivision, south of 82nd Street, and east of Elgin Avenue.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

The City of Lubbock is in receipt of a request to abandon and close a street stub for Elgin Avenue and a drainage easement located between Tracts D and G in the High Plains Subdivision south of 82nd Street and east of Elgin Avenue, for Lubbock Commercial Buildings, Inc.

The total area of the right-of-way (ROW) being closed is 1,350 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at $9 per square foot, for a total of $12,150. Lubbock Commercial Buildings, Inc. desires to close the ROW as it is not in use and is no longer needed. The drainage easement is also no longer needed. Lubbock Commercial Buildings, Inc. owns the property on both sides of the closure.

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

Fiscal Impact

$12,150 revenue to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - HighPlains, Tr. G
Exhibit A - HighPlains, Tr. G
GIS Map - HighPlains, Tr. G

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF A PUBLIC RIGHT-OF-WAY LOCATED IN SECTION 13, BLOCK E-2, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2025.

Passed by the City Council on second reading this ____day of _____, 2025.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe FOR
John Turpin, Division Director of Engineering/City Engineer

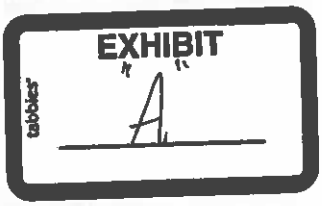
APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Ord. Easement Closure Section 13 Block E-2

LAND SURVEYORS
CIVIL ENGINEERS

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



METES AND BOUNDS DESCRIPTION of a 75 foot drainage easement to be closed and abandoned located in Section 13, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" rod with cap found in the South right-of-way line of 82nd Street which bears S. 89°58'08" W. 2398.01 feet and S. 00°01'52" E. 89.49 feet from the Northeast corner of Section 13, Block E-2, Lubbock County, Texas;

THENCE S. 00°01'52" E. a distance of 70.00 feet to a point;

THENCE S. 89°58'08" W. a distance of 75.00 feet to a point;

THENCE N. 00°01'52" W. a distance of 72.23 feet to a 1/2" rod with cap found in the South right-of-way line of 82nd Street;

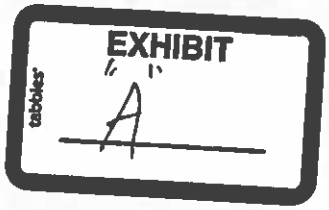
THENCE S. 88°19'48" E., along said South right-of-way line, a distance of 75.03 feet to the Point of Beginning.

Contains: 0.122 of an acre.

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

LAND SURVEYORS
CIVIL ENGINEERS

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



METES AND BOUNDS DESCRIPTION of a portion of 82nd Street to be closed and abandoned located in Section 13, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of 82nd Street which bears S. 89°58'08" W. 2367.51 feet and S. 00°01'52" E. 59.49 feet from the Northeast corner of Section 13, Block E-2, Lubbock County, Texas;

THENCE Southwesterly, along said South right-of-way line around a curve to the left, said curve having a radius of 30.00 feet, a central angle of 90°56'43", tangent lengths of 30.50 feet and a chord distance of 42.77 feet to a 1/2" rod with cap found;

THENCE N. 88°19'48" W., along said South right-of-way line, a distance of 75.03 feet to a 1/2" rod with cap found;

THENCE Northwesterly, along said South right-of-way line around a curve to the left, said curve having a radius of 30.00 feet, a central angle of 89°03'17", tangent lengths of 29.51 feet and a chord distance of 42.07 feet to a 1/2" rod with cap found;

THENCE S. 89°05'09" E. a distance of 135.02 feet to the Point of Beginning.

Contains: 0.061 of an acre.

SAVE AND EXCEPT THE FOLLOW DESCRIBED TRACT:

METES AND BOUNDS DESCRIPTION of a portion of 82nd Street to be closed and abandoned located in Section 13, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike set in the South right-of-way line of 82nd Street which bears S. 89°58'08" W. a distance of 2435.50 feet and S. 00°01'52" E. 58.37 feet from the Northeast corner of Section 13, Block E-2, Lubbock County, Texas;

THENCE S. 00°01'52" E. a distance of 30.00 feet to a point;

THENCE N. 88°19'48" W., along said South right-of-way line, a distance of 37.52 feet to a point;

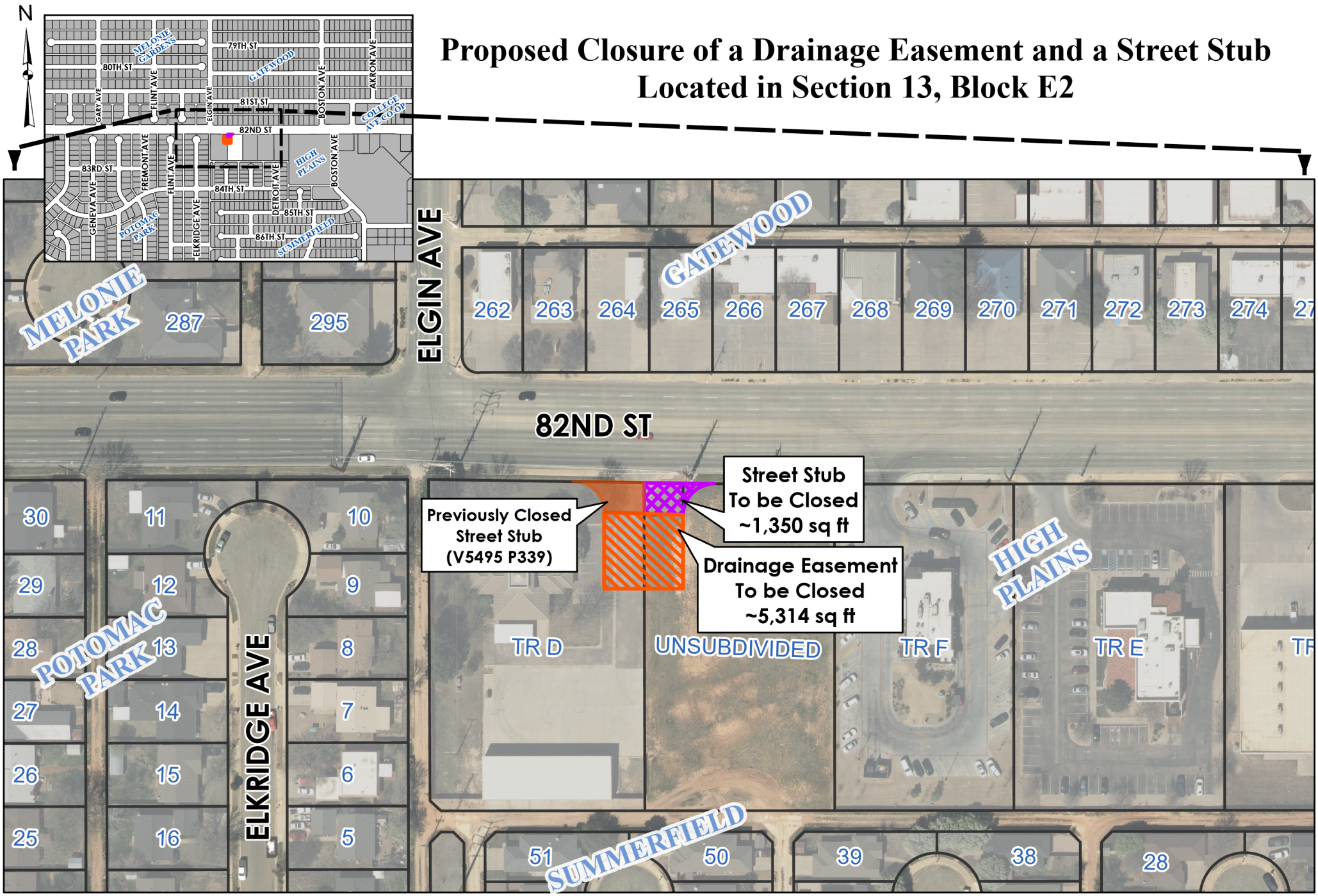
THENCE Northwesterly, along said South right-of-way line around a curve to the left, said curve having a radius of 30.00 feet, a central angle of 89°03'17", tangent lengths of 29.51 feet and a chord distance of 42.07 feet to a point;

THENCE S. 89°05'09" E. a distance of 67.01 feet to the Point of Beginning.

Contains: 0.030 of an acre.

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of certified descriptions retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified descriptions govern.

Proposed Closure of a Drainage Easement and a Street Stub Located in Section 13, Block E2



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13149
Regular City Council Meeting
01/28/2025:

6. 11.

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2025-O0007, abandoning and closing part of a drainage easement and an underground utility easement located in Section 22, Block E2, Lubbock County, Texas, east of Quaker Avenue and north of 122nd Street.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

The City of Lubbock is in receipt of a request to abandon and close part of a drainage easement and an underground utility easement located in Commons South, east of Quaker Avenue and north of 122nd Street.

The total area of the easements being closed is 42,798 square feet. There is no charge to close easements. The proponent desires to close the easements due to a change in the development of this property. The easements, which are not currently in use, are no longer needed.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Section 22, Block E2 -
Section 22, Block E2 - GIS Map
Section 22, Block E2 - M&B

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF DRAINAGE UTILITY, AND RIGHT-OF-WAY EASEMENTS LOCATED IN TRACTS "H" AND "I" OF COMMONS SOUTH, TRACTS "F" - "J", AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2024.

Passed by the City Council on second reading this ____day of _____, 2024.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

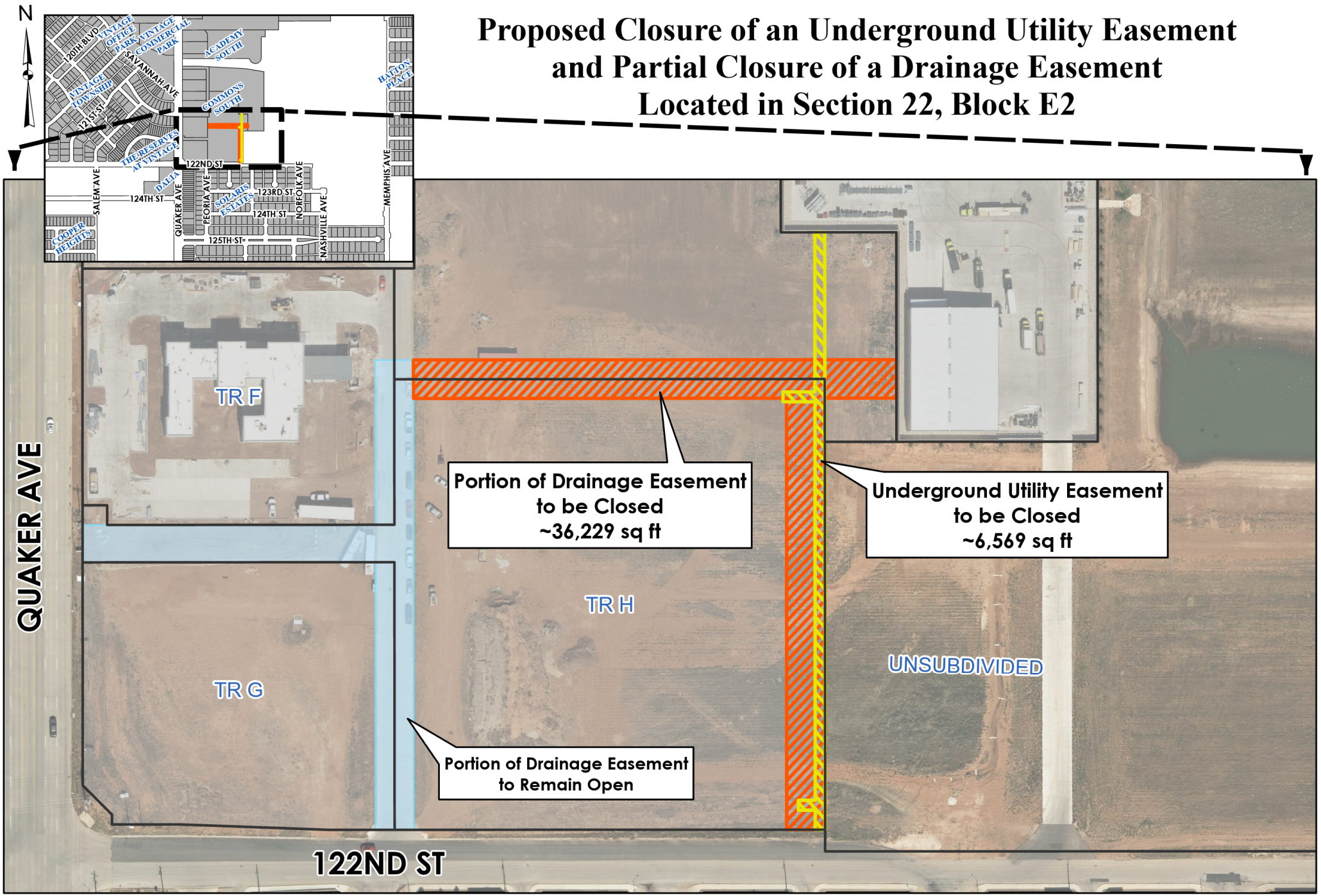
APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Proposed Closure of an Underground Utility Easement and Partial Closure of a Drainage Easement Located in Section 22, Block E2



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

COMMONS SOUTH,
UNDERGROUND UTILITY EASEMENT CLOSURE REQUEST,

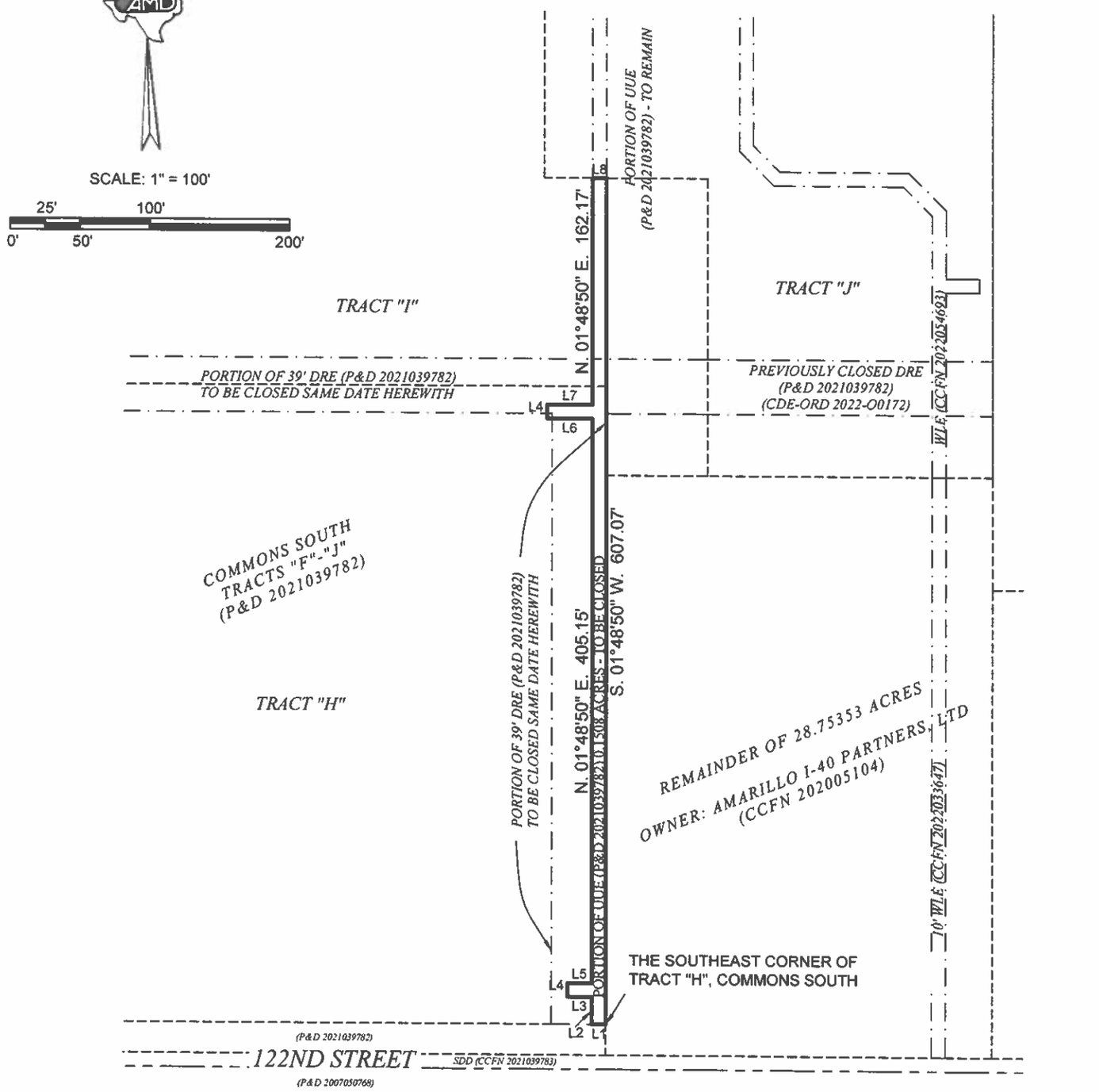
BEING AN EASTERLY PORTION OF
TRACTS "H" AND "I", COMMONS SOUTH.

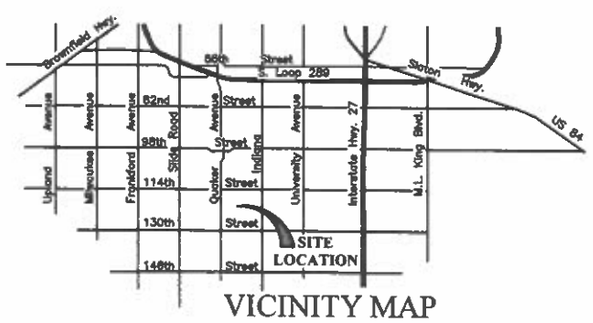
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

(PLAT PREVIOUSLY RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 20210396782 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

SCALE: 1" = 100'

25' 100'
0' 50' 200'





VICINITY MAP
NOT TO SCALE

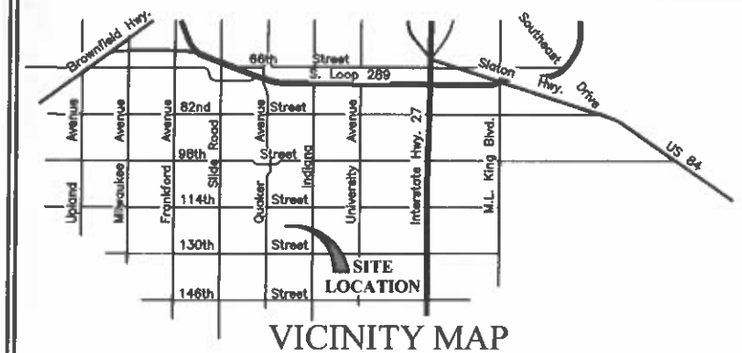
LOT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N. 88°09'51" W.	10.00'
L2	N. 01°48'50" E.	19.74'
L3	N. 88°11'10" W.	17.21'
L4	N. 01°48'50" E.	10.00'
L5	S. 88°11'10" E.	17.21'
L6	N. 88°11'10" W.	32.46'
L7	S. 88°11'10" E.	32.46'
L8	S. 88°11'10" E.	10.00'

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND SURVEYING
Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500

Accuracy - Efficiency - Integrity

PREPARED FOR: GRACO REAL ESTATE DEVELOPMENT
DWG BY: HFM
JOB NUMBER: 240253
© 2024 ALL RIGHTS RESERVED



VICINITY MAP
NOT TO SCALE

COMMONS SOUTH,
DRAINAGE EASEMENT CLOSURE REQUEST,

BEING AN EASTERLY PORTION OF
TRACT "H", COMMONS SOUTH.

AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

(PLAT PREVIOUSLY RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 20210396782 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)





AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPELS Reg. # 10178500
Accuracy - Efficiency - Integrity

PREPARED FOR: GRACO REAL ESTATE DEVELOPMENT
DWG BY: HFM
JOB NUMBER: 240253
© 2024 ALL RIGHTS RESERVED

AI# 13175
Regular City Council Meeting 6. 12.
01/28/2025:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of private utility, drainage, and transformer pad easements located in Lots 194-237 and Tract K-1, Solaris Estates Addition to the City of Lubbock, Lubbock County, Texas, east of Quaker Avenue and south of 126th Street.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close the easements in Solaris Estates Tract K-1 east of Quaker Avenue and south of 126th Street, on behalf of AMD Engineering, LLC. (AMD).

AMD is closing the Easements due to a change in the design of Tract K-1. Upon the approval of the closure, AMD will be submitting a final plat granting new utility easements.

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

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance - Solaris, Tr. K-1 Easement Closure,
Solaris, Tr. K-1 Easement Closure, Exhibit A
Solaris, Tr. K-1 Easement GIS Map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF PRIVATE UTILITY, DRAINAGE, AND TRANSFORMER PAD EASEMENTS LOCATED IN LOTS 194-237 AND TRACT K-1, SOLARIS ESTATES ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the private utility easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibits "A."

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2025.

Passed by the City Council on second reading this ____day of _____, 2025.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior City Attorney

Ord. Easement Closure Solaris Estates
1.6.25

AMD Engineering and Surveying



Mr. Jernberg:

AMD Engineering would like to request the abandonment of seventeen easements located within Tract "K-1" of Solaris Estates, Lots 194-237 and Tract "K-1" an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication Number 2014012179 of the Official Public Records of Lubbock County, Texas. Said easements are listed below and were all granted with the corrected final plat of Solaris Estates, Lots 1-193 and Tracts "A"-"I" and "K", an addition to the City of Lubbock, Lubbock County, Texas:

1. Twelve TPE's – ten being along the perimeter on Tract "K-1" and two being within the original Tract "K".
2. Three 5' UUE-SPEC – one located in Lot 153, one located in Lot 157 and one located in Lot 191.
3. The UUE and Private DRE originally described as Tract "I"
4. The UUE and Private DRE originally described as Tract "K"

We are abandoning these easements due to a change in the design of Tract "K-1" and they are no longer needed.

Thank you for your consideration of this request.

Sincerely,

Chris Nava, Plat Coordinator

AMD Engineering, LLC

Texas Registered Engineering Firm (TX No. F-9197)

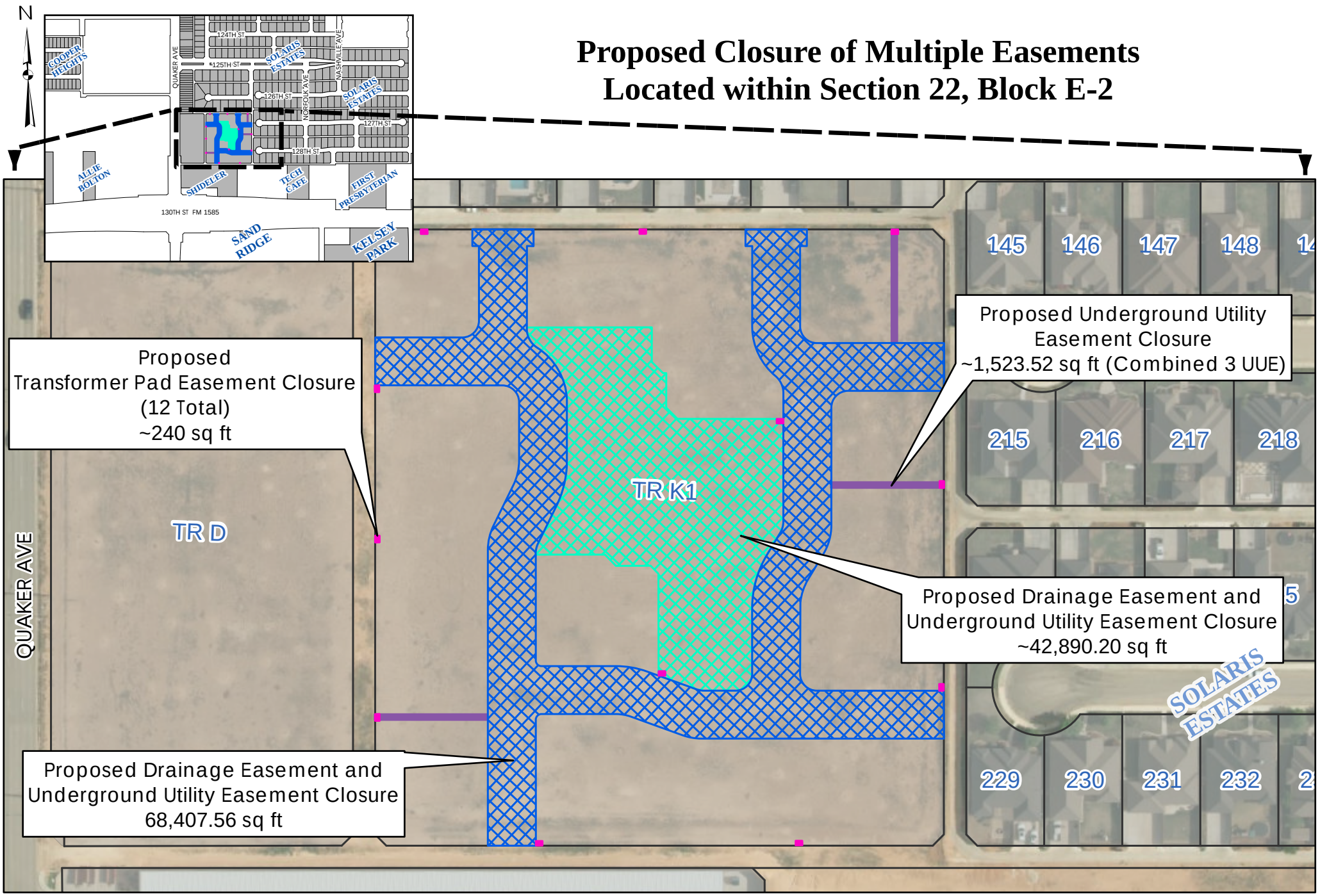
Texas Licensed Surveying Firm (TX No. 101785-00)

6515 68th St. | Suite 300 | Lubbock, TX 79424

Office:(806) 771-5976

Fax: (806) 771-7625

Proposed Closure of Multiple Easements Located within Section 22, Block E-2



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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

AI# 13142
Regular City Council Meeting
01/28/2025:

6. 13.

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License, and related documents, by and between the City of Lubbock and Tom's Daiquiri Place, Inc., on the west side of Buddy Holly Avenue, south of 18th Street.

Item Summary

Derek Hunter, owner, on behalf of Tom's Daiquiri Place, is requesting a Street Use License for the purpose of outdoor dining on 422 square feet in the right-of-way on the west side of Buddy Holly Avenue, south of 18th Street.

The term of the license is for 20 years, payable every 5 years in advance, and each successive 5-year term not to exceed 20 years, unless either party gives written notice of termination to the other party. The license fee for each 5-year period is $500, paid in advance, pursuant to current City policy.

Fiscal Impact

$500 to the General Fund

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - Tom's Daiquiri Place 1820 Buddy Holly Ave
Street Use License - Tom's Daiquiri Place 1820 Buddy Holly Ave
GIS Map Tom's Daiquiri Place 1820 Buddy Holly Ave

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License by and between the City of Lubbock and Toms Daiquiri Place, Inc., and related documents. Said License is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2023, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **TOMS DAIQUIRI PLACE INC.,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of a dedicated street for an outdoor dining area, and being further described as follows:

BEGINNING at a point located at the Southeast corner of Lot 23 and 24, Block 230, Original Town Addition to the City of Lubbock, Lubbock County, Texas;

THENCE East 8.5 Feet to a point;

THENCE North 52.0 Feet to a point;

THENCE West 8.5 Feet to a point;

THENCE South 52.0 Feet to the POINT OF BEGINNING.

Said portion of a dedicated street being further described in the attached Exhibit "A".

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **15506 County Road 2130, Lubbock, TX 79423,** or the last known address of LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND 00/100 ($500.00) cash in advance either contemporaneously with, or prior to, the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

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

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

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

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

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

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

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

AGREED TO AND ACCEPTED this _____ day of _____, 2025.

CITY OF LUBBOCK:

_____
MARK W. MCBRAYER, MAYOR

TOMS DAIQUIRI PLACE INC.:

By: _____

Printed Name: Derek Hunter

Title: President

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Amy Sims, Deputy Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Mark W. McBrayer,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

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

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Derek Hunter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as an act and deed of said **Toms Daiquiri Place Inc.**

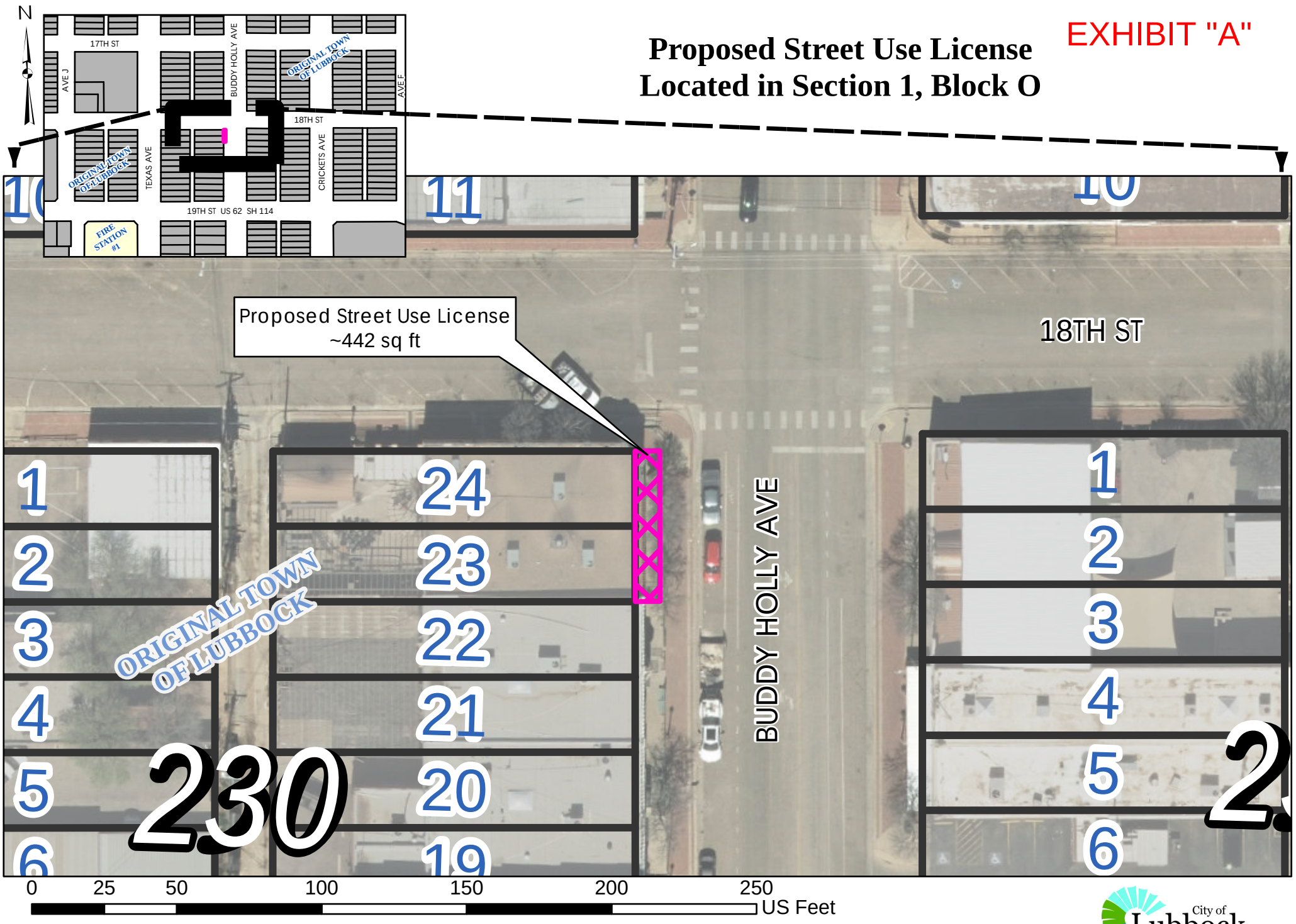
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of January, 2023.

_____
Notary Public in and for the State of Texas
My Commission Expires: 4/14/27

KENNETH W JERNBERG
Notary Public, State of Texas
Comm. Expires 04-14-2027
Notary ID 13430830-0

EXHIBIT "A"

Proposed Street Use License
Located in Section 1, Block O



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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

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 Lot 11, Block 20, of the Ameen Addition, Lubbock County, Texas (Parcel 4), at the northeast corner of 82nd Street and Avenue D, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King Jr. Blvd., the following street dedication will allow for the construction of the arterial. Roberto Barraza-Silva and Mariana Espinosa Rascon are dedicating right-of-way at the northeast corner of 82nd Street and Avenue D to the City of Lubbock.

The proponents will dedicate 113 square feet of land for street right-of-way purposes, for $2,000, plus closing costs.

Fiscal Impact

The cost of the land acquisition is $2,000, plus closing costs and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - 82nd St., parcel 4
P4_Deed_Signed
GIS map - 82nd St., parcel 4
CIP Spreadsheet - (92825) - 011425 P3 P4 P32
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept 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 Lot 11, Block 20 of the Ameen Addition, Lubbock County, Texas (Parcel 4), to be utilized for the 2022 Street Bond 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:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Cedocs://Res. Street and ROW Deed – Lot 11, Block 20 – Parcel 4

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.

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 4
320 82nd Steet, Lubbock, Texas 79404

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 **Roberto Barraza-Silva and Mariana Espinoza Rascon, 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 **the corporation** 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".

The consideration cited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expense of litigation.

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 _____ day of _____, 2024

GRANTOR(s):

Roberto Barraza-Silva, a married man

x Roberto Barraza-Silva
BY: Roberto Barraza-Silva

Mariana Espinoza Rascon, a married woman

x Mariana Espinoza
BY: Mariana E.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Lubbock

This instrument was acknowledged before me on the 3 day of December, 2024 by **Roberto Barraza-Silva, a married man**. 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.

ANGELICA MARIE ESCOBAR
Notary Public, State of Texas
Comm. Expires 07-26-2028
Notary ID 131414030

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7-26-28

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Lubbock

This instrument was acknowledged before me on the 3 day of December, 2024 by **Mariana Espinoza Rascon, a married woman**. 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.

ANGELICA MARIE ESCOBAR
Notary Public, State of Texas
Comm. Expires 07-26-2028
Notary ID 131414030

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7-26-28

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401

EXHIBIT "A"

DESCRIPTION – PARCEL 4 - ROW

Field notes describing a 113 square feet right-of-way out of Lot 11, Block 20 of the Martin – Ameen Addition located in Section 5, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas

BEING a 113 square feet tract of land out of Lot 11, Block 20 of the Martin – Ameen Addition to the City of Lubbock, Lubbock County, Texas, as shown in Volume 315, Page 201, of the Official Public Records of Lubbock County, Texas, situated in Section 5, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,606.24', E: 950,979.24') set for the east corner of this tract, on the common south line of said Lot 11 and north line of 82nd Street, as shown on said Martin – Ameen Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the southeast corner of said Section 5, bears South 01°44'33" West, 30.00 feet and South 88°15'27" East, 1,275.25 feet and a 1/2 inch iron rod found for the southeast corner of Lot 12, Block 20, of said Martin – Ameen Addition, bears South 88°15'27" East, 105.03 feet;

THENCE North 88°15'27" West, along said common line, a distance of **15.00 feet** to a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the southwest corner of this tract and being the same as the southwest corner of said Lot 11;

THENCE North 01°46'38" East, along the common west line of said Lot 11 and east line of Avenue D, as shown on said Martin – Ameen Addition, a distance of **15.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,621.69', E: 950,964.71') set for the north corner of this tract;

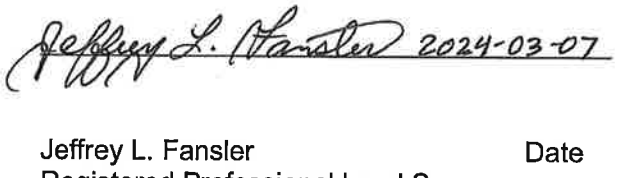
THENCE South 43°14'25" East, a distance of **21.21 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 113 square feet of land.

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.



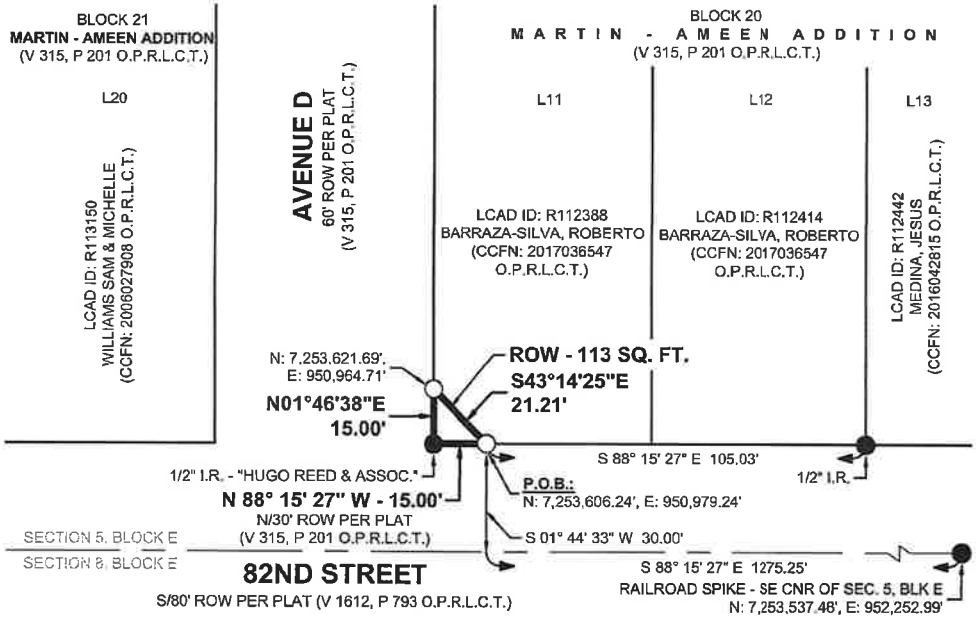


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



50 0 25 50

1 inch = 50 ft.
GRAPHIC SCALE
(in feet)

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.

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
ROW = RIGHT-OF-WAY
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
O = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
= EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
= RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NORTH

Jeffrey L. Fansler 2024-03-07

Jeffrey L. Fansler Date
Registered Professional Land Surveyor
No. 4348

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

DATE: 03/06/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 4 - ROW.dwg	

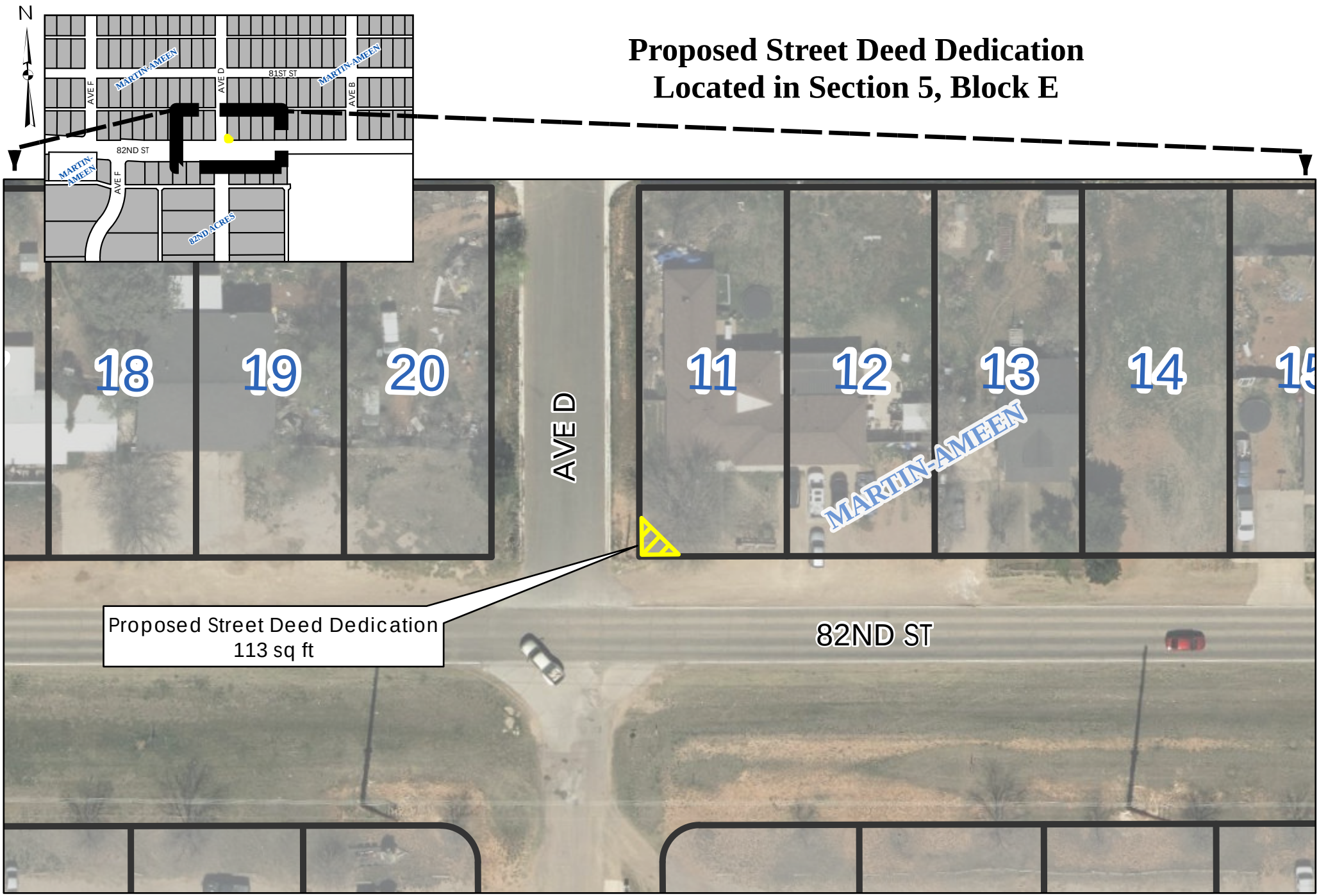
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 4 - ROW

A 113 Sq. Ft. RIGHT-OF-WAY, OUT OF LOT 11, BLOCK 20 OF THE MARTIN - AMEEN ADDITION, LOCATED IN SECTION 5, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

CobbFendley
TBPELS Land Surveying Firm Registration No. 10046700
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
Phone: 806.993.0071 | www.cobbfendley.com

Proposed Street Deed Dedication
Located in Section 5, Block E



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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
January 14, 2024

Capital Project Number:	92825
Capital Project Name:	Street Bond 82nd and MLK - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 17,625
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	700,000
Parcel 30 Land Purchase	128,540
Parcel 17 Land Purchase	500
Parcel 16 Land Purchase	500
Parcel 34 Land Purchase	59,216
Parcel 10 Land Purchase	2,802
Parcel 28 Land Purchase	80,410
Parcel 35 Land Purchase	35,000
Parcel 33 Land Purchase	99,907
Parcel 1 Land Purchase	45,776
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	500
Parcel 23 Land Purchase	35,335
Parcel 29 Land Purchase	295,242
Agenda Items, January 14th, 2024	
Parcel 3 Land Purchase	500
Parcel 4 Land Purchase	2,000
Parcel 32 Land Purchase	234,377
Encumbered/Expended To Date	5,163,106
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	536,894
Remaining Appropriation	536,894
Total Appropriation	$ 5,700,000



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - Engineering

Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-land Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares 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 History

- FY 2022-23 $5,700,000 was appropriated by Ord. 2022-O0169

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2025
Bid for Constuction: 09/2025
Award Construction: 11/2025
Project Completion: 04/2029

Project Location

82nd St and Martin Luther King Boulevard

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$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 Obligation Bonds	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$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**

AI# 13177
Regular City Council Meeting 6. 15.
01/28/2025:

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 Lot 20, Block 21, of the Ameen Addition, Lubbock County, Texas (Parcel 3), at the northwest corner of 82nd Street and Avenue D, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King Jr. Blvd., the following street dedication will allow for the construction of the arterial. Sam and Michelle Williams are dedicating right-of-way at the northwest corner of 82nd Street and Avenue D,to the City of Lubbock.

The proponents will dedicate 113 square feet of land for street right-of-way purposes, for $500, plus closing costs.

Fiscal Impact

The cost of the land acquisition is $500, plus closing costs, and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

REsolution - 82nd St. Parcel 3
P3_Deed_Signed
GIS Map - 82nd St. Parcel 3
CIP Spreadsheet - (92825) - 011425 P3 P4 P32
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept 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 Lot 20, Block 21 of the Martin - Ameen Addition, Lubbock County, Texas (Parcel 3), to be utilized for the 2022 Street Bond 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:

_____
John Turpin, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Res. Street and ROW Deed – Lot 20, Block 21, Parcel 3
1.14.25

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.

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 3
502 82nd Street, Lubbock, Texas 79404
MARTIN AMEEN BLK 21 L 20, Lubbock County, Texas

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 **Sam and Michelle Williams**, a married couple, 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".

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 _____ day of _____, 2024

GRANTOR:
Sam and Michelle Williams, a married couple

Sam Williams

Michelle Williams

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 2nd day of January, 2024 by Sam Williams. 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.

MIA KAYLEEN FLORES NOTARY PUBLIC STATE OF TEXAS ID 13501820-0 EXP. 07-31-2028

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 07/31/2028

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 2nd day of January, 2024 by Michelle Williams. 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.

MIA KAYLEEN FLORES NOTARY PUBLIC STATE OF TEXAS ID 13501820-0 EXP. 07-31-2028

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 07/31/2028

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401

EXHIBIT "A"

DESCRIPTION – PARCEL 3 - ROW

Field notes describing a 113 square feet right-of-way out of Lot 20, Block 21 of the Martin – Ameen Addition located in Section 5, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas

BEING a 113 square feet tract of land out of Lot 20, Block 21 of the Martin – Ameen Addition to the City of Lubbock, Lubbock County, Texas, as shown in Volume 315, Page 201, of the Official Public Records of Lubbock County, Texas, situated in Section 5, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,608.98', E: 950,889.27') set for the west corner of this tract on the common south line of said Lot 20 and north line of 82nd Street, as shown on said Martin – Ameen Addition, from which a Rail Road Spike (N: 7,253,537.48', E: 952,252.99') found for the southeast corner of said Section 5, bears South 01°44'33" West, 30.00 feet and South 88°15'27" East, 1,365.27 feet;

THENCE North 46°45'35" East, a distance of **21.22 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,623.52', E: 950,904.72') set for the north corner of this tract on the common east line of said Lot 20 and west line of Avenue D, as shown on said Martin – Ameen Addition;

THENCE South 01°46'38" West, along said common line, a distance of **15.00 feet** to a Point for the southeast corner of this tract and being the same as the southeast corner of said Lot 20 from which a 1/2 inch iron rod with cap stamped "HUGO REED & ASSOC." found for the southwest corner of Lot 11, Block 20, of said Martin – Ameen Addition, bears South 88°15'27" East, 60.00 feet;

THENCE North 88°15'27" West, along the common south line of said Lot 20 and north line of said 82nd Street, a distance of **15.00 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 113 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 2024-03-07

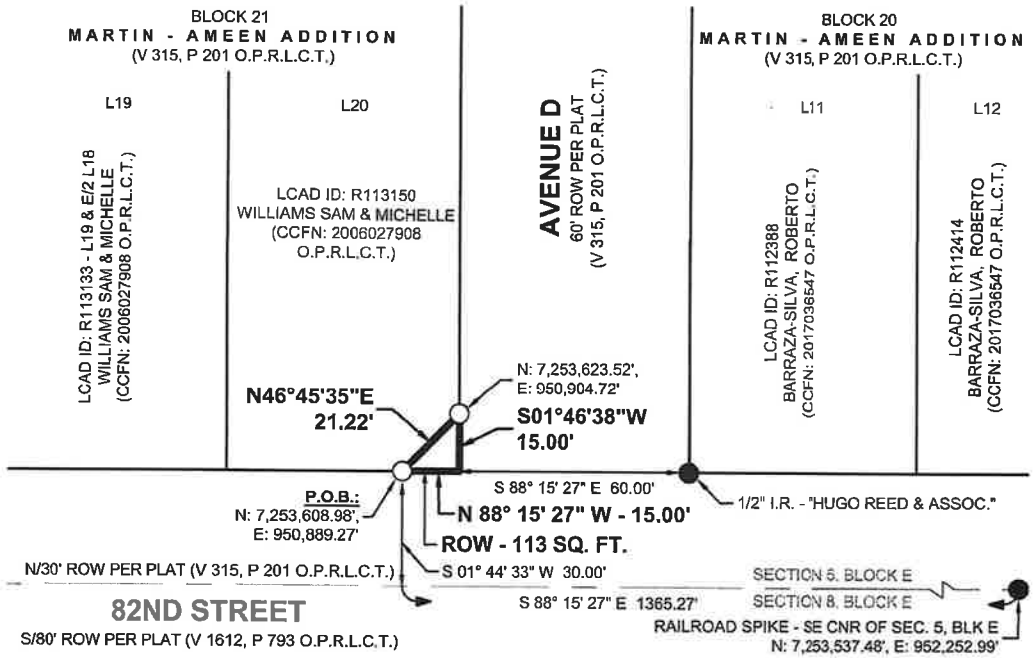


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



50 0 25 50

1 inch = 50 ft.
GRAPHIC SCALE
(in feet)

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.

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
ROW = RIGHT-OF-WAY
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
——— – ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NORTH

Jeffrey L. Fansler 2024-03-07

Jeffrey L. Fansler Date
Registered Professional Land Surveyor
No. 4348

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

DATE: 03/06/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 3 -ROW.dwg	

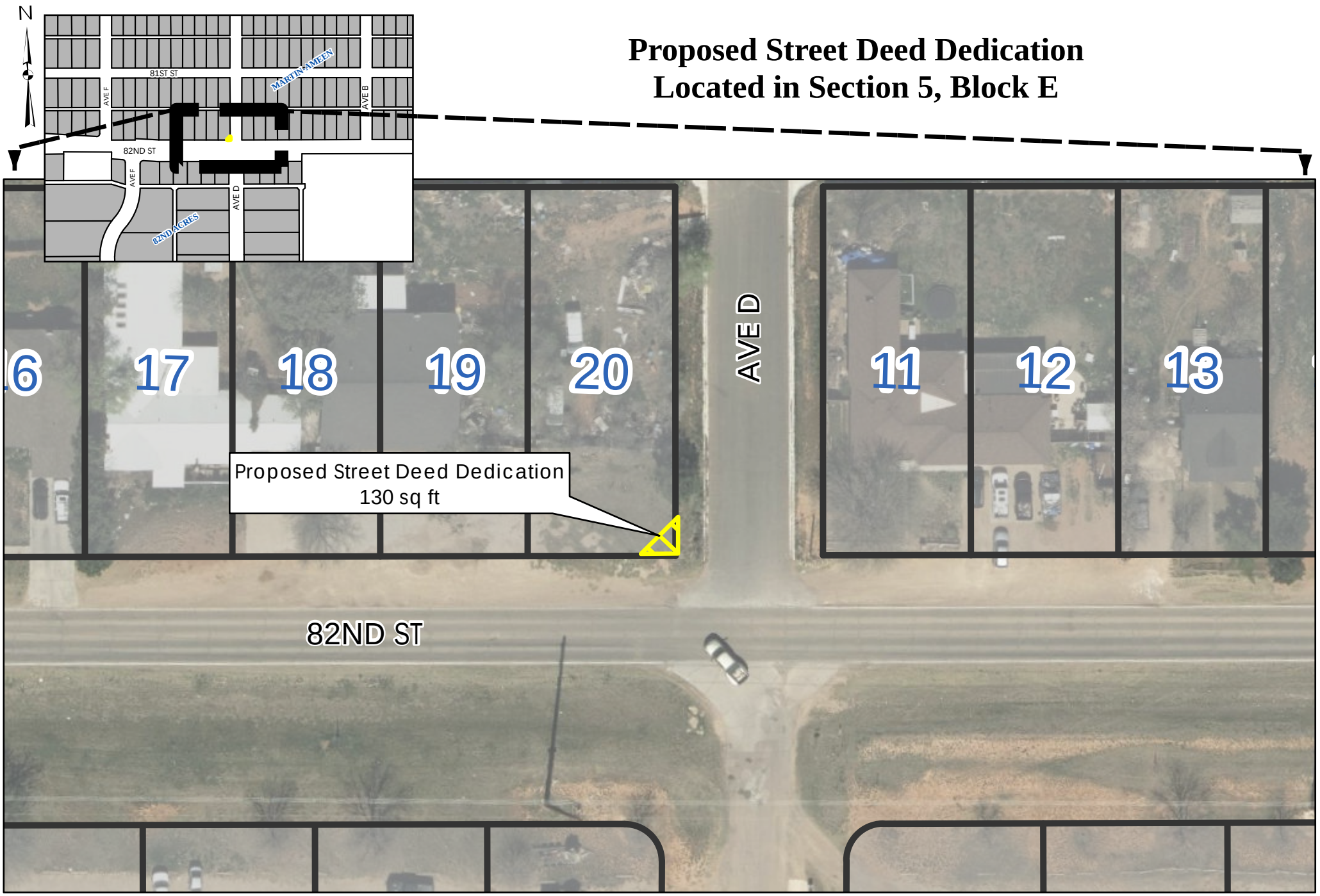
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 3 - ROW

A 113 Sq. Ft. RIGHT-OF-WAY, OUT OF LOT 20, BLOCK 21 OF THE MARTIN - AMEEN ADDITION, LOCATED IN SECTION 5, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

CobbFendley
TBPELS Land Surveying Firm Registration No. 10046700
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
Phone: 806.993.0071 | www.cobbfendley.com

Proposed Street Deed Dedication
Located in Section 5, Block E



0 50 100 200 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
January 14, 2024

Capital Project Number:	92825
Capital Project Name:	Street Bond 82nd and MLK - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 17,625
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	700,000
Parcel 30 Land Purchase	128,540
Parcel 17 Land Purchase	500
Parcel 16 Land Purchase	500
Parcel 34 Land Purchase	59,216
Parcel 10 Land Purchase	2,802
Parcel 28 Land Purchase	80,410
Parcel 35 Land Purchase	35,000
Parcel 33 Land Purchase	99,907
Parcel 1 Land Purchase	45,776
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	500
Parcel 23 Land Purchase	35,335
Parcel 29 Land Purchase	295,242
Agenda Items, January 14th, 2024	
Parcel 3 Land Purchase	500
Parcel 4 Land Purchase	2,000
Parcel 32 Land Purchase	234,377
Encumbered/Expended To Date	5,163,106
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	536,894
Remaining Appropriation	536,894
Total Appropriation	$ 5,700,000



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - Engineering

Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-land Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares 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 History

- FY 2022-23 $5,700,000 was appropriated by Ord. 2022-O0169

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2025
Bid for Constuction: 09/2025
Award Construction: 11/2025
Project Completion: 04/2029

Project Location

82nd St and Martin Luther King Boulevard

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$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 Obligation Bonds	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$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**

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 23, Block E, SI Johnson Survey, Lubbock County, Texas (Parcel 32), at the northeast corner of 82nd Street and Martin Luther King, Jr. Boulevard, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of Martin Luther King, Jr. Boulevard from 74th St. to 82nd St, the following street dedication will allow for the construction of the arterial. Regina Denise Murph is dedicating right-of-way at the northeast corner of 82nd Street and Martin Luther King, Jr. Boulevard to the City of Lubbock.

The proponent will dedicate 41,282 square feet of land for street right-of-way purposes, for $87,091 plus $147,286, as compensation for the improvements located within the proposed acquisition area, for a total of $234,377, plus closing costs.

Fiscal Impact

The cost of the land acquisition is $234,377, plus closing costs, and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
John Turpin, P.E., Division Director of Engineering/City Engineer

Attachments

Resolution - MLK Blvd. Parcel 32
P32 Murph Executed Deed 1.8.25
GIS map - MLK Blvd. Parcel 32
CIP Spreadsheet - (92825) - 011425 P3 P4 P32
CIP Project Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to accept 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 23, Block E of the SI Johnson Survey, Lubbock County, Texas (Parcel 32), to be utilized for the 2022 Street Bond 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:

_____
John Turpin, P.E., ~~Division Director~~ of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Res. Street and ROW Deed – Section 23, Block E, SI Johnson Survey
1.14.25

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.

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 32
8101 MLK Boulevard, Lubbock, TX 79404
Block E, Section 23, SI Johnson Survey 9.098 acres

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 **REGINA DENISE MURPH**, 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".

The consideration cited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expense of litigation.

GRANTOR is retaining title to the following improvements ("Retained Improvements") located on the Property, to wit: Automatic Entry Gate (1), South Pipe Gate (1).

GRANTOR covenants and agrees to remove the Retained Improvements from the Property by 60 days after closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

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 right-of way and utility purposes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 7th day of January, 2025

GRANTOR:

Regina Denise Murph

Regina Denise Murph

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 7 day of January, 2024 by Regina Denise Murph. 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: 7-26-28

Grantee's Address:
City of Lubbock
1314 Avenue K, 7th Floor
Lubbock, TX 79401

ANGELICA MARIE ESCOBAR
Notary Public, State of Texas
Comm. Expires 07-26-2028
Notary ID 131414030

EXHIBIT "A"

DESCRIPTION – PARCEL 32

Field notes describing a 0.95 acre right-of-way out of a called 9.098 acre tract of land, located in Section 23, Block E, of the SI Johnson Survey, Lubbock County, Texas.

BEING a 0.95 acre tract of land out of a called 9.098 acre tract described in a Cash Warranty Deed to Regina Denise Murph, recorded as County Clerk File Number 2021050258 of the Official Public Records of Lubbock County, Texas, situated in Section 23, Block E of the SI Johnson Survey, Lubbock County, Texas, and further described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,307.82', E: 957,607.25') set for the southeast corner of this tract on the common south line of said called 9.098 acre tract and north line of a called 0.797 acre tract of land described in a Warranty Deed with Vendor's Lien to Kenneth Huffaker and Sonja Huffaker, recorded as County Clerk File Number 1999039108 of the Official Public Records of Lubbock County, Texas, from which a 1/2 inch iron rod (N: 7,253,288.01', E: 958,643.06') found for the southwest corner of Section 3, Block S, of the GC & SF R.R. CO. Survey, bears South 88°54'14" East, 1,036.00 feet;

THENCE North 88°54'14" West, along said common line, a distance of **29.02 feet** to a 1/2 inch iron rod cap stamped "HUGO REED & ASSOC." found for the southwest corner of this tract and being the same as the southwest corner of said called 9.098 acre tract, on the east line of Martin Luther King Jr. Boulevard as shown on the S.I. Johnson's Sub-Division, recorded as Volume 59, Page 354 of the Official Public Records of Lubbock County, Texas;

THENCE North 01°49'18" East, along the east line of said Martin Luther King Jr. Boulevard, a distance of **908.56 feet** to a 1/2 inch iron rod found for the northwest corner of this tract and being the same as the northwest corner of said called 9.098 acre tract;

THENCE South 88°50'03" East, along the common north line of said called 9.098 acre tract and south line of a tract of land described as "Tract 2" in a Correctional Special Warranty Deed to the Bernie J. Thiel, Jr. Trust, recorded as County Clerk File Number 2022050600 of the Official Public Records of Lubbock County, Texas, a distance of **49.97 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,254,215.46', E: 957,657.08') set for the northeast corner of this tract;

THENCE South 01°49'37" West, a distance of **506.21 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

THENCE South 03°26'29" West, a distance of **65.44 fee**t to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for a corner of this tract;

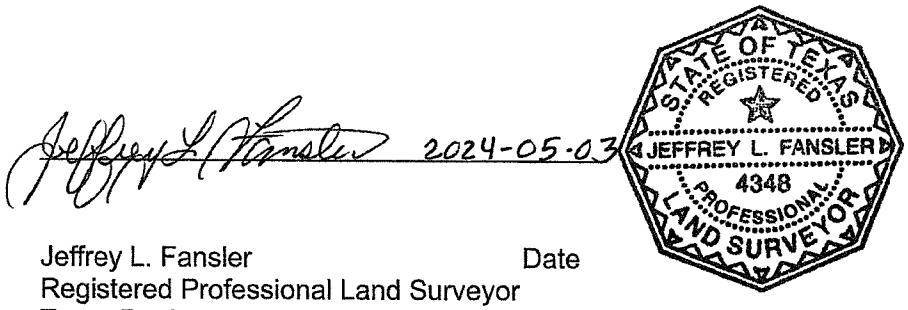
THENCE South 05°03'20" West, a distance of **337.67 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.95 acre (41,473 square feet) of land.

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.

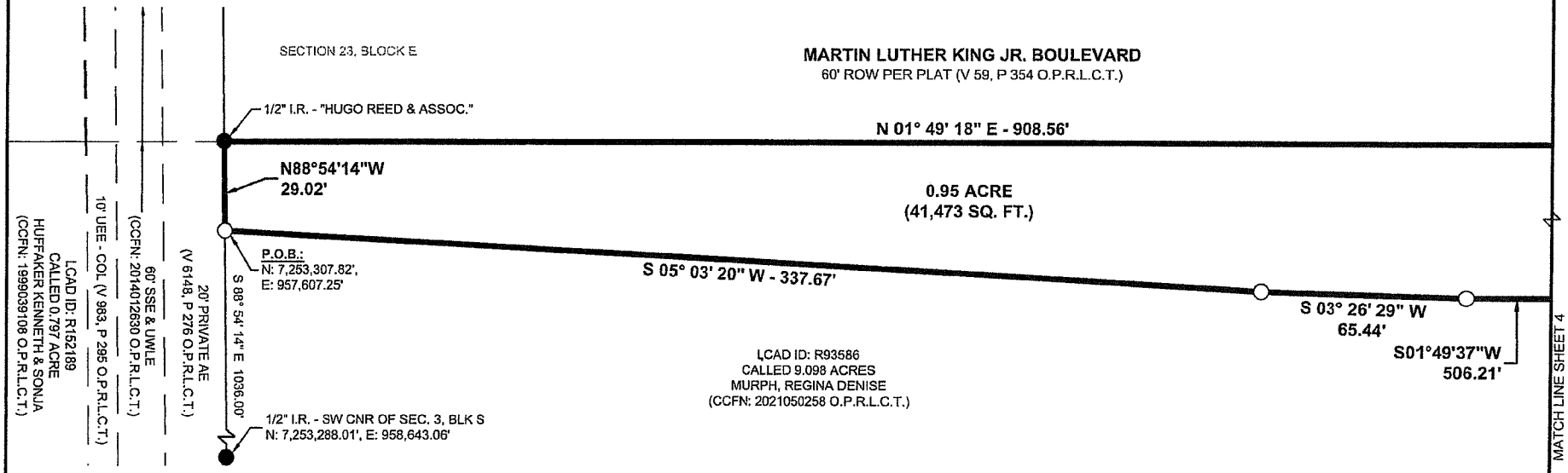


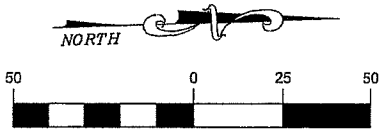
Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

Cobb, Fendley & Associates, Inc.
TBPELS Land Surveying Firm No. 10046700

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"





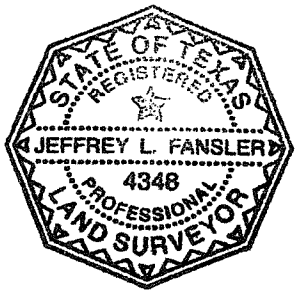
LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
ROW = RIGHT-OF-WAY
UEE = UNDERGROUND ELECTRIC EASEMENT
A.E.= ACCESS EASEMENT
SSE = SANITARY SEWER LINE EASEMENT
UWLE = UNDERGROUND WATER LINE EASEMENT
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
= EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
= RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

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 2024-05-03

Jeffrey L. Fansler Date
Registered Professional Land Surveyor
No. 4348

DATE: 05/01/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 4	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 32.dwg	

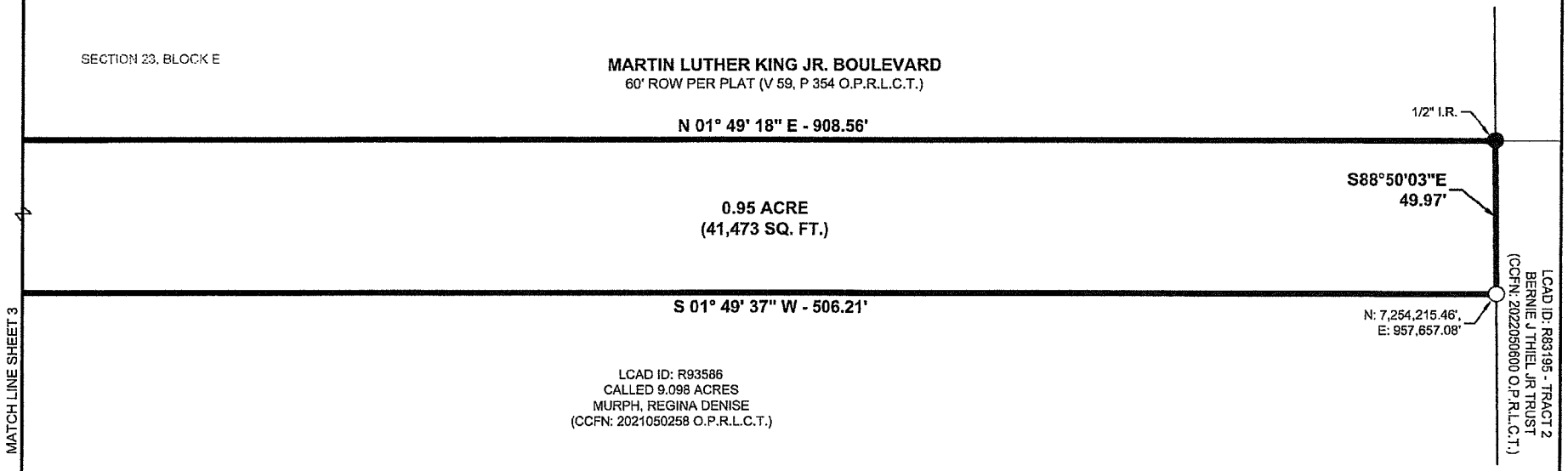
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 32

A 0.95 ACRE (41,473 SQ. FT.) RIGHT-OF-WAY OUT OF A CALLED 9.098 ACRE TRACT OF LAND, LOCATED IN SECTION 23, BLOCK E, OF THE SI JOHNSON SURVEY, LUBBOCK COUNTY, TEXAS.

CobbFendley
TBPELS Land Surveying Firm Registration No. 10046700
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
Phone: 806.993.0071 | www.cobbfendley.com

EXHIBIT "A"



NORTH

50 0 25 50

1 inch = 50 ft.
GRAPHIC SCALE
(in feet)

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
ROW = RIGHT-OF-WAY
UEE = UNDERGROUND ELECTRIC EASEMENT
A.E.= ACCESS EASEMENT
SSE = SANITARY SEWER LINE EASEMENT
UWLE = UNDERGROUND WATER LINE EASEMENT
L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT
SDD = STREET DEDICATION DEED
V. / P. = VOLUME / PAGE
CCFN = COUNTY CLERK FILE NUMBER
O.P.R.L.C.T. = OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS
R,L,Δ,C = RADIUS, ARC LENGTH, DELTA ANGLE, CHORD
● = MONUMENT FOUND (AS NOTED)
○ = MONUMENT SET (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
——— -- ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

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 2024-05-03

Jeffrey L. Fansler Date
Registered Professional Land Surveyor
No. 4348

STATE OF TEXAS
REGISTERED
JEFFREY L. FANSLER
4348
PROFESSIONAL
LAND SURVEYOR

DATE: 05/01/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 4 of 4	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 32.dwg	

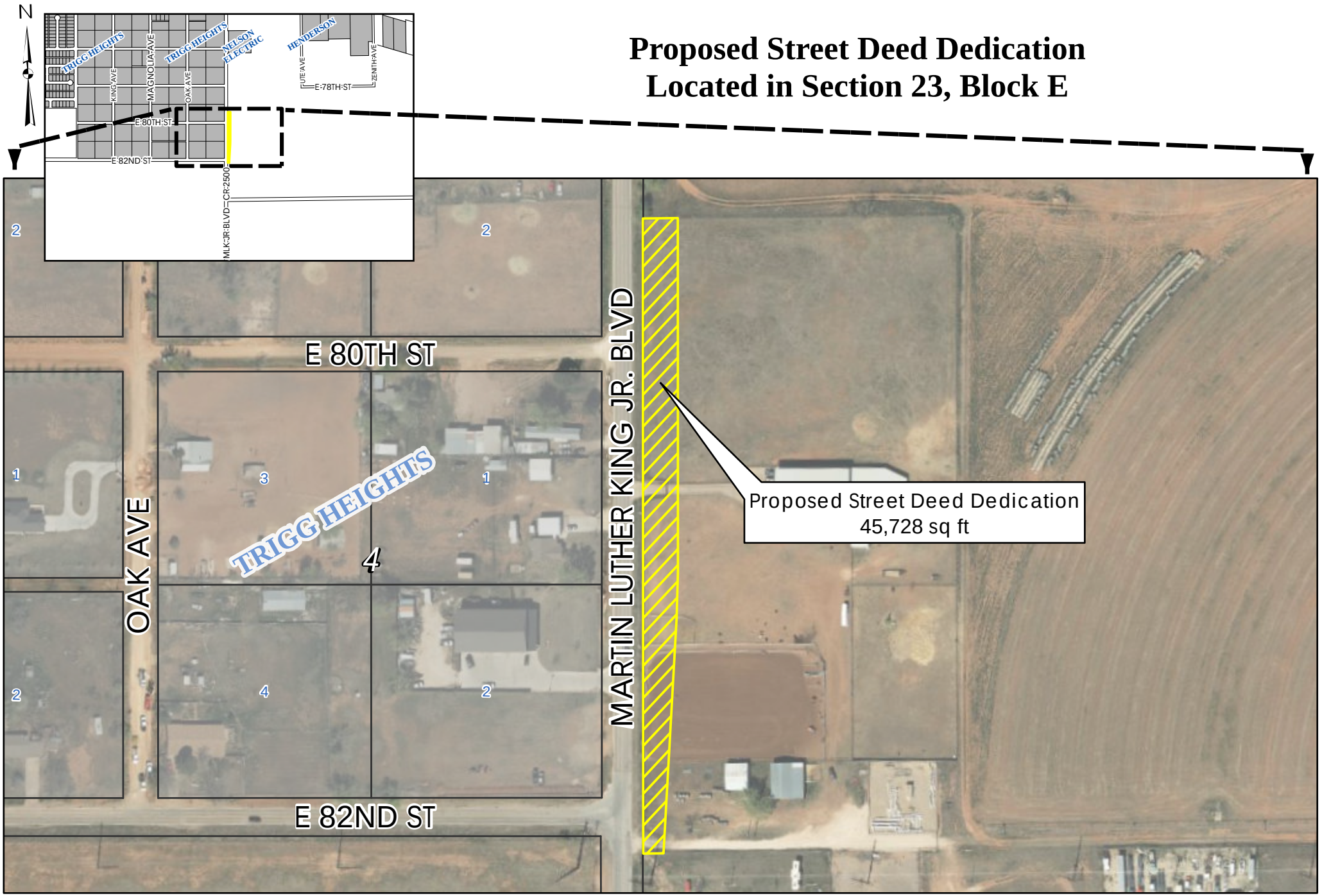
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 32

A 0.95 ACRE (41,473 SQ. FT.) RIGHT-OF-WAY OUT OF A CALLED 9.098 ACRE TRACT OF LAND, LOCATED IN SECTION 23, BLOCK E, OF THE SI JOHNSON SURVEY, LUBBOCK COUNTY, TEXAS.

CobbFendley
TBPELS Land Surveying Firm Registration No. 10046700
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424
Phone: 806.993.0071 | www.cobbfendley.com

Proposed Street Deed Dedication
Located in Section 23, Block E



0 0.5 1 2 Miles

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
January 14, 2024

Capital Project Number:	92825
Capital Project Name:	Street Bond 82nd and MLK - 22B

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 17,625
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,877
Playa Lake 82 Land Purchase	700,000
Parcel 30 Land Purchase	128,540
Parcel 17 Land Purchase	500
Parcel 16 Land Purchase	500
Parcel 34 Land Purchase	59,216
Parcel 10 Land Purchase	2,802
Parcel 28 Land Purchase	80,410
Parcel 35 Land Purchase	35,000
Parcel 33 Land Purchase	99,907
Parcel 1 Land Purchase	45,776
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	500
Parcel 23 Land Purchase	35,335
Parcel 29 Land Purchase	295,242
Agenda Items, January 14th, 2024	
Parcel 3 Land Purchase	500
Parcel 4 Land Purchase	2,000
Parcel 32 Land Purchase	234,377
Encumbered/Expended To Date	5,163,106
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	536,894
Remaining Appropriation	536,894
Total Appropriation	$ 5,700,000



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - Engineering

Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-land Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares 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 History

- FY 2022-23 $5,700,000 was appropriated by Ord. 2022-O0169

Project Dates

Design Start Date: 01/2023
Design Completion: 01/2025
Bid for Constuction: 09/2025
Award Construction: 11/2025
Project Completion: 04/2029

Project Location

82nd St and Martin Luther King Boulevard

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$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 Obligation Bonds	$5,700,000	$0	$14,100,000	$0	$0	$0	$0
TOTAL	**$5,700,000**	**$0**	**$14,100,000**	**$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**

AI# 13180
Regular City Council Meeting
01/28/2025:

6. 17.

Information

Agenda Item

Resolution - Public Works Paved Streets: Consider a resolution authorizing the Mayor to execute Contract 18466, with Lone Star Dirt & Paving, LTD., for Asphalt Patching associated with the 2025 Street Maintenance Program.

Item Summary

This project will provide for the repair of failed asphalt sections of public roads in targeted areas, specifically the area bound by South Loop 289, Quaker Avenue, Indiana Avenue, and 82nd Street. These targeted areas will then be scheduled for overlay treatment the following year, the final step towards having the road system in superior condition.

City staff issued an Invitation to Bid (ITB) for asphalt patching for these targeted areas. In response to ITB 25-18466-TF, the following bid proposals were received and opened on December 18, 2024.

Contractor	Amount
Lone Star Dirt & Paving, LTD., Lubbock, Texas	$988,100.00
West Infrastructure Construction, LLC., Lubbock, Texas	Non-responsive

Staff recommends a contract award to Lone Star Dirt & Paving, LTD. in the amount of $988,100.00.

Time for completion is 95 consecutive calendar days with liquidated damages of $1,204.28 per day for each consecutive calendar day after substantial completion set forth herein above for completion of this project.

This contract is awarded by unit price. The total amount of the award is estimated based on estimated quantities, and actual expenditures may be more or less depending on actual needs. The price per unit will not change, and expenditures will not exceed appropriated funds.

Fiscal Impact

Contract 18466 for $988,100.00, is funded in Capital Improvement Project 92870–2025 Street Maintenance Capital Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution 18466
Contract 18466
map
18466-Project Summary
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18466 for 2025 Asphalt Patching, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd, on terms consistent with the bid submittal form attached hereto, and related documents. Said form 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.Contract-Lone Star Dirt
January 8, 2025

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 12-18-24

PROJECT NUMBER: **ITB 25-18466-TF, 2025 Asphalt Patching**

Bid of Lone Star Dirt & Pav Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **95 consecutive calendar days** with **final completion** of the project within **100 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$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.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 25-18466-TF
2025 Asphalt Patching

Lone Star Dirt & Paving, Ltd. of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Base Bid					
#1-1	Patching with Black Base, 3” depth (milling to a depth of 5”, with replacement of 3” Black Base and 2” Type D Hot Mix), including labor, equipment, removal and disposal of existing materials, caliche base and sub-grade (if soft or unstable) to a depth of 5” and replacing with 3” of Black Base and 2” Type D Hot Mix. (All Millings will go to the City of Lubbock.)	1000	SY	81.20	81,200.00
#1-2	Patching with Black Base, 6” depth (milling to a depth of 8”, with replacement of 6” Black Base and 2” Type C Hot Mix), including labor, equipment, removal and disposal of existing materials, caliche base and sub-grade (if soft or unstable) to a depth of 8” and replacing with 6” of Black Base and 2” Type C Hot Mix.	1000	SY	102.50	102,500.00
#1-3	Patching with Black Base, 9” depth (milling to a depth of 11”, with replacement of 9” Black Base and 2” Type C Hot Mix), including labor, equipment, removal and disposal of existing materials, caliche base and sub-grade (if soft or unstable) to a depth of 11” and replacing with 9” of Black Base and 2” Type C Hot Mix.	1000	SY	182.40	182,400.00
#1-4	Patching with 2 sack flowable fill, 6”depth, (milling to a depth of 8”,with replacement of 6” 2 sack flowable fill and 2” Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grad (if soft or unstable) to a depth of 8” and replacing with 6” of 2 sack flowable fill and 2” Type D or C Hot Mix.	100	SY	380.00	38,000.00
#1-5	Patching with Hot Mix, 2” depth, (milling to a depth of 2” with Replacement of 2” Type D or C Hot Mix), including labor, Replacement of 2” Type D or C Hot Mix), including labor, equipment, removal and disposal of existing materials, caliche base and sub-grade (if soft or unstable) to a depth 0f 2” and replacing with 2” of Type D or C Hot Mix. (All Millings will go to the City of Lubbock.)	9500	SY	52.00	494,000.00
#1-6	Mobilization	1	EA	90,000.00	90,000.00
			Total (Items 1-1 through 1-6):		**$ 988,100.00**

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

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

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

Date: 12-18-24

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd
Company

11820 Univ
Address

Lub , Lub
City, County

Tx , 79423
State Zip Code

Telephone: 806 - 745 6011

Fax: 806 - 745 4074

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 130 -91

EMAIL: lonestarsteve@nts-online.net

M/WBE Firm:

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

City of Lubbock TEXAS

2025 Proposed Projects
Street Maintenance

- Asphalt Patch/Concrete Repl
- Resurfacing
- Rejuvenator

Purchasing and Contract Management

Project Summary

ITB 25-18466-TF
2025 Asphalt Patching

Notice was published in the Lubbock Avalanche Journal on November 24 & December 1, 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 November 24 to December 18, 2024.
5 individuals attended the pre-bid meeting.
38 vendors downloaded the documents using Bonfire.com.
17 vendors were notified separately.
2 vendors submitted bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2025

Capital Project Number:	92870
Capital Project Name:	Street Maintenance 2025

Encumbered/Expended	**Budget**
Advertising	$ 706
Agenda Items, January 28th, 2025	
Lonestar Dirt & Paving Contract #18466 - Asphalt Patching	$ 988,100
Omega 4 Construction, LLC. Contract #18469 - Concrete Replacement	980,000
Intermountain Slurry Seal, Inc. Contract #18478 - Micro-Surfacing	9,351,690
Encumbered/Expended To Date	11,320,496
Estimated Costs for Remaining Appropriation	
Street Maintenance	2,679,504
Remaining Appropriation	2,679,504
Total Appropriation	$ 14,000,000



CIP 92870 Street Maintenance 2025

Upgrades/Major Maintenance

Project Manager: Tim Merritt - Paved Streets

Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project Highlights

Council Priorities Addressed:
This project addresses Community Improvement as several miles of street systems are improved in several areas of town. There are some areas that these maintenance projects may spur infield redevelopment. These maintenance projects will also prevent several street from deteriorating to the point that very costly rebuilds are required.

Project History

- FY 2024-25 $14,000,000 was appropriated by Ord. 2024-O0128

Project Dates

Bid Projects December 2024 thru May 2025
Construction of projects March of 2025 thru December 2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$14,000,000	$17,000,000	$18,000,000	$18,000,000	$18,000,000	$19,000,000	$0
TOTAL	**$14,000,000**	**$17,000,000**	**$18,000,000**	**$18,000,000**	**$18,000,000**	**$19,000,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	$14,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$14,000,000**	**$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**

Powered by OpenGov

Information

Agenda Item

Resolution - Public Works Paved Streets: Consider a resolution authorizing the Mayor to execute Contract 18469, with Omega 4 Construction, LLC., for Concrete Replacement associated with the 2025 Street Maintenance Program.

Item Summary

This project will provide for the repair of failed concrete curbs, ramps and valley gutters in the public roads in targeted areas, specifically the area bound by South Loop 289, Quaker Avenue, Indiana Avenue, and 82nd Street. These targeted areas will then be scheduled for overlay treatment the following year, which is the final step towards having the road system in superior condition.

City staff issued an Invitation to Bid (ITB) for concrete replacement. In response to ITB 25-18469-TF, the following bid proposals were received and opened on December 12, 2024.

Contractor	Amount
Omega 4 Construction, Lubbock, Texas	$980,000.00
West Infrastructure Construction, LLC., Lubbock, Texas	$1,025,700.00
Digg Commercial, LLC., Del Valle, Texas	$1,158,000.00
MH Civil Constructors, Inc., Amarillo, Texas	$1,256,000.00
STX Civil, Loredo, Texas	$1,314,100.00
Ti-Zack Concrete, LLC., Le Center, Minnesota	$1,342,200.00
LA Fuller and Sons, Amarillo, Texas	$1,365,981.90
Lone Star Dirt & Paving, Lubbock, Texas	$1,465,000.00
West Texas Paving, Inc., Lubbock, Texas	$1,577,800.00

Staff recommends contract award to the lowest bidder, Omega 4 Construction, for the estimated amount of $980,000.00.

Time for completion is 100 consecutive calendar days with liquidated damages of $1,204.28 per day for each consecutive calendar day after substantial completion set forth herein above, for completion of this project.

This contract is awarded by unit price. The total amount of the award is estimated, based on estimated quantities, and actual expenditures may be more or less depending on actual needs. The price per unit will not change, and expenditures will not exceed appropriated funds.

Fiscal Impact

Contract 18469 for $980,000.00 is funded in Capital Improvement Project 92870–2025 Street Maintenance Capital Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution 18469
Contract 18469
Map
18469-Project Summary
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18469 for 2025 Concrete Replacement, by and between the City of Lubbock and Omega 4 Construction, LLC, on terms consistent with the bid submittal form attached hereto, and related documents. Said form 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.Contract-Omega 4 Construction, LLC
January 8, 2025

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 12/12/2024

PROJECT NUMBER: **ITB 25-18469-TF, 2025 Concrete Replacement**

Bid of Omega 4 Construction LLC (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **95 consecutive calendar days** with **final completion** of the project within **100 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$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.

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

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

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

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

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

City of Lubbock, TX
Public Works
ITB 25-18469-TF
2025 Concrete Replacement

Omega 4 Construction, LLC of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Base Bid					
#1-1	30" Curb & Gutter, Class B Concrete (3,000 psi @ 7 days), 30" wide separate gutter or saw-tooth curb & gutter; including labor, equipment, removal and	2400	LF	32.25	77,400.00
#1-2	Valley Gutter & Fillets, 8" Class B concrete (3,000 psi @ 7 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, saw cut joints, complete and in place.	3000	SY	80.17	240,510.00
#1-3	Placement of 2 sack flowable fill to 6" depth; including labor, equipment, removal and disposal of asphaltic surface, caliche base or existing sub-grade (if soft or unstable) to a depth of 8" and replace with 6" of 2 sack flowable fill.	800	SY	112.06	89,648.00
#1-4	Patching 2" H.M.A.C. (Type C or D, with approves crushed gravel); including labor, equipment, removal and disposal of existing surface, and (if applicable) prime and tack coat.	3200	SY	41.38	132,416.00
#1-5	Concrete Ramp (Class A), 4" reinforced concrete and Detectable Warning Tile; including labor, equipment, removal and disposal of existing materials, sub-grade preparation, installed and complete in place.	2600	SF	61.24	159,224.00
#1-6	Concrete Flatwork (Class A), 4" reinforced concrete (3,000 psi @ 28 days); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, complete and in place.	1500	SF	56.83	85,245.00
#1-7	Concrete Retaining Wall (Class A), 6" thick and varying heights; including labor, equipment, sub-grade preparation, complete and in place.	700	LF	106.50	74,550.00
#1-8	Valley Gutter & Fillets, 8" Class C concrete (3,600 psi @ 28 days), Reinforced (Ref. Section 8.7.12 for specifications for reinforcement information); including labor, equipment, removal and disposal of existing materials, sub-grade preparation, saw cut joints, complete and in place.	1000	SY	116.03	116,030.00
#1-9	Mobilization	1	One Time	4,977.00	4,977.00
			Total (Items 1-1 through 1-9):		**$ 980,000.00**

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of Nine Hundred and eighty eight thousand **Dollars ($**988,000.00**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 12/12/2024

Jerry McKenzie
Authorized Signature

Jerry McKenzie
(Printed or Typed Name)

Omega 4 Construction LLC
Company

2807 74th Pl. Suite 13
Address

Lubbock, Lubbock
City, County

Texas, 79423
State Zip Code

Telephone: 806 - 789-3338

Fax: _____ - _____

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.

82-0895779

EMAIL: jerry@omega4construction.com

M/WBE Firm:

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

City of Lubbock TEXAS

2025 Proposed Projects
Street Maintenance

- Asphalt Patch/Concrete Repl
- Resurfacing
- Rejuvenator

Purchasing and Contract Management

Project Summary

ITB 25-18469-TF
2025 Concrete Replacement

Notice was published in the Lubbock Avalanche Journal on November 17 & November 24, 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 November 17 to December 12, 2024.
6 individuals attended the pre-bid meeting.
64 vendors downloaded the documents using Bonfire.com.
18 vendors were notified separately.
9 vendors submitted bids.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2025

Capital Project Number:	92870
Capital Project Name:	Street Maintenance 2025

Encumbered/Expended	**Budget**
Advertising	$ 706
Agenda Items, January 28th, 2025	
Lonestar Dirt & Paving Contract #18466 - Asphalt Patching	$ 988,100
Omega 4 Construction, LLC. Contract #18469 - Concrete Replacement	980,000
Intermountain Slurry Seal, Inc. Contract #18478 - Micro-Surfacing	9,351,690
Encumbered/Expended To Date	11,320,496
Estimated Costs for Remaining Appropriation	
Street Maintenance	2,679,504
Remaining Appropriation	2,679,504
Total Appropriation	$ 14,000,000



CIP 92870 Street Maintenance 2025

Upgrades/Major Maintenance

Project Manager: Tim Merritt - Paved Streets

Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project Highlights

Council Priorities Addressed:
This project addresses Community Improvement as several miles of street systems are improved in several areas of town. There are some areas that these maintenance projects may spur infield redevelopment. These maintenance projects will also prevent several street from deteriorating to the point that very costly rebuilds are required.

Project History

- FY 2024-25 $14,000,000 was appropriated by Ord. 2024-O0128

Project Dates

Bid Projects December 2024 thru May 2025
Construction of projects March of 2025 thru December 2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$14,000,000	$17,000,000	$18,000,000	$18,000,000	$18,000,000	$19,000,000	$0
TOTAL	**$14,000,000**	**$17,000,000**	**$18,000,000**	**$18,000,000**	**$18,000,000**	**$19,000,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	$14,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$14,000,000**	**$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**

Powered by OpenGov

Information

Agenda Item

Resolution - Public Works Paved Streets: Consider a resolution authorizing the Mayor to execute Contract 18478, with Intermountain Slurry Seal, Inc., for Micro-Surfacing associated with the 2025 Street Maintenance Program.

Item Summary

This micro-surfacing project is a surface overlay over the previous asphalt and concrete repair projects. Micro-surfacing provides an aesthetic quiet riding surface with superior traction characteristics. The project will extend street life a maximum 10 years before further preventative maintenance is required. This year's project will concentrate in the following areas:

- areas bounded by 50th Street and South Loop 289, from University Avenue to Avenue A;
- areas bounded by Erskine Street and Marsha Sharp Freeway, from University Avenue to Avenue Q;
- 82nd Street from Interstate 27 to Avenue U; and
- 82nd Street from Upland Avenue to Alcove Avenue.

In response to RFP-25-18478-TF, the following bids were received and opened on December 12, 2024.

Contractor	Amount
Intermountain Slurry Seal, Inc., Salt Lake City, Utah	$9,351,690.00
VSS International, Inc., West Sacramento, California	$12,980,120.00

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	Points/100 pts
Intermountain Slurry Seal, Inc., Salt Lake City, Utah	96.67
VSS International, Inc., West Sacramento, California	74.15

Staff recommends contract award to the highest rank proposer, Intermountain Slurry Seal Inc., in the amount of $9,351,690.00. Time for completion is 90 calendar days with liquidated damages of $1,204.28 per consecutive calendar day.

Fiscal Impact

Contract 18478 for $9,351,690.00, is funded in Capital Improvement Project 92870 - 2025 Street Maintenance Capital Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works

Attachments

Resolution 18478
Contract 18478
Map
18478-Project Summary
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18478 for 2025 Micro-Surfacing, by and between the City of Lubbock and Intermountain Slurry Seal, Inc., on terms consistent with the bid submittal form attached hereto, and related documents. Said form 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.Contract-Intermountain Slurry
January 8, 2025

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: December 12, 2024

PROJECT NUMBER: **RFP 25-18478-TF, 2025 Micro-Surfacing**

Proposal of Intermountain Slurry Seal, 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: 85 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 90 **(to Final Completion)**

(not to exceed 195 consecutive calendar days to Substantial Completion / 200 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 **195 Consecutive Calendar Days** with **final completion** within **200 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, 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 25-18478-TF
2025 Mirco-Surfacing

Intermountain Slurry Seal, Inc. of Salt Lake City, UT

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
General					
#1-1	Micro-Surfacing CSS-1P or 1EP in accordance with TxDOT Specifications Item #350, including, emulsion, mineral filler, aggregate, labor, equipment, and all incidentals needed to produce micro-surfacing, delivered and placed.	16460	Tons	335.00	5,514,100.00
#1-2	Scrub Seal- # 6 Rock grade “A” sack or grade “B” sack if Meets soundness test. Polymer emulsion that meets the Requirements if item 300, “Asphalt, oils, and Emulsions” Table 10 CMS-2P.	991000	SY	3.40	3,369,400.00
#1-3	Paint stripe tabs for all streets requiring lane line repainting, including labor, equipment, preparation of existing surface, etc.	1200	EA	1.50	1,800.00
#1-4	20’ Rail Road and the double R’s replacement including grinding, sealing, pre-marking, elimination of existing markings, and installation relay markings complete and in place.	5	EA	1,500.00	7,500.00
#1-5	Type I Thermoplastic pavement marking .125 Mil 24” white stop line (TxDOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	1700	LF	25.00	42,500.00
#1-6	Type I Thermoplastic pavement marking .125 Mil 24” white continental crosswalk (TxDOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	1800	LF	25.00	45,000.00
#1-7	Thermoplastic pavement marking Right or Left turn arrow (TxDOT DMS 8220). Including labor, equipment, and preparation of existing surface. Complete and in place.	35	EA	500.00	17,500.00
#1-8	6” lane line elimination. Including labor, equipment, and All tools necessary to remove and relay markings.	46000	LF	1.25	57,500.00
#1-9	8” lane line elimination. Including labor, equipment, and all tools necessary to remove and relay markings.	23800	LF	1.30	30,940.00
#1-10	24” Thermoplastic lane line elimination. Including labor, equipment, and all tools necessary to remove thermoplastic markings.	1700	LF	11.00	18,700.00
#1-11	Thermoplastic turn arrow elimination. Including labor, equipment, and all tools necessary to remove thermoplastic markings.	35	EA	150.00	5,250.00

City of Lubbock, TX
Public Works
RFP 25-18478-TF
2025 Mirco-Surfacing

Intermountain Slurry Seal, Inc. of Salt Lake City, UT

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
General					
#1-12	Milling of Asphalt surface to various depths at all locations where Micro-Surfaced streets will join at either a concrete valley gutter, or concrete intersection, at varying widths. Including labor, equipment, and all incidentals needed to ensure a smooth transition between existing concrete surface, and the Micro-Surfaced street. The resulting millings to be retained by the City of Lubbock.	200	SY	20.00	4,000.00
#1-13	Tree Trimming in public right-of-way (streets). A vertical Clearance of twelve feet (12') above top of curb. According to City of Lubbock ordinace Sec. 36.01.005. Including, labor, equipment, removal and disposal of trees.	150	EA	250.00	37,500.00
#1-14	Mobilization	1	EA	200,000.00	200,000.00
		Total (Items 1-1 through 1-14):			**$ 9,351,690.00**

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 ($_____) or a Proposal Bond in the sum of Five Percent of the Total Bid Amount **Dollars ($** 5% of Total Bid **), 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 12, 2024

Authorized Signature

Ken Walschlager, Area Manager
(Printed or Typed Name)

Intermountain Slurry Seal, Inc.
Company
1000 North Warm Springs Road
Address
Salt Lake City, Salt Lake
City, County
Utah, 84116
State Zip Code
Telephone: (801) - 532-8200
Fax: N/A -
Email: ken.walschlager@gcinc.com

FEDERAL TAX ID or SOCIAL SECURITY No.

87-0307259

(Seal if Offeror is a Corporation)

ATTEST:

Secretary Joshua Bowen, VP & Assistant Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 12/4/24
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

INTERMOUNTAIN SLURRY SEAL, INC. CORPORATE SEAL WYOMING Apr 24 1962

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

City of Lubbock TEXAS

2025 Proposed Projects
Street Maintenance

- Asphalt Patch/Concrete Repl
- Resurfacing
- Rejuvenator

Purchasing and Contract Management

Project Summary

RFP 25-18478-TF
2025 Micro-Surfacing

Notice was published in the Lubbock Avalanche Journal on November 17 & November 24, 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 November 17 to December 12, 2024.
5 individuals attended the pre-proposal meeting.
28 vendors downloaded the documents using Bonfire.com.
35 vendors were notified separately.
2 vendors submitted proposals.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2025

Capital Project Number:	92870
Capital Project Name:	Street Maintenance 2025

Encumbered/Expended	**Budget**
Advertising	$ 706
Agenda Items, January 28th, 2025	
Lonestar Dirt & Paving Contract #18466 - Asphalt Patching	$ 988,100
Omega 4 Construction, LLC. Contract #18469 - Concrete Replacement	980,000
Intermountain Slurry Seal, Inc. Contract #18478 - Micro-Surfacing	9,351,690
Encumbered/Expended To Date	11,320,496
Estimated Costs for Remaining Appropriation	
Street Maintenance	2,679,504
Remaining Appropriation	2,679,504
Total Appropriation	$ 14,000,000



CIP 92870 Street Maintenance 2025

Upgrades/Major Maintenance

Project Manager: Tim Merritt - Paved Streets

Project Scope

Various tools are used as preventative maintenance measures for our public roads, among them are Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and ride smoothness. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project Highlights

Council Priorities Addressed:
This project addresses Community Improvement as several miles of street systems are improved in several areas of town. There are some areas that these maintenance projects may spur infield redevelopment. These maintenance projects will also prevent several street from deteriorating to the point that very costly rebuilds are required.

Project History

- FY 2024-25 $14,000,000 was appropriated by Ord. 2024-O0128

Project Dates

Bid Projects December 2024 thru May 2025
Construction of projects March of 2025 thru December 2025

Project Location

City-wide

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Construction	$14,000,000	$17,000,000	$18,000,000	$18,000,000	$18,000,000	$19,000,000	$0
TOTAL	**$14,000,000**	**$17,000,000**	**$18,000,000**	**$18,000,000**	**$18,000,000**	**$19,000,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
General Fund Cash	$14,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$14,000,000**	**$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**

Powered by OpenGov

Information

Agenda Item

Ordinance 2nd Reading - Public Works Traffic Operations: Consider Ordinance No. 2025-O0008, amending Section 20.05.102 of the City of Lubbock Code of Ordinances, with regard to the establishment of speed limits.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance.

The four roadway segments below are currently under construction, with modified designs from their original layouts. Due to these design changes, the Traffic Management and Engineering Department analyzed each of these segments to recommend speed limit changes. These speed limit recommendations were presented to the Citizens Traffic Commission for their approval and recommendation to the City Council. The City of Lubbock Traffic Engineering Department utilizes the Federal Highway Administration's USLIMITS2 System to assist in speed limit designs. This engineering tool considers many factors, such as roadway design speeds, crash rates, speed studies, and the number of adjacent approaches to develop an appropriate speed limit recommendation for roadway segments.

The Citizens Traffic Commission approved the following speed limit changes unanimously, on December 17, 2024, based on each segment's engineered design speed.

98th Street (Item 47)
- Savannah Avenue to Alcove Avenue – 30 mph to 45 mph

146th Street (Item 54)
- Indiana Avenue to Quaker Avenue – 30 mph to 45 mph

Erskine Street (Item 92-93)
- North Frankford Avenue to North Juneau Avenue – 40 mph to 45 mph

Upland Avenue (Items 301-303)
- 66th Street to 82nd Street– 50 mph to 45 mph

*Note that a lower construction speed limit for each segment will remain in place under administrative order until construction on that segment is complete and the final design of the roadway is open.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works
Citizens Traffic Commission

Attachments

Ordinance

Summary of Speed Limit Changes

Speed Limit Modifications Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas in order to reflect a recent speed limit change; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.101, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
1.	East 4th Street (FM 40)	West Only	From the Easternmost City Limits to 60 ft. West of Linden Ave.	50
2.	East 4th Street (FM 40)	West Only	From 60 ft. West of Linden Ave. to 0.2 mi. East of Idalou Road (US 62)	55
3.	East 4th Street (FM 40)	East Only	From 0.2 mi. East of Idalou Road to the Easternmost City Limits	50
4.	East 4th Street (FM 40)	East & West	From 0.2 mi. East of Idalou Road (US 62) to Idalou Road (US 62)	40
5.	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.1 mi East of Toledo Ave.	50
6.	4th Street (FM 2255)	East & West	From 0.1 mi East of Toledo Ave. to 200 ft. West of Homestead Ave.	45
7.	4th Street (FM 2255)	East & West	From 200 ft. West of Homestead Ave. to 486 ft. East of Quincy Ave.	50
8.	4th Street (FM 2255)	East & West	From 486 ft. East of Quincy to 0.292 mi. East of Inler Ave (FM 179)	60
9.	4th Street (FM 2255)	East & West	From 0.292 mi. East of Inler Ave (FM 179) to 0.3 mi. East of Research Blvd. (Spur 309)	55
10.	4th Street (FM 2255)	East & West	From 0.3 mi. East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
11.	East 19th Street	East & West	From the Easternmost City Limits to East Loop 289	35
12.	East 19th Street	East & West	From East Loop 289 to Guava Ave.	40
13.	East 19th Street (US 62, SH 114)	West Only	From M. L. King, Jr. Blvd. to Canyon Lake Drive	45

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
14.	East 19th Street (US 62, SH 114)	West Only	From Canyon Lake Drive to 80 ft. West of Birch Ave.	50
15.	East 19th Street (US 62, SH 114)	West Only	From 80 ft. West of Birch Ave. to Avenue A	35
16.	East 19th Street (US 62, SH 114)	East Only	From Avenue A to Weber Drive	35
17.	East 19th Street (US 62, SH 114)	East Only	From Weber Drive to M. L. King, Jr. Blvd.	50
18.	East 19th Street (US 62, SH 114)	East & West	From Avenue A to Canton Ave.	35
19.	East 19th Street (US 62, SH 114)	East & West	From Canton Ave. to Memphis Ave.	40
20.	19th Street (SH 114)	East & West	From Memphis Ave. to West Loop 289	45
21.	19th Street (SH 114)	East & West	From West Loop 289 to Juneau Ave.	50
22.	19th Street (SH 114)	East & West	From Juneau Ave. to Yuma Ave.	55
23.	19th Street (SH 114)	East & West	From Yuma Ave. to the Westernmost City Limits	60
24.	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20
25.	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
26.	34th Street	East & West	From Avenue A to Interstate 27	40
27.	34th Street	East & West	From Interstate 27 to Slide Road	35
28.	34th Street	East & West	From Marsha Sharp Freeway (US 62/82) to Elkhart Ave.	35
29.	34th Street	East & West	From Elkhart Ave. to Iola Ave.	40
30.	34th Street	East & West	From Iola Ave. to the Westernmost City Limits	45
31.	East 50th Street (FM 835)	West Only	From the Easternmost City Limits to East Loop 289	60
32.	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15 mi. East of Guava Ave.	55
33.	East 50th Street (FM 835)	East Only	From 0.15 mi. East of Guava Ave. to the Easternmost City Limits	55
34.	East 50th Street (FM 835)	East & West	From 0.15 mi. East of Guava Ave. to Avenue A	45
35.	East 50th Street (FM 835)	East & West	From Avenue A to Interstate 27	40
36.	50th Street	East & West	From Interstate 27 to Frankford Ave.	40
37.	50th Street	East & West	From Milwaukee Ave. to Upland Ave.	45
38.	50th Street	East & West	From Upland Ave. to Westernmost City Limits	50
39.	66th Street	East & West	From Iola Ave. to Marsha Sharp Freeway (US 62/82)	35
40.	66th Street	East & West	From Upland Ave. to Westernmost City Limits	45
41.	East 82nd Street	East & West	From M. L. King, Jr. Blvd. to Elm Ave.	50
42.	East 82nd Street	East & West	From Elm Ave. to Ash Ave.	40
43.	82nd Street	East & West	From Ash Ave. to Ave. P	40
44.	82nd Street	East & West	From Ave. P to Westernmost City Limits	45
45.	98th Street	East & West	From the Easternmost City Limits to Nashville Ave.	45
46.	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
47.	98th Street	East & West	From Savannah Ave. to Alcove Ave.	45
48.	114th Street	East & West	From Easternmost City Limits to Frankford Ave.	45

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
49.	114th Street	East & West	From Frankford Ave. to Upland Ave.	50
50.	130th Street (FM 1585)	East & West	From the Easternmost City Limits to 0.259 mi. West of University Ave.	55
51.	130th Street (FM 1585)	East & West	From 0.259 mi. West of University Ave to .322 mi West of Frankford Ave	60
52.	130th Street (FM 1585)	East & West	From 0.259 mi. West of University Ave to 0.322 mi. West of Frankford Ave	60
53.	130th Street (FM 1585)	East & West	From 0.322 mi. West of Frankford Ave to the Westernmost City Limits	65
54.	146th Street	East & West	From Indiana Ave to Quaker Ave	45
55.	Alcove Avenue	North & South	From the Northernmost City Limits to 36th St.	55
56.	Alcove Avenue	North & South	From Marsha Sharp Freeway. to 98th St.	40
57.	Alcove Avenue	North & South	From 98th St. to the Southernmost City Limits	55
58.	Avenue A	North & South	From Marsha Sharp Freeway (US 82) to 51st St.	40
59.	Avenue A South Drive	North & South	From 51st St. to 61st St.	50
60.	Avenue A South Drive	North & South	From 61st St. to Interstate 27	45
61.	Avenue P	North & South	From 82nd St. to the Southernmost City Limits	40
62.	Avenue Q North Drive (Spur 326)	South Only	From North Interstate 27 to 90 ft. South of Grinnell St.	50
63.	Avenue Q North Drive (Spur 326)	South Only	From 90 ft. South of Grinnell St. to 0.16 mi. South of Erskine St.	45
64.	Avenue Q North Drive (Spur 326)	South Only	From 0.16 mi. South of Erskine St. to Clovis Road (US 84)	55
65.	Avenue Q North Drive (Spur 326)	North Only	From Clovis Road (US 84) to 230 ft. North of 1st St.	45
66.	Avenue Q North Drive (Spur 326)	North Only	From 230 ft. North of 1st St. to 0.12 mi. South of Erskine St.	55
67.	Avenue Q North Drive (Spur 326)	North Only	From 0.12 mi. South of Erskine St. to North Interstate 27	45
68.	Avenue Q (US 84)	North & South	From Clovis Road (US 84) to 23rd St.	35
69.	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
70.	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
71.	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45
72.	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 58th St. to 0.257 mi. Southeast of 58th St.	50
73.	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 0.257 mi. Southeast of 58th St. to Interstate 27	55
74.	Avenue Q South Drive/Slaton Hwy (US 84) Frontage Rd	Northwest	From 200 ft. Southwest of Ash Ave. to 58th St.	45
75.	Avenue Q South Drive/Slaton Hwy (US 84) Frontage Rd	Southeast	From 58th St. to 600 ft. Southeast of Ash Ave.	45
76.	East Broadway	East & West	From Idalou Road (US 62) to Avenue A	45
77.	Buddy Holly Avenue	North & South	From North Interstate 27 to Marsha Sharp Freeway (US 82)	40

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
78.	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
79.	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
80.	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
81.	Clovis Road (US 84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
82.	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271 mi. West of North Quaker Ave.	60
83.	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271 mi. West of North Quaker Ave.	35
84.	Clovis Road (US 84)	Southeast & Northwest	From 712 ft. East of North Slide Road to the Westernmost City Limits	75
85.	Clovis Road Frontage Road	Southeast & Northwest	From 712 ft. East of North Slide Road to the Westernmost City Limits	50
86.	East Erskine Street	North & South	From North M. L. King, Jr. Blvd. to East Loop 289	45
87.	Erskine Street	East & West	From North Ash Ave. to North Interstate 27	35
88.	Erskine Street	East & West	From North Interstate 27 to North Avenue Q Drive (Spur 326)	45
89.	Erskine Street	East & West	From North Avenue Q Drive (Spur 326) to North University Ave. (FM 1264)	50
90.	Erskine Street	East & West	From N. Indiana Ave. to North Texas Tech Parkway	45
91.	Erskine Street	East & West	From North Indiana Ave. to 100 ft. West of North Knoxville Ave.	40
92.	Erskine Street	East & West	From North Loop 289 to North Juneau Ave.	45
93.	Erskine Street	East & West	From North Juneau Ave. to Westernmost City Limits	40
94.	North Frankford Avenue (FM 2528)	North & South	From the Northernmost City Limits to Princeton St.	60
95.	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
96.	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
97.	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
98.	Frankford Avenue	North & South	From West Loop 289 to 34th St.	40
99.	Frankford Avenue	North & South	34th St. to 360 ft. South of 41st St.	35
100.	Frankford Avenue	North & South	From 50th St. to 122nd St.	45
101.	Frankford Avenue	North & South	From 122nd St. to the Southernmost City Limits	55
102.	Idalou Road (US 62/82, SH114)	Southwest Only	From the Easternmost City Limits to 100 ft. Northeast of East Dartmouth Ave.	65
103.	Idalou Road (US 62/82, SH114)	Southwest Only	From 100 ft. Northeast of East Dartmouth Ave. to 300 ft. Northeast of East Baylor Ave.	60
104.	Idalou Road (US 62/82, SH114)	Southwest Only	From 300 ft. Northeast of East Baylor Ave. to East 3rd St.	55
105.	Idalou Road (US 62, SH114)	Southwest Only	From E 3rd St. to 0.128 mi. Southwest of East Broadway	40

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
106.	Idalou Road (US 62, SH114)	Southwest Only	From 0.128 mi. Southwest of East Broadway to M. L. King, Jr. Blvd.	45
107.	Idalou Road (US 62, SH114)	Northeast Only	From M. L. King, Jr. Blvd. to 100 ft. Northeast of Spruce Ave.	50
108.	Idalou Road (US 62, SH114)	Northeast Only	From 100 ft. Northeast of Spruce Ave. to 0.128 mi. Southwest of East Broadway	45
109.	Idalou Road (US 62, SH114)	Northeast Only	From 0.128 mi. Southwest of East Broadway to 128 ft. Northeast of East 4th St. (FM 40)	40
110.	Idalou Road (US 62, SH114)	Northeast Only	From 128 ft. Northeast of East 4th St. (FM 40) to 0.42 mi. Southwest of Parkway Drive overpass	45
111.	Idalou Road (US 62, SH114)	Northeast Only	From 0.42 mi. Southwest of the Parkway Drive overpass to 200 ft. Northeast of East Baylor Ave.	55
112.	Idalou Road (US 62/82, SH114)	Northeast Only	From 200 ft. Northeast of East Baylor Ave. to 100 ft. Northeast of East Dartmouth Ave.	60
113.	Idalou Road (US 62/82, SH114)	Northeast Only	From 100 ft. Northeast of East Dartmouth Ave. to the Easternmost City Limits	65
114.	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
115.	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289	50
116.	Idalou Road North Frontage Road	Southwest Only	From Loop 289 to Parkway Drive	50
117.	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190 ft. Northeast of East Colgate St.	45
118.	Idalou Road South Frontage Road	Northeast Only	From 190 ft. Northeast of East Colgate St. to 133 ft. Northeast of North Niter Ave.	40
119.	Idalou Road South Frontage Road	Northeast Only	From 133 ft. Northeast of North Niter Ave. to 1.0 mi. Southwest of the Easternmost City Limits	35
120.	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
121.	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
122.	Indiana Avenue	North & South	From 19th St. (SH 62) to South Loop 289	40
123.	Indiana Avenue	North & South	From South Loop 289 to 114th St.	45
124.	Indiana Avenue	North & South	From 114th St. to the Southernmost City Limits	50
125.	Inler Avenue (FM 179)	North & South	From the Northernmost City Limits to 0.664 mi. North of 34th St.	50
126.	Inler Avenue (FM 179)	North & South	From 0.664 mi. North of 34th St. to the Southernmost City Limits	60
127.	Interstate 27 Main Lanes	North & South	From the Northernmost City Limits to the South City Limits	65
128.	Interstate 27 Frontage Road	South Only	From the Northernmost City Limits to 554 ft. South of Country Club Drive	55
129.	Interstate 27 Frontage Road	South Only	From 554 ft. South of Country Club Drive to Marsha Sharp Freeway (US 82)	50
130.	Interstate 27 Frontage Road	South Only	From 13th St. to 550 ft. South of 19th St. (US 62)	45
131.	Interstate 27 Frontage Road	South Only	From 550 ft. South of 19th St. (US 62) to 170 ft. North of 32nd St.	50

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
132.	Interstate 27 Frontage Road	South Only	From 170 ft. North of 32nd St. to 211 ft. South of 66th St.	45
133.	Interstate 27 Frontage Road	South Only	From 211 ft. South of 66th St. to 77th St.	55
134.	Interstate 27 Frontage Road	South Only	From 77th St. to the Southernmost City Limits	45
135.	Interstate 27 Frontage Road	North Only	From the Southernmost City Limits to 77th St.	45
136.	Interstate 27 Frontage Road	North Only	From 77th St. to 211 ft. South of 66th St.	50
137.	Interstate 27 Frontage Road	North Only	From 211 ft. South of 66th St. to 550 ft. South of 19th St. (US 62)	45
138.	Interstate 27 Frontage Road	North Only	From 550 ft. South of 19th St. (US 62) to 13th St.	40
139.	Interstate 27 Frontage Road	North Only	From Marsha Sharp Freeway (US 82) to 554 ft. South of Country Club Dr.	50
140.	Interstate 27 Frontage Road	North Only	From 554 ft. South of Country Club Drive to the Northernmost City Limits	55
141.	East Kent Street (FM 2641)	East & West	From the Easternmost City Limits to North Holly Ave.	55
142.	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
143.	Loop 289 Main Lanes	All directions	All main lanes	65
144.	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.23 mi. Northwest of Idalou Road (US 62/82)	45
145.	Loop 289 Frontage Road	Counter-Clockwise	From 0.0230 mi. Northwest of Idalou Road (US 62/82) to Municipal Drive	50
146.	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M. L. King, Jr. Blvd.	40
147.	Loop 289 Frontage Road	Counter-Clockwise	From M. L. King, Jr. Blvd. to North Avenue N	50
148.	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the turnaround	40
149.	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818 mi. West of the Santa Fe Railway overpass	50
150.	Loop 289 Frontage Road	Counter-Clockwise	From 1.818 mi. West of the Santa Fe Railroad overpass West 0.2 mi. to Landmark Lane	45
151.	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Road (US 84) Southwesterly a distance of 0.3 mi.	45
152.	Loop 289 Frontage Road	Counter-Clockwise	From 0.3 mi. Southwest of Clovis Road (US 84) Southwest 0.495 mi.	55
153.	Loop 289 Frontage Road	Counter-Clockwise	From 0.795 mi. Southwest of Clovis Road (US 84 to North Quaker Ave.	45
154.	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.2 mi. Southwest of North Quaker Ave.	45
155.	Loop 289 Frontage Road	Counter-Clockwise	From 0.2 mi. Southwest of North Quaker Ave. Southwesterly to 0.261 mi. Northeast of 4th St. (FM 2255)	55
156.	Loop 289 Frontage Road	Counter-Clockwise	From 0.261 mi. Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
157.	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25 mi. Southwest of 4th St. (FM 2255)	45
158.	Loop 289 Frontage Road	Counter-Clockwise	From 0.25 mi. Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923 mi.	55
159.	Loop 289 Frontage Road	Counter-Clockwise	From 1.173 mi. Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
160.	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35 mi. South of 19th St. (SH 114)	40
161.	Loop 289 Frontage Road	Counter-Clockwise	From 0.35 mi. South of 19th St. (SH 114) South a distance of 0.515 mi.	55
162.	Loop 289 Frontage Road	Counter-Clockwise	From 0.865 mi. South of 19th St. (SH 114) to 34th St.	45
163.	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
164.	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
165.	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35 mi. East of University Ave.	50
166.	Loop 289 Frontage Road	Counter-Clockwise	From 0.35 mi. East of University Ave. to 0.060 mi. North of East 4th St. (FM 40)	55
167.	Loop 289 Frontage Road	Counter-Clockwise	From 0.060 mi. North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
168.	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate 27 Frontage Rd	55
169.	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
170.	Loop 289 Frontage Road	South Only	From 0.2 mi. SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40
171.	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd exit to US 87	55
172.	Loop 289 Frontage Road	South to West	From Southbound Interstate 27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
173.	Loop 289 Frontage Road	Clockwise	From Idalou Road (US 62/82) to 0.06 mi. North of East 4th St. (FM 40)	50
174.	Loop 289 Frontage Road	Clockwise	From 0.06 mi. North of East 4th St. to 0.35 mi. East of University Ave.	55
175.	Loop 289 Frontage Road	Clockwise	From 0.35 mi. East of University Ave. to 50th St.	50
176.	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US 62/82)	45
177.	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US 62/82) to 34th St.	45
178.	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29 mi.	45
179.	Loop 289 Frontage Road	Clockwise	From 0.29 mi. North of 34th St. Northerly a distance of 0.466 mi.	55
180.	Loop 289 Frontage Road	Clockwise	From 0.756 mi. North of 34th St. to 19th St. (SH 114)	45
181.	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25 mi. Northeast of 19th St. (SH 114)	45
182.	Loop 289 Frontage Road	Clockwise	From 0.25 mi. Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996 mi.	55

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
183.	Loop 289 Frontage Road	Clockwise	From 1.216 mi. Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
184.	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167 mi.	45
185.	Loop 289 Frontage Road	Clockwise	From 0.167 mi. Northeast of 4th St. (FM 2255) Northeasterly to 0.334 mi. Southwest of North Quaker Ave.	55
186.	Loop 289 Frontage Road	Clockwise	From 0.334 mi. Southwest of North Quaker Ave. to North Quaker Ave.	45
187.	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.2 mi.	45
188.	Loop 289 Frontage Road	Clockwise	From 0.2 mi. Northeast of North Quaker Ave. Northeasterly a distance of 0.530 mi.	55
189.	Loop 289 Frontage Road	Clockwise	From 0.73 mi. Northeast of North Quaker Ave. to Clovis Road (US 84)	45
190.	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.25 mi. East of Landmark Lane	45
191.	Loop 289 Frontage Road	Clockwise	From 0.25 mi. East of Landmark Lane East 1.6 mi. to 385 ft. West of North Avenue S	50
192.	Loop 289 Frontage Road	Clockwise	From 385 ft. West of North Avenue S Easterly to the Santa Fe Railway overpass thru the Turnaround	35
193.	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
194.	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate 27	50
195.	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
196.	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306 mi.	50
197.	Loop 289 Frontage Road	Clockwise	From 2.306 mi. Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
198.	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500 ft. East of Interstate 27	55
199.	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500 ft. East of Interstate 27 to Alcove Ave.	65
200.	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32 mi East of Interstate 27 to Buddy Holly Ave	45
201.	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.4 mi. East of Interstate 27	45
202.	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	45
203.	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Avenue L to University Ave	45
204.	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From University Ave to Detroit Ave	50
205.	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From South of Drive of Champions to Avenue L	45
206.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From Southbound Exit Ramp/Texas Tech Parkway to Orlando Ave.	45

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
207.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	From Northbound Exit Ramp/Texas Tech Parkway to on ramp northeast of Texas Tech Parkway	45
208.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
209.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	From Chicago Ave to 19th St. (SH 114)	45
210.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From Chicago Ave. to 0.5 mi. West of West Loop 289	50
211.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	From 0.5 mi. West of West Loop 289 to Chicago Ave.	50
212.	Marsha Sharp Freeway (US 62/82) Frontage Road	Southwest Only	From 500 ft. East of Milwaukee to Marsha Sharp Freeway (US 62/82) Main Lanes	50
213.	Marsha Sharp Freeway (US 62/82) Frontage Road	Northeast Only	Alcove Avenue to 500 ft. East of Milwaukee Avenue	50
214.	North M. L. King, Jr. Blvd/(LIA Terminal Access)	South & East Only (Counter-Clockwise)	From a point even with the Southern edge of the LIA terminal building to East Bluefield St.	40
215.	North M. L. King, Jr. Blvd/(LIA Terminal Access)	West & South Only (Counter-Clockwise)	From a point even with the Eastern edge of the LIA terminal to a point even with the Southern edge of the LIA terminal building	20
216.	North M. L. King, Jr. Blvd/(LIA Terminal Access)	North & West Only (Counter-Clockwise)	From East Bluefield St. North & West 2755 feet to a point even with the Eastern edge of the LIA terminal building	40
217.	North M. L. King, Jr. Blvd	North & South	From East Bluefield St. to East Ursuline St.	50
218.	North M. L. King, Jr. Blvd	North & South	From East Ursuline St. to North Loop 289	45
219.	North M. L. King, Jr. Blvd	North & South	From North Loop 289 to East 2nd St.	40
220.	M. L. King, Jr. Blvd	South Only	From East 2nd St. to East 6th St.	35
221.	M. L. King, Jr. Blvd	North Only	From East 2nd St. to East 6th St.	40
222.	M. L. King, Jr. Blvd	North & South	From East 6th St. to East 49th St.	40
223.	M. L. King, Jr. Blvd	South Only	From East 49th St. to 370 ft. South of East 50th St.	40
224.	M. L. King, Jr. Blvd	North Only	From East 49th St. to 370 ft. South of East 50th St.	50
225.	M. L. King, Jr. Blvd	North & South	From 370 ft. South of East 50th St. to Slaton Road (US 84)	50
226.	M. L. King, Jr. Blvd	North & South	From East Slaton Road (US 84) to the Southernmost City Limits	45
227.	North Milwaukee Avenue	North & South	From the Northernmost City Limits to Erskine St.	45
228.	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
229.	Milwaukee Avenue	North & South	From 1st St. to 82nd St.	45
230.	Milwaukee Avenue	North & South	From 82nd St. to 114th St.	50
231.	Milwaukee Avenue	North & South	From 114th St. to the Southernmost City Limits	45
232.	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
233.	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate 27	35
234.	Parkway Drive Entrance (US 82)	West Only	From Idalou Road (US 62/82) to Parkway Drive (US 82)	50

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
235.	Parkway Drive Exit Ramp (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
236.	Parkway Drive (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
237.	Parkway Drive (US 82)	Northeast & Southwest	From North Guava Ave. to 500 ft. West of Oak Ave.	45
238.	Parkway Drive (US 82)	Northeast & Southwest	From 500 ft. West of Oak Ave. to Parkway Drive Bridge (East Side)	55
239.	North Quaker Avenue	North & South	From the Northernmost City Limits to 300 ft. South of Kemper St.	50
240.	North Quaker Avenue	North & South	From 300 ft. South of Kemper St. to North Loop 289	35
241.	North Quaker Avenue	North & South	From Texas Tech Parkway South a distance of 0.147 mi.	35
242.	North Quaker Avenue/Quaker Avenue	North & South	From 0.147 mi. South of Texas Tech Parkway to 4th St. (FM 2255)	50
243.	Quaker Avenue	North & South	From 4th St. (FM 2255) to 19th St. (SH 114)	45
244.	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Freeway (US 62/82)	35
245.	Quaker Avenue	North & South	From Marsha Sharp Freeway (US 62/82) to 61st St.	40
246.	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
247.	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
248.	Quaker Avenue	North & South	From 76th St. to 93rd St.	45
249.	Quaker Avenue	North & South	From 93rd St. to 102nd St.	40
250.	Quaker Avenue	North & South	From 102nd St. to the Southernmost City Limits	50
251.	East Regis Street (FM 2641)	East & West	From North Holly Ave. to M. L. King, Jr. Blvd.	55
252.	East Regis Street (FM 2641)	West Only	From M. L. King, Jr. Blvd. to 0.727 mi. East of Interstate 27	55
253.	East Regis Street (FM 2641)	East Only	From M. L. King, Jr. Blvd. to 0.727 mi. East of Interstate 27	45
254.	East Regis Street (FM 2641)	East & West	From 0.527 mi. West of M. L. King, Jr. Blvd. to 0.2 mi. East of Interstate 27	55
255.	Regis Street (FM 2641)	East & West	From 0.2 mi. East of Interstate 27 to 0.155 mi. West of Interstate 27	45
256.	Regis Street (FM 2641)	East & West	From 0.155 mi. West of Interstate 27 to the Westernmost City Limits	55
257.	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.2 mi.	50
258.	Research Boulevard (Spur 309)	North & South	From 0.2 mi. South of 4th St. (FM 2255) South a distance of 0.6 mi.	55
259.	Research Boulevard (Spur 309)	North & South	From 0.8 mi. South of 4th St. (FM 2255) to 19th St. (SH 114)	50
260.	Research Boulevard	North & South	From 19th St. (SH 114) to the Southernmost City Limits	50
261.	East Slaton Road (US 84) Main Lanes	East & West	From Interstate 27 to 0.32 mi. Southeast of Loop 289	55
262.	East Slaton Road (US 84)	Northeast Only	From 0.32 mi. Southeast of Loop 289 Southeasterly a distance of 1.22 mi.	60

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
263.	East Slaton Road (US 84)	Southeast & Northwest	From 1.54 mi. Southeast of Loop 289 to the Southeasternmost City Limits	65
264.	North Slide Road	North & South	From Clovis Road (US 84) to Marshall St.	50
265.	North Slide Road	North & South	From Marshall St. to North Loop 289	40
266.	Slide Road	North & South	From North Loop 289 to 70th St.	40
267.	Slide Road	North & South	From 70th St. to 114th St.	45
268.	Slide Road	North & South	From 114th St. to 660 ft. South of 130th St. (FM 1585)	50
269.	Slide Road	North & South	From 660 ft. South of 130th St. (FM 1585) to the Southernmost City Limits	65
270.	Southeast Drive	Southeast Only	From M. L. King, Jr. Blvd. to 0.09 mi. Southeast of M. L. King, Jr. Blvd.	40
271.	Southeast Drive	Southeast Only	From 0.09 mi. Southeast of M. L. King, Jr. Blvd. to East 38th St.	45
272.	Southeast Drive	Southeast Only	From East 38th St. to 114 ft. Northwest of East 46th St.	55
273.	Southeast Drive	Southeast Only	From 114 ft. Northwest of East 46th St. to East 50th St. (FM 835)	50
274.	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
275.	Southeast Drive	Northwest Only	From East 47th St. to 0.1 mi Northwest of East 38th St.	55
276.	Southeast Drive	Northwest Only	From 0.1 mi Northwest of East 38th St. to 200 ft. Southeast of M. L. King, Jr. Blvd.	50
277.	Southeast Drive	Northwest Only	From 200 ft. Southeast of M. L. King, Jr. Blvd. to ML King, Jr. Blvd.	40
278.	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104 mi.	55
279.	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104 mi. Southeast of East 50th St. (FM 835) to 0.22 mi. Southeast of Southeast Loop 289	60
280.	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22 mi. Southeast of Southeast Loop 289 to the Southeasternmost City Limits	65
281.	Spur 327 Main Lanes	East & West	From Loop 289 to Marsha Sharp Freeway (US 62/82)	60
282.	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave.	50
283.	Spur 327 Frontage Road	West Only	From 0.19 mi East of Milwaukee Ave. to 0.13 mi. West of Milwaukee Ave.	55
284.	Spur 327 Frontage Road	East Only	From Marsha Sharp Freeway (US 62/82) to 0.15 mi. East of Milwaukee Ave.	55
285.	Spur 327 Frontage Road	East Only	From 0.15 mi. East of Milwaukee Ave. to Eastbound South Loop 289	50
286.	North Texas Tech Parkway	North & South	From Erskine St. to 0.261 mi. North of 4th St. (FM 2255)	45
287.	Texas Tech Parkway	North & South	From 0.261 mi. North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
288.	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40

Line Item	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
289.	North University Avenue (FM 1264)	North & South	From the Northernmost City Limits to 0.2 mi. North of North Loop 289	55
290.	North University Avenue (FM 1264)	North & South	From 0.2 mi. North of North Loop 289 to Queens St.	45
291.	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2 mi. North of Clovis Road (US 84)	50
292.	North University Avenue (FM 1264)	South Only	From 0.2 mi. North of Clovis Road (US 84) to Clovis Road (US 84)	40
293.	North University Avenue (FM 1264	North Only	From Clovis Road (US 84) to Erskine St.	35
294.	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2 mi.	45
295.	North University Avenue (FM 1264)	North & South	From 0.2 mi. North of Erskine St. to Queens St.	50
296.	North University Avenue	North & South	From Clovis Road (US 84) to 1st St.	35
297.	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
298.	University Avenue	North & South	From 19th St. (US 62) to South Loop 289	40
299.	University Avenue	North & South	From South Loop 289 to the City Limits 660 ft. South of 114th St.	45
300.	University Avenue	North & South	From the City Limits at 130th St. (FM 1585) to the Southernmost City Limit.	45
301.	Upland Avenue	North & South	From Northernmost City Limits to 66th St.	50
302.	Upland Avenue	North & South	From 66th St. to 82nd St.	45
303.	Upland Avenue	North & South	From 82nd St. to 114th St.	50
304.	Upland Avenue	North & South	From 114th St. to the Southernmost City Limits	55
305.	US 87 Main Lanes	North & South	From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits	75
306.	US 87 Frontage Road	South Only	From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits	45
307.	US 87 Frontage Road	North Only	From the City Limits, 350 ft. North of 98th St. to the Southernmost City Limits	45

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00).

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

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2025.

Passed by the City Council on second reading this_____ day of _____, 2025.

_____
MARK McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Mitchell Bauerwinse, First Assistant City Attorney

Agenda Item 13133
Speed Limit Ordinance Amendment
Summary of changes

98th Street (Item 47)
- Savannah Avenue to Alcove Avenue – 30 mph → 45 mph*

146th Street (Item 54)
- Indiana Avenue to Quaker Avenue – 30 mph → 45 mph*

Erskine Street (Item 92-93)
- North Frankford Avenue to North Juneau Avenue – 40 mph → 45 mph*

Upland Avenue (Items 301-303)
- 66th Street to 82nd Street– 50 mph → 45 mph*

**New Roadway Design Speed*

**Approved by Citizens Traffic Commission on December 17th, 2024*


SPEED LIMIT 45
SPEED LIMIT 45
SPEED LIMIT 45
SPEED LIMIT 45
Erskine St
ARNETT BENSON
4th St
NORTHRIDGE
WEST CARLISLE
CARLISLE
ELM PARK
WEST END
BOWIE
CORONADO
MEDICAL DISTRICT
MAXEY PARK
TECH TERRACE
34th St
STUBBS-STEWART
WHEELOCK AND MONTEREY
50th St
CAPROCK
MELONIE PARK
66th St
REMINGTON PARK
QUAKER HEIGHTS
WATERS
82nd St
REGAL PARK
PRESTON SMITH
UNIVERSITY PINES
QUINCY PARK
98th St
LAKEWOOD
MEADOWS SOUTH
SPRINGFIELD
ORCHARD PARK
114th St
VINTAGE TOWNSHIP
130th St
Alcove Ave
Upland Ave
Milwaukee Ave
Frankford Ave
Slide Rd
Quaker Ave
Indiana Ave
University Ave

AI# 13170
Regular City Council Meeting
01/28/2025:

6. 21.

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10028155, with VWR International, LLC, for the purchase and installation of laboratory fume hoods for the new Police Department Forensic/Property Facility.

Item Summary

This purchase of fume hoods for the Police Department Forensic/Property Facility currently under construction is in accordance with Government Services Administration Co-op Contract GS-07F-119CA.

The manufacturer for these products under this contract is Labconco, and the local area contractor is Lone Star Laboratory Group. The Master Intergovernmental Cooperative Purchasing agreement is entered into by and between governments pursuant to Section 271.102, of the Local Government Code. The purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative. Local governments that purchase goods and services under the subchapter satisfies any state law requiring local governments to seek competitive bids for the purchase of the goods and services.

Staff recommend the award of this contract to VWR International, LLC, for a purchase price of $66,814.91.

Fiscal Impact

Purchase Order 10028155 for $66,814.91, is funded in Capital Improvement Project 92551, Public Safety Improvements Project.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Mark Zavicar, Facilities Management Director

Attachments

Resolution PO 10028155
PO 10028155
92551 Budget Summary PO 10028155

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10028155, for Laboratory Fume Hoods for Police Department Forensic Facility, per GSA Contract GS-07F-119CA, by and between the City of Lubbock and VWR International, LLC, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.VWR International, LLC-PurchaseOrd
January 13, 2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 1/13/2025
Order Number 10028155 000 OP
Branch/Plant 1611

TO: VWR INTERNATIONAL LLC
BUILDING ONE, SUITE 200
100 MATSONFORD ROAD
RADNOR PA 19087

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT CRIME LAB &
EVIDENCE WAREHOUSE
401 N ASH AVENUE
LUBBOCK TX 79403

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

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

Ordered 1/28/2025 Freight .
Requested 3/31/2025 Taken By K MORGAN
Delivery PER Y CHAPMAN REQ 62741 GSA CONTRACT GS-07F-119CA

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Redship Premier Hood	2.000	9,727.3900	EA	19,454.78	3/31/2025
Redship Spillstopr 8ft	2.000	1,659.2400	EA	3,318.48	3/31/2025
Standard Base Cabinet	4.000	1,363.1000	EA	5,452.40	3/31/2025
Installation	1.000	9,975.0000	EA	9,975.00	3/31/2025
Bulk Powder Filtered Station	1.000	28,614.2500	EA	28,614.25	3/31/2025

Total Order

Terms NET 30 66,814.91

INSURANCE REQUIRED:

Commercial General Liability:	**Workers Compensation and Employer Liability:**
$1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). **Automobile Liability:** $1M occurrence is needed.	Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation. **Additional Policies:** N/A
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

This purchase order encumbers funds in the amount of $66,814.91 awarded to VWR International, LLC of Radnor, PA, on _____, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated March 25, 2024, from VWR International, LLC of Radnor, PA, and GSA Contract GS-07F-119CA.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____
Mark McBrayer, Mayor Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Quotation

100 Matsonford Road
Radnor, PA 19087
t: +1 800 932 5000 f: +1 866 329 2897

Sold-To-Party

LUBBOCK POLICE DEPT FO
401 N ASH AVE
LUBBOCK TX 79401

Ship-To-Party

LUBBOCK POLICE DEPT FO
401 N ASH AVE
LUBBOCK TX 79401

Information

Quote	8032375150
Date	03/25/2024
Sold To Customer No.	80973599
Ship To Customer No.	80973599
Contact Name	Whitney McClendon
Telephone	806-782-5542
Email	wmcclendon@mylubbock.us
Currency	USD
Sales Rep	Kody Lovette
Valid	03/25/2024
Expires	03/31/2025
Cust ref	

Information

Term: Transport fees as per standard terms and conditions unless indicated otherwise in this quotation. Taxes not included.

Pricing:

Quotation per GSA contract # GS-07F-119CA. Lead time is approximately (8) to (10) weeks after receipt of approved purchase order by VWR, plus transit time. Transit time is typically (5) to (7) business days. Production levels vary and depending upon when an approved purchase order is received by VWR, lead time may fluctuate. Freight is included in this proposal and is quoted F.O.B. Shipping Point, Freight Charged as Quoted. VWR will not be responsible for any fees associated with any Bonds, Permits, or Taxes unless otherwise stated within this quotation/scope letter. Once an order is placed for any custom products, the client will be held responsible for any accrued charges from our manufacturers should the order be cancelled for any reason. Non-Union/Non-Mechanical installation has been quoted for work to be performed on weekdays from 7:30 A.M. to 5:00 P.M. It will be the Buyer#s responsibility to provide access to the project during these hours. Any work hours required other than noted above will be subject to additional charges. Certification and balancing of hoods is not included in this proposal and shall be the responsibility of others. Fume hoods quoted do not include ductwork, exhaust fans, roof penetrations, flashing and sealing, roof curbs, guy wires and weather caps or any mechanical, plumbing or electrical connections. Fume hoods quoted as Labconco Glacier White in color.

Item	Ref.	Catalog Number	Quantity	Unit Price	Ext. Amount
10	10	89260-056 REDISHIP PREMIER HOOD 8/115V	2 EA	9,727.39	19,454.78
20	20	89260-072 REDISHIP SPILLSTOPR 8FTPREMIER	2 EA	1,659.24	3,318.48
30	30	46610-478 STANDARD BASE CABINET 48IN W	4 EA	1,363.10	5,452.40
45	45	MISCFURN-STDP 5' XPert Bulk Powder Filtered Station **Customer Material No.:** 3962501	1 EA	28,614.25	28,614.25

avantor™ delivered by VWR™

100 Matsonford Road
Radnor, PA 19087
t: +1 800 932 5000 f: +1 866 329 2897

Quotation

Quote : 8032375150

Item	Ref.	Catalog Number	Quantity	Unit Price	Ext. Amount
		OPEN MARKET - 5' XPert Bulk Powder Filtered Station with Access Opening Center, 115V, 60Hz			
50	50	MISC-INSTALL DELIVERY AND NON-MECHANICAL INSTALLATION **Customer Material No.:** INSTALLATION **OPEN MARKET** **SCOPE OF WORK** **# Includes labor, tools, materials, equipment, supervision, and insurance** **# Unload all items of laboratory casework and inventory at the job** **# Move lab equipment to room for installation** **# Install the following** **# Base cabinets** **# Fume hood work surfaces** **# (2) 8# fume hoods** **# Cup sink blank covers** **# (1) Xpert bulk powder filtered enclosure** **# Cove base** **# Haul pallets and cardboard to a dumpster on site** **# Clean cabinets and tops after installation is complete** **# One-year warranty for all labor and materials provided by Lone Star Laboratory Group** **Note: 1. Quote is based on the lab space is ready for installation once the material arrives** **2. Installation is quoted for normal business hours** **EXCLUSIONS/OTHERS TO FURNISH** **# Access to building** **# Storage, lockup, and parking** **# All items to deliver with a liftgate** **# Casework demolition** **# Dumpster** **# Exhaust fan** **# MEP rough ins** **# MEP connections** **# ASHRAE 110-2016** **# Test and balancing** **# Safety shower install** **# Wiremold**	1 EA	9,975.00	9,975.00

100 Matsonford Road
Radnor, PA 19087
t: +1 800 932 5000 f: +1 866 329 2897

Quotation

Quote : 8032375150

Item	Ref.	Catalog Number	Quantity	Unit Price	Ext. Amount
		# Return trips			
		# Overtime and weekends			
		# Taxes			
		Item Total			66,814.91

TO PLACE YOUR ORDER, PLEASE CALL
CONTACT TEL: 1-800-932-5000
FAX: 1-866-329-2897
WWW.VWR.COM

THANK YOU FOR THE OPPORTUNITY TO
EARN YOUR BUSINESS

Installation not included unless otherwise noted.
Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged provided VWR International is notified at the time of order placement. Please note that additional charges may apply to the above. For such arrangements please contact VWR International for a quotation.

It is the customer's responsibility to inspect the shipment upon receipt. If any external damage is noticed, the customer must accept the shipment only after the driver has noted the damage on the customer's delivery receipt and requested an inspection by the carrier. If the shipment arrives with internal/concealed damage, the customer must contact VWR within 24 hours to initiate the right to claim for "concealed damage". VWR reserves the right to repair a damaged product, where applicable, before replacement or credit is determined.

All quotes for installations assume that services related to the equipment are in place at the customer site (including, but not limited to, gas, plumbing, electrical, and ventilation) as per the equipment manufacturer's specifications prior to installation of the equipment. VWR's quote does not include the installation of the aforementioned services.

Items prefixed with "MISC-" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. Please allow 6-8 weeks delivery from the time of your first order or acceptance of this quotation.

VWR's terms and conditions of sale apply. All orders are subject to shipping and handling charges and fuel surcharges. Freight terms may vary. Hazardous items are subject to additional transportation charges. Please visit our website at www.vwr.com for additional information regarding our return policy, product warranty information and other details of our terms and conditions.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2025

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Evidence Warehouse	Municipal Courts	Parking Garage	PD Abandoned Vehicle Fund	Total
	92551.10000	**92551.20000**	**92551.30000**	**92551.40000**	**92551.50000**	**92551.60000**	**92551.70000**	**138.81630**	
Encumbered/Expended									
Acquisition/Title Co.	16,173	670	423,717	-	-	-	-	-	440,560
Advertising & Promotion	948	524	33	1,301	-	197	145	-	3,147
Bolt Furniture Delivery Contract #15886	-	4,333	4,333	4,333	-	-	-	-	12,999
Building Capital Outlay	57,100	-	-	742,339	1,249	166,022	-	-	966,710
Office Furniture & Equipment	1,653,829	7,932	4,259	21,836	-	7,477	-	-	1,695,334
Geotechnical Report Contract # 15056	-	-	-	-	11,535	-	-	-	11,535
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	-	-	18,500
KWA Engineering	5,600	-	-	-	-	-	-	-	5,600
Lee Lewis Contract #14224 Amendment 1	-	5,911,358	5,741,888	5,536,789	-	-	-	-	17,190,035
Lee Lewis Contract #14224 Amendment 2	-	115,359	96,457	95,896	-	-	-	-	307,712
Lee Lewis Contract #15202	-	-	269,780	-	-	-	-	-	269,780
Lee Lewis Contract #15202 Amendment 1	-	-	-	-	-	4,415,200	-	-	4,415,200
Lee Lewis Contract #15202 Amendment 2	-	-	-	-	-	158,838	-	-	158,838
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	-	-	15,800,000
Lee Lewis Contract #15789 Amendment 1	118,767	-	-	-	-	-	-	-	118,767
Lee Lewis Contract #15789 Amendment 2	217,391	-	-	-	-	-	-	-	217,391
Lee Lewis Contract #17114	-	-	-	-	8,101,700	-	-	-	8,101,700
Lubbock Labs Inc. Contract #15942	-	-	-	-	-	50,000	-	-	50,000
Lubbock Labs Inc. Contract #159421	-	-	-	-	-	25,000	-	-	25,000
Lubbock Labs Inc. Contract #17535	-	-	-	-	40,000	-	-	-	40,000
Miscellaneous Charges	-	(709,220)	-	-	-	-	-	-	(709,220)
MWM Contract #13951	-	713,320	337,865	326,840	-	-	-	-	1,378,025
MWM Contract #15857	-	27,500	21,946	27,726	-	-	-	-	77,172
Officewise Contract #15668 FF&E	-	241,741	241,741	241,741	-	-	-	-	725,223
Officewise Contract #15668 FF&E Amendment 1	-	4,042	4,042	4,042	-	-	-	-	12,126
Officewise	116,433	8,344	10,047	9,024	-	244,972	-	-	388,820
Parkhill Contract #14630	40,500	-	-	-	-	-	-	-	40,500
Parkhill Contract #14856	-	-	-	-	-	-	322,251	-	322,251
Parkhill Contract #16308	-	-	-	-	599,100	-	-	-	599,100
Parkhill Contract #16927	595,108	-	-	-	-	-	-	-	595,108
Phase I Assessment	3,000	-	-	-	-	-	-	-	3,000
Professional Services	62,559	(8,432)	(46,084)	24,888	13,955	9,716	(373,810)	-	(317,208)
PSC Contract #14153	1,812,289	-	-	-	-	-	-	-	1,812,289
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	-	-	66,500
RSA Contract #14190	-	-	-	-	-	619,383	-	-	619,383
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	-	-	16,250
RSA Contract #14190 Amendment 2	-	-	-	-	-	4,023	-	-	4,023
RSA Contract #16718	-	-	-	-	-	18,750	-	-	18,750
Technology & Communications	397,428	131,671	135,405	138,049	-	36,078	-	-	838,631
FF&E Officewise PO 10027929	-	-	-	-	99,948	-	-	-	99,948
SSS Shelving Package PO 10028113	-	-	-	-	237,400	-	-	500,500	737,900
Agenda Item January 28, 2025									
VWR Fume Hood Package PO 10028155	-	-	-	-	66,815	-	-	-	66,815
Encumbered/Expended To Date	20,967,125	6,449,142	7,245,429	7,174,805	9,179,201	5,779,406	(51,414)	500,500	57,244,194
PD Account Appropriation	500,500								
Estimated Costs for Remaining Appropriation									
Construction & Equipment	370,791								
Remaining Appropriation	370,791								
Total Appropriation	$ 57,614,985								

AI# 13169
Regular City Council Meeting
01/28/2025:

6. 22.

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Contract 18141, with Covenant Medical Center, for functional assessments of potential and existing Americans with Disabilities Act paratransit passengers.

Item Summary

Citibus issued a Request for Proposals (RFP) from interested occupational therapists, to conduct functional assessments for potential and existing Americans with Disabilities Act (ADA) para-transit passengers. The Federal Transit Administration requires public entities operating a fixed-route system to provide para-transit or other special services to individuals with disabilities, comparable to the level of service provided to individuals without disabilities who use the fixed-route system. ADA Para-transit passenger functional assessments are a component of the eligibility determination process to ensure that individuals are qualified for the use of the ADA para-transit service.

In response to RFP 24-18141-KM, two proposals were received and opened on June 25, 2024.

The proposals were evaluated using the following criteria: 30 points each for Cost, 30 points for Experience, 20 points for Capability of Skill, and 20 points for Understanding of Services. The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Points
Covenant Health Systems, Lubbock, Texas	90.00
ADARide.com LLC, Gardena, California	80.75

Citibus staff and the Evaluation Committee recommend award of the contract to the highest ranked proposal, Covenant Health Systems of Lubbock, Texas, for an estimated cost of $26,830 per year.

The ADA Client Assessment Contract will be active for a period of one year with an additional 4, one-year extensions.

Fiscal Impact

The proposed fee is $128.99 per hour, for in-house assessment services, which are held every Tuesday morning for approximately 4 hours. This is estimated to cost approximately $26,830 per contract year.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Chris Mandrell, Citibus General Manager
Public Transit Advisory Board

Attachments

Resolution - Citibus/Covenant Medical Center ADA Assessments

Contract - Citibus/Covenant Medical Center ADA Assessments

Project Summary - Citibus/Covenant Medical Center ADA Assessments

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. 18141 for Citibus ADA Paratransit Client Assessments, by and between the City of Lubbock and Covenant Medical Center, 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 W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Covenant Medical Center
December 18, 2024

Contract 18141

City of Lubbock, TX
RFP 24-18141-KM
Citibus ADA Paratransit Client Assessments
Agreement

This Service Agreement (this "Agreement") is entered into as of the___day of_____**2025** ("Effective Date") by and between Covenant Medical Center **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 24-18141-KM, Citibus ADA Paratransit Client Assessments and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Citibus ADA Paratransit Client Assessments, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

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

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one-year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index

(CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 90 (consistent with 1.1) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 90 (consistent with 1.1) day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

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

2.13 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 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.

2.17 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

2.20 This purchase order incorporates the current Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

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

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

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Chris Mandrell, Citibus General Manager

APPROVED AS TO FORM

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY: E J

Authorized Representative

Ely Perez

Print Name

3615 19th Street

Address

Lubbock, TX 79410

City, State, Zip Code

City of Lubbock, TX
RFP 24-18141-KM
Citibus ADA Paratransit Client Assessments

GENERAL REQUIREMENTS

1. INTENT

a) Citibus is seeking proposals for interested occupational therapists to assess Citibus clients for ADA Paratransit eligibility.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. BACKGROUND

ADA Paratransit client assessments are conducted as a cost-saving measure to ensure that individuals requiring specialized ADA curb-to-curb service are certified to use it. ADA Client Assessment contract will be active for a period of one (1) year with an additional two (2) year option at the contractor's discretion. Assessment services will be compensated based on an hourly rate.

3. SCOPE OF WORK

3.1 ADA Paratransit client assessments:

a) must be conducted by a licensed occupational therapist, as certified by the Texas Board of Occupational Therapy Examiners. Copies of appropriate certificates and/or licenses must accompany proposal.

b) will be performed at Citibus' Downtown Transfer Plaza at 801 Broadway Avenue (Lubbock, Texas 79401).

c) will occur one (1) time per week, on Tuesdays, two to four (2-4) times per month, between the hours of 9:00am and 12:00pm, and not to exceed a four-hour time frame. Therapist will be notified of cancellations 72-hours in advance of Tuesday showtime. Assessment services will be compensated based on an hourly rate of ONE HUNDRED TWENTY-EIGHT DOLLARS AND 99/100s ($128.99). The hourly rate should include all items of labor, materials, and other costs necessary to perform the contract. Compensation is guaranteed for three (3) hours if the OT is not notified at least 72 hours (three (3) days) in advance of cancellations.

3.2 Under the contract, the selected occupational therapist:

a) will be responsible for own transportation to/from Citibus facility and other related activities.

b) will conduct a blood pressure check and a number of physical activities to gauge the client's ability to board/alight a bus and walk to a bus stop.

c) will conduct a review of the client's medical questionnaire for accuracy.

d) will be available by phone or email to respond to Citibus staff inquiries.

e) will be required to defend client eligibility determination at Lubbock Public Transit Advisory Board meeting, or in a court of law.

f) will be required to file deposition or represent Citibus if contractor is sued over the determination of a client's eligibility.

g) will be required to ensure that Citibus facility is registered and has appropriate registration/renewal certificates.

3.3 There is no guarantee for the amount of assessments needed on an annual basis.

3.4 Ensure compliance with all provisions of the Health Insurance Portability and Accountability Act (HIPAA). Since the contractor will have access to confidential personal and medical information about the applicant, the contractor must comply with all provisions of HIPAA.

3.5 This agreement includes incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

Enclosed:
CitiAccess Application - **Attachment A**
CitiAccess Your Guide to Ride - **Attachment B**

Application for ADA Paratransit Services Eligibility

Thank you for inquiring about eligibility for Citibus Access ADA Paratransit Service. Access is for individuals with a disability or disabling health condition that prevents them from independently using the accessible Citibus fixed route service either all of the time, temporarily or under certain circumstances. The Americans with Disabilities Act (ADA) outlines specific criteria to determine eligibility for paratransit services; therefore, an application and in-person eligibility review are required to determine an applicant's individual eligibility.

The following application must be filled out legibly and completely. The physicians form must be completed by a doctor, licensed health care provider, or licensed social caregiver familiar with your disability. After Access receives your completed application you may be contacted to schedule an in-person interview to determine your eligibility. Transportation will be provided to you free of charge both to and from the in person interview/assessment.

You will receive your eligibility determination within 21 business days from the date that your interview and functional assessment have been completed. If you require any assistance in completing this application you may call our scheduling office at 806-775-3640.

Again, we thank you for your interest in Citibus Access.

Citibus Operations
806-775-3640

Application for ADA Paratransit Services Eligibility

Return completed application to:

CITIBUS
Attn: Citibus Access Eligibility
801 Texas Avenue
Lubbock, Texas 79401

Or by fax: 806-775-2955

OFFICE USE ONLY

Determination:

_____

Expiration Date:

_____

Assessment Date:

_____

Date Letter Mailed:

To ensure your application is processed in a timely manner, all questions must be answered. Part A and Part B must be submitted at the same time. Incomplete applications will be returned to applicant and/or individual/agency completing application. All information is kept confidential. Citibus Access will only use the information obtained in this certification process for the provision of transportation services.

PART A: General information regarding applicant
To be completed by applicant or on behalf of applicant. *(Please Print or Type)*

[ ] New Applicant [ ] Recertification

_____
Last Name First Name Mid. Initial

_____ [ ] Male [ ] Female
Date of Birth

_____
Street Address Apt/Suite # Name of Apt Complex/Nursing Home

_____
City State Zip

_____
Mailing Address if Different

_____
Home Phone Cell Phone E-Mail

Application for ADA Paratransit Services Eligibility

Please answer all of the following questions.

1. What is your physical, mental, or other disability which limits your ability to travel? (Please identify most limiting conditions.)

_____

_____

_____

2. Is this condition temporary? ☐ No ☐ Yes If yes, for how long?_____

3. Please explain as completely as possible how your disability prevents you from getting on (boarding), riding, or getting off (de-boarding) a fixed route bus or how it prevents you from getting to the bus stop.

_____

_____

_____

4. My condition: (mark all that apply) ☐ Is constant ☐ Changes daily
   ☐ Changes at different times of the day ☐ Is in remission ☐ Not applicable

5. I use the following to assist me (mark all that apply).

- ■ Cane
- ■ White Cane
- ■ Walker
- ■ Crutches
- ■ Crutches
- ■ Manual wheelchair
- ■ Motorized wheelchair or scooter
- ■ Wheelchair 24 to 34 inches wide
- ■ Portable oxygen or respirator
- ■ Personal Care Attendant
- ■ Communication Device

■ Other answer: _____

If you marked wheelchair or scooter does the combined weight of the mobility device and your weight exceed 600 lbs? ☐ No ☐ Yes

Do you use a service animal? ☐ No ☐ Sometimes ☐ Yes

If yes or sometimes, please describe the type of animal and what service(s) the animal is trained to perform: _____

_____

6. Do you currently use the Citibus fixed route service?
   - ☐ Yes Which routes? _____
   - ☐ No, because
     - ☐ I have never tried.
     - ☐ I have difficulty getting on or off the bus.
     - ☐ I have difficulty riding specific routes. Why? _____
     - ☐ I have difficulty traveling to and from the bus stops.
     - ☐ I have difficulty recognizing the bus stops.
     - ☐ Other (specify) _____

7. Are you prevented from traveling to or from a bus stop boarding location for one or more of the following reasons?
   - ☐ Inability to negotiate terrain in the area (no sidewalks, hills, etc.) Please explain _____

     _____

   - ☐ Extreme sensitivity to climatic conditions. Please explain _____

     _____

   - ☐ Environmental sensitivities. Please explain _____
   - ☐ Hyper-fatigue, frailty
   - ☐ Bus stop too far away
   - ☐ Other reasons. Please explain: _____

8. Are you **able** to perform the following functions?
   - ☐ Get to a bus stop
   - ☐ Cross the street at traffic lights
   - ☐ Cross the street at busy intersections
   - ☐ Navigate the Citibus fixed routes
   - ☐ Board and get off of a fixed route bus
   - ☐ Transfer from one fixed route to another
   - ☐ Ask for and follow written or oral directions
   - ☐ Find your way between familiar locations
   - ☐ Travel alone from drop off point to destination
   - ☐ Recognize your destination or landmark near your destination

   If you are unable to do any of the above please explain what prevents you.

   _____

   _____

9. List three of your most frequent destinations, and how you get there? Please be specific.

Destination & Street Address	Frequency of Travel	How do you get there now?
Ex. Walmart, 702 W. Loop 289	Twice a week	Route 9 or Friend or family member

10. Are there places you would like to go that you *cannot* get to now?

Destination & Street Address	Frequency of Travel	How do you get there now?
Ex. Covenant Southwest, 9812 Slide Rd	Once a month	Cab

****

In Case Of Emergency Notify (Please select someone who would NOT be riding with you)**:**

Name _____ Relationship _____

Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip Code _____

Application for ADA Paratransit Services Eligibility

Please read and initial that you understand the following Access policies.

1. Eligibility is based on how my disability impacts my functional ability to use the accessible Citibus fixed route service. _____
2. I will be asked to complete a physical/functional assessment, and I will need to bring all mobility aids (including service animals) that I typically use in the community. _____
3. Access is public transportation and I will be sharing rides with other passengers. _____
4. Access does not provide emergency service. _____
5. Excessive no shows could result in ridership suspension per the Guide to Ride. _____
6. Access has 15 minutes before and 15 minutes after the scheduled pick up time to arrive. _____
7. Access will wait only 5 minutes from the time it arrives. _____
8. Access is a curb to curb service. _____

I understand that this application is part of the process to determine eligibility for ADA paratransit service. I certify that the information provided in this application is accurate. I understand that false information may result in the denial or annulment of Access service. I further understand that all information will be kept confidential, and only the information required to provide the services I request will be disclosed to those who perform those services.

Applicant's Signature_____ Date _____

Interviewer's Signature_____ Date _____

**If applicant has been assisted by someone else in completing this application, that person must complete the following:

Last Name	First Name	Mid. Initial
Street Address		Apt. No.
City	State	Zip Code
Home Phone	Work Phone	Relation to Applicant

ACCESS SERVICES ASSESSMENT INFORMED CONSENT & HEALTH INFORMATION

I understand that part of the functional assessment occurs indoors and outdoors.

I may be asked to perform several activities:

- Physical tasks such as walking or using mobility aid to travel several city blocks or a distance equal to the average street length within a specific time, going up and down curbs and/or curb cuts, and getting on and off a simulated public transit bus.

- Cognitive tasks such as recognizing bus route numbers, finding the way to a specific place and obtaining public transit information.

- Obtaining a weight and measurement of me with my mobility aid.

- Having a digital photo taken (for the purpose of providing Access services only).

I understand that private health information from the evaluations will be kept confidential. It will be reviewed by Citibus staff and those performing the evaluations and used to help determine my eligibility for Citibus Access Services. I have read this form and I understand the evaluation procedures and agree to assume the risks and take responsibility for injury or property damage suffered by me during the evaluations not caused by negligence on the part of Citibus Access.

_____ _____

Signature of Applicant (Guardian if Applicable) Date

PART B: HEALTH CARE PROVIDER ASSESSMENT AND VERIFICATION

Dear Health Care Professional:

In order to complete this application on behalf of the applicant, you must be either a certified or license professional.

The applicant is asking you to complete and sign Part B of this form certifying that they have a disability that prevents them from using fixed route bus service (regular city buses). This information will be used to help determine whether or not the applicant needs to use paratransit (curb-to-curb) service or is able to use fixed route service for all or some of their travels. **Please make sure to include any supporting documentation that you feel will assist us in making an eligibility determination.**

Under the Americans with Disabilities Act (ADA), if a person has the functional and cognitive ability to use Citibus Fixed Route buses, that person is not eligible for paratransit services. Disability alone, distance to and from a bus stop, or the availability of fixed route bus service, is not by itself, a qualifier for paratransit services. Eligibility for other programs is also not a qualifier.

All Citibus fixed route buses are ramp equipped for use by individuals using wheelchairs or by individuals who are not able to use steps

Please note: If you do not have Part A, you will need to return Part B to the applicant. We must receive both part A and Part B as one submission.

Who can complete Part B: [must be licensed/certified]

Vocational Rehabilitation	Certified Orientation & Mobility Specialist
Social Worker	Physician
Respiratory Therapist	Physician Assistant
Psychologist	Nurse Practitioner
Psychiatrist	Physical Therapist
Audiologist	Optometrist / Ophthalmologist
Independent Living Specialist	Registered Nurse

Application for ADA Paratransit Services Eligibility

To Be Completed and signed by appropriate health care provider (please print or type)

I am a licensed: (check all that apply)

☐ Medical Doctor (MD or DO)
☐ Psychologist (Ph. D.)
☐ Psychiatrist (MD or DO)
☐ Licensed Mental Health Professional
☐ MDS Nurse (Skilled Nursing Facilities)
☐ Nurse Practitioner
☐ Physician's Assistant
☐ Optometrist or Ophthalmologist
☐ Physical or Occupational Therapist
☐ Certified Orientation & Mobility Specialist
☐ Licensed Rehab/Social Worker
☐ Other _____

Applicant's Name _____
Last First Mid. Initial

The applicant has been diagnosed with the following disability(ies) a ☐ Physical ☐ Cognitive *
☐ Behavioral/Psychiatric* ☐ Seizures Disorders* ☐ Vision* ☐ Other _____
* see appropriate section below

Medical diagnosis of condition causing disability: _____

_____

_____

Is the condition permanent? ☐ Yes ☐ No If not, expected duration: _____

Does this disability prevent the applicant from utilizing the fixed route services (regular bus service)? If yes, please describe in detail. _____

_____

_____

_____

_____

Is the applicant currently on medication(s) that have side effects that will significantly reduce or hinder their ability to independently ride the fixed route buses? ☐ No ☐ Yes
If you selected yes, please explain how the side effects would hinder this applicant's ability to use the accessible fixed route buses: _____

_____

Do the applicant's functional abilities to travel change due to medical treatments, environmental conditions (heat, humidity, cold, ice and snow) or other related factors? ☐ No ☐ Yes
If yes, what are the conditions and/or impact? _____

_____

Application for ADA Paratransit Services Eligibility

Can the applicant do the following:

☐ Able to wait outdoors for 10 minutes
☐ Stand for more than 15 minutes
☐ Ride the fixed routes when feeling well
☐ Ride the fixed routes when not feeling well
☐ Walk or wheel ¼ mile (3 blocks) without assistance

Is the applicant able to be left alone: ☐ Yes ☐ No

Weight of applicant with their mobility device (if applicable):_____

Is applicant on dialysis? ☐ Yes ☐ No

Does the applicant have a hearing impairment? ☐ Yes ☐ No

Please describe any other disability or effect that prevents the applicant from using the accessible fixed route bus service.

_____
_____
_____
_____

Is there any other information you want to provide that will help us in making an appropriate eligibility determination? _____
_____
_____

Cognitive Disability

What is the formal diagnosis of the applicant's condition? _____

Does the applicant of any specific behavioral problems? _____
_____

Is the applicant able to travel alone? ☐ Yes ☐ No

Is the applicant able to:

Give addresses and phone numbers upon request? ☐ Yes ☐ No
Able to recognize a destination or landmark? ☐ Yes ☐ No
Able to deal with unexpected situations or unexpected changes in routine? ☐ Yes ☐ No

Does the applicant have the ability to follow directions? ☐ 1 Step Directions ☐ 2 Step Directions ☐ 3 Step Directions ☐ None

Would the applicant know what to do if he/she became lost while out in the community? ☐ Yes ☐No

Would the applicant know what to do if he/she became lost while out in the community? ☐ Yes ☐No
If No, explain: _____

Does the applicant have the ability to safely cross streets? ☐ Yes ☐ No

Please check all that apply to applicant and provide additional information if necessary:

☐ Problem Solving
☐ Short-term Memory
☐ Attention
☐ Processing
☐ Foresight/Planning
☐ Safety Awareness/Judgment

How would these prevent the applicant from being able to safely use the fixed route service?

_____

_____

Behavioral/ Psychiatric

What is the formal diagnosis of the applicant's condition? _____

What is the prognosis for this condition for independent function? _____

Has the applicant been prescribed medications for his/her condition? ☐ Yes ☐ No
If yes, does this medication allow the applicant to function safely in the community? ☐ Yes ☐ No

Does the applicant experience auditory or visual hallucinations? ☐ No ☐ Yes
If yes, how do the hallucinations impair the applicant's ability to function in the community? _____

_____

Does the applicant have anxiety or panic attacks in closed/crowded spaces? ☐ No ☐ Yes
Please explain _____

Are there life skills that the applicant lacks that would prevent him/her from safely using regular city buses? ☐ No ☐ Yes If yes, please explain _____

_____

Seizure Disorders

Type(s) of seizures? _____

How often do the seizures occur?_____

Date of most recent seizure _____

After a seizure, how long does it take before the applicant is able to function safely?

_____

What triggers the applicant's seizure? _____

_____

Is the applicant taking medication for the seizures? ☐ Yes ☐ No

Are the seizures currently controlled? ☐ Yes ☐ No

Is applicant able to function safely and effectively in the community? ☐ Yes ☐ No

Vision

What is the formal diagnosis of the applicant's condition? _____

What is the prognosis? Is this condition stable, degenerative or otherwise changing? _____

Best corrected Acuity : Right Eye _____ Left Eye _____ Both Eyes _____

Visual Fields: Right Eye _____ Left Eye _____ Both Eyes _____

Is the individual able to walk outdoors alone? ☐ Yes ☐ No
If yes, where can the applicant walk?
☐ Only on his/her own property and to familiar places
☐ To places nearby (for example, on the same block)
☐ To places further away

If applicant is able to travel outdoors alone, is he/she able to cross streets without help?
☐ At quiet streets with very little traffic
☐ At traffic lights
☐ At busy intersections
☐ With auditory cross signals only
☐ Other _____

If the applicant is partially sighted:

Is he/she able to see steps or curbs? ☐ Yes ☐ No

Is his/her vision affected by different lighting conditions?

☐ Bright sunlight
☐ Dimly lit or shaded places
☐ Nighttime
☐ Other

Application for ADA Paratransit Services Eligibility

Is the applicant's ability to travel outside alone affected by other conditions? ☐ Yes ☐ No (Consider impact of environmental noise and ability to distinguish traffic flow patterns.
Please explain: _____

Based upon my professional knowledge of the applicant, I certify that the preceding information is true and correct.

_____
Name of Health Care Provider (Please Print) Office Phone Number

_____
Office Street Address City State Zip Code

_____ _____
License Number/State Issued (Must be Current) Specialization

Signature_____ Date _____



801 Texas Avenue I Lubbock, TX 79401
PO Box 2000 I Lubbock, TX 79457
806.775.3640 I info@citibus.com
citibus.com

GUIDE TO RIDE

Revised December 2023

POLICY STATEMENT

It is the policy of the City of Lubbock to provide a complementary paratransit service to those individuals determined to be ADA paratransit eligible when these individuals are unable to use the Citibus fixed route service to meet particular trip needs.

This document is available on the web at www.citibus.com. This document may also be obtained in other formats by contacting Citibus Access at 806.775.3640.

DISCLAIMER: Due to COVID-19 fares have been reduced until Citibus is able to return to full-service.

Why Ride?

Whether its in response to an unexpected delay, environmental choice, or solution to transit needs, Citibus On-Demand helps get you where you need to go quickly and affordably.



NO MORE REPAIR SHOP WAITING

Are you putting off that check-engine light because you don't have a ride to the auto-shop? Citibus On-Demand can give you a ride to and from the auto-repair shop.



CAR TROUBLE

When winter is upon us, there's a good chance your car may give you trouble. Don't panic, you've got Citibus On-Demand to get you to work.



SAFE RIDE HOME

You were just invited to the office happy hour, but you don't have a ride home. Not a problem now! On-Demand will take you home, then take you back to your car in the morning!



GROCERY SERVICES

On-Demand will take you to the grocery store to pick up Online orders, or pick you up after you are done shopping and take you and your groceries home.



GREEN INITIATIVE

If you want to do your part to cut down on gas emissions, taking a ride-share is the way to go. Each ride on Citibus On-Demand takes three cars off the road.



Downloadtheapp to book a same-dayride

GoPass

or, call 806.775.3640 toschedulearide.



Citibus On-Demand

Citibus On-Demand was created to bridge the gap between fixed route services and Citibus Access. Now you can order personalized, on-demand, curb-to-curb service when and where you need it .

MICRO-TRANSIT SOLUTION

Citibus On-Demand bridges the gap between fixed route services and personal vehicle transportation. Technology allows riders to book trips through the On-Demand app, schedule their pick-up times, and share a ride with others headed in the same direction. For only $2.00 per ride and an average pick-up time of 15 minutes or less, our community members are empowered to travel with a sense of mobility and freedom.

citibus ondemand

Available within
Lubbock City limits

Available Monday - Friday
7:00AM-11:00PM
& Saturday
6:45PM-11:00PM

Affordable fare only
$2.00 per ride

TABLE OF CONTENTS

Information on Citibus Access will be provided in the following areas:

SECTION	CONTENT	PAGE
1	SERVICE DESCRIPTION	6
	Minimal Assistance	6
	Vehicle Operator Responsibilities	8
	Operators Prohibitions	9
	Service Hours	10
	Service Parameters	10
	Citibus Service Area	10
	Premium Service Locations	10
	ADA Service Area	10
2	CERTIFICATION PROCESS	11
	Certification of Eligibility	11
	Citibus Access Application	12
	Approval/Denial Process	12
	Traveling Training	13
	Determination of Eligibility	13
	Eligibility Start Date	14
	Citibus Access Visitor Policy	14
	Eligibility Appeals	14
	Renewal of Certification Process	14
3	HOW TO SCHEDULE A TRIP	15
	Wait Times & Returned Calls	15
	Phone Requests	15
	On-Demand App Requests	15
	How to Book Rides through On-Demand	16
	Scheduling	17
	How Pick-Up times are Scheduled	17
	Negotiated Pick-Up Times	17
	Pick-Up Arrival Times	17
	Tips for Scheduling Service	17
	Late Pick-Ups	18

TABLE OF CONTENTS (CONT.)

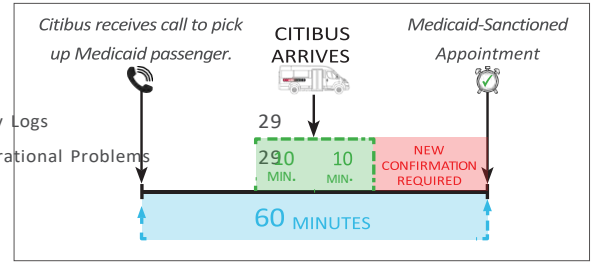
	Request a Ride by Drop-Off/Arrive-By Time	18
	Apartment Building Pick-Ups	18
	Gated Community Pick-Up	18
	Back-to-Back Trips	18
	Subscription Bookings	19
	Making Changes to a Subscription Trip	20
	Placing a Subscription Trip on Hold Temporarily	20
	Canceling a Subscription Trip Permanently	20
	Canceling Subscription Trips on Specific Days	20
	Periodic Reevaluation	20
4	CITIBUS ACCESS FARES	21
	Fare Collection	21
	Passes	21
	Personal Care Attendant (PCA)	22
	Companions	23
5	NO-SHOW/CANCELLATION PROCEDURES	24
	No-Shows for Scheduled Pick-Up Times	24
	No-Shows for Scheduled Drop-off Time	24
	Delaying the Vehicle	25
	Cancellations	25
	Citibus Access Suspension Policy	26
	No-Show Violation Example	26
	Progressive Suspension Policy	27
	No-Show Passenger Notification	27
	Appeal Procedure	27
6	TRIP RESTRICTIONS	28
	Capacity Constraints	28
	Trip Denial	28
	Excessive Trip Length	28
	Missed Trip	28
	Untimely Service	29

Medicaid Pick-Up/Drop-Off Procedures

Passengers can be picked-up up to one hour before a scheduled drop-off time. Citibus Access is a shared-ride transportation service, so passengers can ride on the vehicle up to one hour before being dropped off.

Citibus Access has up to one hour after dispatch receives the call to pick-up the passenger from their appointment.

Regardless of the pick-up, the operator is required to wait 10 minutes at the specified location to receive the passenger before continuing. Should a passenger no-show after the operator has waited their 10 minutes, another confirmation number will have to be acquired from Medicaid in order for the return trip to be completed.



What To Do When The Appointment Is Finished

If a return trip is not already booked and a passenger is finished with their appointment, they become a Medicaid will-call. Unscheduled will-call trips must be booked through the Medicaid office. Once Medicaid has scheduled the will-call trip, the Citibus vehicle will be dispatched to the pick-up location.

- Wait where you were dropped

off.

- Make sure you are in the line of sight of the vehicle.

What To Do If The Doctor's Appointment Is Running Late

If a passenger is running late at the doctor's office, they must notify Citibus that they will not make their scheduled pick-up time. When the doctor's appointment is done the passenger will call Citibus and they will send a ride as soon as possible. The missed ride will not result in a no-show being recorded.



All Medicaid trips must be scheduled through Medicaid; they will provide a trip confirmation number, pick-up and drop-off locations, and initial appointment times. Times and locations cannot be changed by Citibus, nor will the operator honor any requests for alternate destinations. Trips cannot be altered without a new confirmation number from Medicaid; they can be reached at 877.633.8747 and have office hours of 8:00AM-5:00PM CT. Same day requests through Medicaid might not be honored due to space or availability, so it is asked that all trips be booked a day in advance.

Medicaid Trip Fare

TABLE OF CONTENTS (CONT.)

7	CITIBUS' REASONABLE MODIFICATION POLICY & PRACTICES	30
	Reasonable Accommodation	30
	ADA Accessible	30
	Construction or Inclement Weather	30
	Not Considered Reasonable Modification Requests	30
	How to File a Complaint	31
8	TRANSPORTING PASSENGER ITEMS	32
	Transporting Groceries/Shopping Bags	32
	Scooter Mobility Aids	33
	Wheelchair Size Restrictions	33
	Four-Point Tie-Down Requirements	33
	Free Tether Strap Program	34
	Seat Belt Requirements	34
9	OTHER SERVICES OFFERED THROUGH CITIBUS	35
	Travel Training	35
	Service Animals	35
	Mobile Ticketing App	35
	Medicaid Services	36
	Medicaid Trip Fare	36
	Medicaid Pick-Up/Drop-Off Procedures	37
	What to do when the Appt. is Finished	37
	What to do if the Doctor's Appt. is Running Late	37
	Citibus On-Demand	38

These trips are paid for by Medicaid, so no charge is collected from the passenger.	Medicaid trips entail the same rules, policies, and regulations that apply on Citibus Access. Therefore, breaches of policy are entitled to the same disciplinary action.

1. SERVICE DESCRIPTION

Transportation service is provided by ADA accessible vehicles. Operators are trained to provide minimal assistance. In crafting the Americans with Disabilities Act (ADA), Congress recognized even when a fixed route transit system is fully accessible, there will be some individuals whose disabilities prevent them from using the system. Therefore, Congress created a "safety net" to ensure these individuals have transportation available to them equal to individuals using fixed route systems. Complementary Paratransit Service provides paratransit or other special service to individuals with disabilities which is comparable to the level of service provided to individuals without disabilities who use the fixed route system. Complimentary paratransit is an origin to destination service, however our drivers are trained to provide minimal assistance.



MINIMAL ASSISTANCE

Minimal Assistance is defined as services provided by operators at the pick-up/drop-off locations to enable a passenger to be transported in a safe manner.

Citibus offers three service levels:

h Curb-to-curb service is the most appropriate level of service for Citibus Access passengers who do not require assistance outside of the vehicle.

9. Other Services Offered through Citibus



TRAVEL TRAINING

All applicants, whether approved or denied for Citibus Access, are encouraged to take advantage of the FREE Citibus travel training program. This program provides individualized training to passengers on how to confidently navigate the accessible Citibus Access, On-Demand, Fixed-Route, and University Routes.



SERVICE ANIMALS

Service animals are defined as any guide dog, signal dog, or other animal individually trained to perform tasks directly related to assisting an individual with a disability.

Animals not individually trained to perform such tasks, including animals used purely for emotional purposes, are not considered service animals.

When scheduling a trip, passengers should inform Citibus Customer Service that they will be traveling with a service animal. Operators are trained to ask if the animal is a service animal and what services they provide.

MOBILE TICKETING APP

Registered Citibus Access passengers have the ability to purchase passes and schedule trips through the Citibus Access smart phone app. The app is available for download from the Apple Store and Google Play Store. Visit Citibus.com for details.



8. Transporting Passenger Items (CONT.)

TETHER POINT PROGRAM

Citibus offers a voluntary service to provides yellow tethers (nylon loops) or yellow identification tape for wheelchairs that are challenging to secure on Citibus vehicles. This program is not limited to Citibus Access passengers and is therefore open to all Citibus passengers free of charge. Trained professionals will evaluate your wheelchair to determine the best location to place the tethers or tape. They will install restraint markers or tethers straps (if necessary) to assist operators in easily locating the tether point and ensure the wheelchair is properly secured at that tie-down point. In order to receive this service, reservations must be made by calling the Citibus Training Department at 806.775.3656.

SEAT BELT REQUIREMENTS

Citibus provides seat belts for all passengers. On vehicles equipped with seat belts, each operator will require every mobile passenger (or passengers who transfers from a wheelchair) to wear a seatbelt. If a passenger refuses to wear a seatbelt, the operator must call dispatch to notate the account of the passenger who declined to follow recommended safety procedures.



2

- Door-to-door service is the most appropriate level of service for Citibus Access passengers who require vehicle operator assistance outside of the vehicle, but do not need to be received from/delivered directly into the care of a parent, guardian, or caretaker.



3

- Hand-to-hand is the highest level of service Citibus Access provides. This service is provided based on a passenger's high degree of dependency on others to achieve basic mobility based on their level of function.



VEHICLE OPERATOR

RESPONSIBILITIES

- Offer assistance to passengers by pushing a manual wheelchair, offering an arm for guidance, or assisting passengers up or down stairs.
- Operate the vehicle safely under all circumstances.

- Wear the proper uniform, including identification.
- Be courteous and respectful at all times.
- Transport the passenger only to the scheduled location, unless directed otherwise from a supervisor or dispatch.
- Assist passengers by offering an arm or hand to steady the passenger while they get in or out of their seat/Citibus vehicle.

PLEASE NOTE:

If a passenger requires assistance by Citibus operators above & beyond minimal assistance, they will be encouraged to secure a Personal Care Assistant (PCA) to help them meet their personal needs.

SCOOTER MOBILITY AIDS

Due to the high center of gravity of scooter-type mobility aids and the recommendation by scooter manufacturers, Citibus Access recommends that passengers do not remain seated on the scooter while the vehicle is in motion. For the safety of these passengers, Citibus recommends moving to a seat, if able to do so, to ride in a regular seat with a seatbelt.

WHEELCHAIR SIZE RESTRICTIONS

Citibus Access vehicles, in compliance with the ADA, will guarantee transportation for riders with wheelchairs no more than 30 inches wide, 48 inches long, and weighing no more than 600 pounds total while occupied. Wheelchairs that fall outside of these guidelines might still be accommodated, but will be evaluated on an individual basis to ensure Citibus Access vehicles will be able to physically transport them safely. Citibus Access may weigh and measure wheelchairs to make sure they fit within the maximum size and weight requirements.

FOUR-POINT TIE-DOWN REQUIREMENTS

Citibus Access utilizes straps to secure wheelchairs, scooters, or other mobility aids. The vehicles are designed to utilize four straps: two in the front and two in the back. All four straps must be secured to the mobility device prior to moving the vehicle. Passengers should utilize the available lap belt and shoulder harness. If the passenger refuses to wear a lap belt, the operator must call dispatch to notate the passenger declined to follow recommended safety procedures.





8. Transporting Passenger Items

TRANSPORTING GROCERY/SHOPPING BAGS

Grocery carts, shopping carts, and oversized baskets are prohibited due to space limitations and safety concerns. Items brought by passengers may not be placed in a wheelchair-designated space.

- Citibus operators are primarily responsible for the safety of the passenger.
- Citibus Operators are permitted to carry up to four bags with a combined weight of no more than 20 pounds. In the event an operator must help carry bags, luggage, large boxes, etc., the items must have handles. Any items exceeding this limit will be the responsibility of the passenger to transport to and from the vehicle without the assistance of the operator.
- Passengers must be able to maintain control of all packages or properly secure them while on the vehicle during transport. Passengers needing additional assistance are encouraged to bring a Personal Care Attendant or a companion for these trips.
- Any large, oversized items (i.e. large boxes, bags, etc.) which cannot be held by the passenger or properly secured will not be transported.
- The carrying of packages by the vehicle operator between the passenger origin/destination and the vehicle must be done in one trip. The vehicle operator is not permitted to make multiple trips to or from the vehicle.
- Citibus Operators will handle all belongings with care, but Citibus is not be responsible for broken, damaged, spoiled, lost, or stolen items.

OPERATORS ARE

PROHIBITED FROM:

- Entering past the front entrance of a public building.
- Entering a passenger's residence.
- Leaving vulnerable passengers unattended in a vehicle.
- Losing sight of their vehicle.
- Manually lifting or carrying passengers.
- Taking trip reservations or cancellations from a passenger.
- Using a personal cell phone while operating a vehicle or providing passenger assistance.
- Accepting monetary tips or gifts.
- Locking/unlocking building doors.
- Operating the controls of an electronically-operated mobility device

For more information, please refer to the Reasonable Modification section on page 30.

Maneuvering an inoperable wheelchair

Transporting passengers who have uncovered health-related open sores and wounds, or who are displaying visible bodily fluid leakage.

Administering medication or oxygen.

Assisting wheelchair-bound passengers up or down more than one step.

Assisting passengers beyond the ground floor (flights of stairs).

Assistance in carrying personal belongings or purchases [See Section 8 - Transporting Passenger Items, page 32].

Providing personal care for



SERVICE HOURS

Monday - Friday	Saturday
Citibus Access 5:35AM - 7:55PM	Citibus Access 6:35AM - 7:55PM
Citibus On-Demand 7:00AM - 11:00PM	Citibus On-Demand 6:45PM - 11:00PM

No services are provided on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

SERVICE PARAMETERS

Citibus Service Area

Citibus provides services anywhere within the Lubbock City limits, or other locations designated and approved by the Transit Advisory Board (TAB).

Premium Service Locations

Currently, the only premium service location is the Reese Center located at 9801 Reese Boulevard. The prevailing fare for a Citibus Access trip is determined by service area or location. Citibus Access service areas include the ADA Service Area and Premium Service Locations.

ADA Service Area

The ADA Service Area is defined as the area within 3/4 of a mile on either side of a fixed route, or up to an additional 3/4 mile to the nearest landmark or major street/intersection. The fare for services within the ADA Service Area is $2.00 per one-way trip.





HOW TO FILE A COMPLAINT

Any request, concerns, or complaints regarding Citibus' Reasonable Modification Policy should contact Citibus Administrative Offices Customer Service/Complaint Department:

806. 775.3640
CIVILRIGHTS@CITIBUS.COM
CITIBUS.COM
PO BOX 2000 I LUBBOCK, TX 79457
801 TEXAS AVE I LUBBOCK, TX 79401

Citibus will enter all applicable information and a supervisor or other member of the management team will contact you within 24 hours for additional information and/or response to complaint.

Citibus' Fixed Route, Access Paratransit, On-Demand, and Texas Tech Vehicles are Fully Accessible.

7. Citibus' Reasonable Modification Policy & Practices

It is our goal at Citibus to operate a safe, efficient, and effective transportation system that provides mobility and accessibility to persons with disabilities, including individuals who use adaptive devices or mobility aids.

REASONABLE ACCOMMODATION

In an effort to service all Citibus passengers the following policy is in place to ensure any individual with a barrier to transportation needs are reasonably accommodated. This policy applies to Citibus' Fixed-Route, Citibus Access Paratransit, On-Demand, and Texas Tech University service. It establishes that an individual's disability cannot preclude Citibus from providing full access to its service except where doing so would fundamentally alter service delivery.

ADA ACCESSIBLE

Citibus' fleet is fully accessible. In the event of inclement weather, all Citibus operators will make every effort to accommodate any individual using a wheelchair or a passenger with a disability who need to access the bus.

CONSTRUCTION OR INCLEMENT WEATHER

Individuals will be able to board the bus even though the sidewalk construction or inclement weather prevents the individual from boarding the bus from the bus stop; the operator of the bus will slightly adjust the boarding location so that the individual using a wheelchair or with a disability may board from an accessible location.

NOT CONSIDERED REASONABLE MODIFICATION REQUESTS

There are three types of modifications that would not promt an obligation for Citibus to consider a Reasonable Modification Request:

1. Those which would fundamentally alter Citibus' program delivery.
2. Those which would create a direct threat or significant risk to the health or safety of others.
3. Those which are not necessary to enable an individual to receive Citibus' services. Citibus will use DOT [49 CFR Parts (27, 37) (Appendix E)] as Guidance for Reasonable Modification Request.



2. CERTIFICATION PROCESS

CERTIFICATION OF ELIGIBILITY

Citibus Access utilizes the certification criteria as established in the ADA Circular [C 4710.1] Americans With Disabilities Act (ADA) Guidance. To be certified as an eligible Citibus Access rider, the passenger must meet the following criteria:

Any individual with a disability who is unable to independently board, ride, or disembark from any vehicle on the fixed route system that is accessible to such persons.

Any individual with a disability who is able to independently board, ride, or disembark from any vehicle on the fixed route system that is accessible to such persons, except when such a vehicle is not available on the needed route(s).

Any individual with a disability whose impairment-related condition prevents them from traveling to a boarding location or from a disembarking location on the fixed route.

PLEASE NOTE:

A copy of the Certification Application Form may be obtained at the Citibus Administrative Offices located at 801 Texas Avenue, downloaded from Citibus.com, or by calling Citibus at 806.775.3640. Please remember to indicate passenger's PSA on the certification form to ensure they ride fro free. Also mention the PSA when booking rides.

CITIBUS ACCESS APPLICATION

The Citibus Access application must:

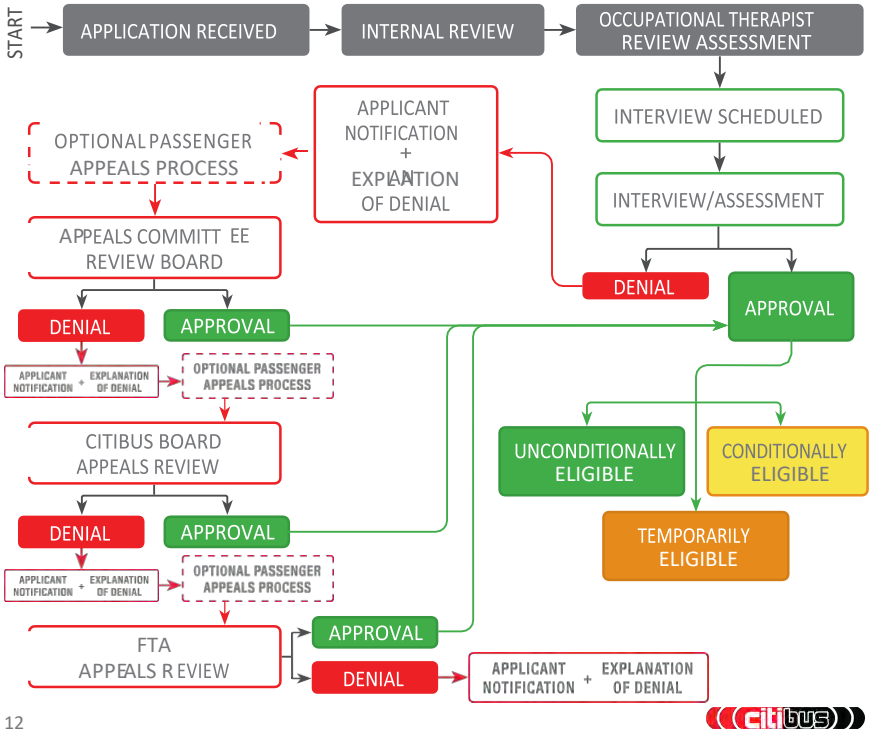
Incomplete applications will not be processed and will be returned to the applicant.

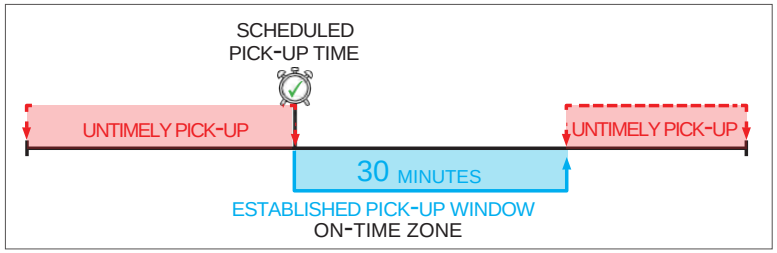
- Be legible and completed in its entirety.
- Be signed by the applicant verifying the information is correct.
- Include a signed Release of Information Form (included in the application).
- Include the Physician Verification Form completed by a professional who is familiar with applicant's condition.

APPROVAL/DENIAL PROCESS

After the completed application is received, it will go through an internal review process for approval or denial. If the application is denied, we will notify the applicant with an explanation of their denial. If approved, Citibus will then call to schedule an in-person interview and physical assessment.

Interviews/assessments are conducted on Tuesdays, or by scheduled appointment, at the Citibus Downtown Transfer Plaza, 801 Broadway Avenue. Round-trip transportation to the interview/ assessment will be provided free-of-charge.





4. If Citibus picks up a passenger earlier than five minutes before the scheduled pickup time or later than 25 minutes after the scheduled pick-up time, it will log the trip as an untimely (early or late) pick-up.

UNTIMELY SERVICE

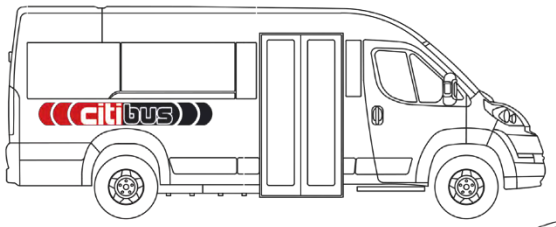
Citibus defines an untimely service as pick-ups more than 30 after the scheduled pick-up time.

5. Citibus Access will keep daily logs of all trip denials, excessive trip lengths, untimely pickups, and missed trips in order to prevent any limitations of service availability. These logs will be reviewed by the Citibus Operations Manager on a daily basis. Quarterly reports will be reviewed by Citibus General Manager.

d. Operational problems attributable to causes beyond Citibus' control (such as bad weather or unsafe traffic conditions) shall not be a basis for determining that the kind of pattern or practice mentioned exists [Trip Restrictions 2c]. [49 CFR 37.131 (f) (ii)]

[49 CFR 37.131 (f) (ii)]

(ii) Operational problems attributable to causes beyond the control of the entity (including, but traffic conditions affecting all vehicular traffic that were not anticipated at the time a trip was scheduled) shall not be a basis for determining that such a pattern or practice exists.





6. Trip Restrictions

1. There will be no restrictions or priorities based on trip purpose. [49 CFR 37.131(d)]
2. There will be no limitations on service based on capacity constraints. [49 CFR 37.131(f)]

CAPACITY CONSTRAINTS

a. Restrictions on the number of trips an individual can take. [49 CFR 37.131(f)(1)]

b. Waiting lists for access to service. [49 CFR 37.131(f)(2)]

c. Any operational pattern or practice that significantly limits service availability, such as substantial number of significantly untimely pickups for initial or return trips, substantial number of trip denials or missed trips, or substantial numbers of trips with excessive trip lengths. [49 CFR 37.131(f-3)(i)(A-C)]

1. A trip denial (or denial of service) occurs whenever a patron attempts to schedule a trip according to the procedures outlined in this policy manual, but Citibus Access is unable to schedule that trip within one hour before or one hour after the desired time, even if the patron agrees to schedule some other trip time beyond that two-hour window.
2. An excessive trip length is any travel time on para-transit is comparable to the amount of time it would take to make the same trip using fixed route bus service with connections. The average trip length is about forty (40) minutes, and a trip may exceed or fall below that average depending on circumstances.
3. A missed trip occurs when Citibus Access fails to pick up a passenger for a scheduled trip. A missed trip is defined as a trip the provider schedules for which the vehicle never arrives, or arrives outside of the pickup window and the passenger does not take the trip.

[49 CFR 37.131(d)]

(d) Trip purpose restrictions. The entity shall not impose restrictions or priorities based on trip purpose.

[49 CFR 37.131(f)]

f) Capacity constraints. The entity shall not limit the availability of complementary paratransit service to ADA paratransit eligible individuals by any of the following:

[49 CFR 37.131(f)(1)]

(1) Restrictions on the number of trips an individual will be provided;

[49 CFR 37.131(f)(2)]

(2) Waiting lists for access to the service; or

[49 CFR 37.131(f-3)(i)(A-C)]

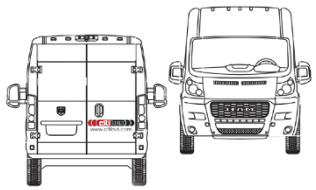
(3) Any operational pattern or practice that significantly limits the availability of service to ADA paratransit eligible persons.

(i) Such patterns or practices include, but are not limited to, the following:

(A) Substantial numbers of significantly untimely pickups for initial or return trips;

(B) Substantial numbers of trip denials or missed trips;

(C) Substantial numbers of trips with excessive trip lengths.



TRAVEL TRAINING

All applicants, whether approved or denied for Citibus Access, are encouraged to take advantage of Citibus' FREE Travel Training program. This program provides individualized training to passengers on how to confidently navigate the accessible Citibus systems. To take advantage of this service, please call 806.775.3640 to schedule your training session. For more information on Travel Training, see page 35.



DETERMINATION OF ELIGIBILITY

Citibus Access will determine eligibility status of a passenger based on the information provided during the eligibility process. A person may be determined to be unconditionally eligible, conditionally eligible, or temporarily eligible on certain trips. Following the determination by Citibus Access, the applicant will be notified of the findings.



ELIGIBILITY START DATE

Individuals who are certified 'eligible' for ADA paratransit services are able to use Citibus Access immediately. If Citibus has not made a determination of eligibility within 21 days following the submission of a completed application, the applicant will be categorized as 'eligible' and provided services until/unless the application is denied.

CITIBUS ACCESS VISITOR POLICY

Visitors who are certified 'eligible' for ADA paratransit services in their home areas are eligible for paratransit services in Lubbock for up to 21 days in a 12 month period. If they do not have an ID card stating their eligibility in another system, Citibus requires the passenger to show proof of residency and inquire about the disability designation, if not apparent. Visitors do not have to show an ID card to be eligible for Citibus Access services.

ELIGIBILITY APPEALS

If the applicant disagrees with the findings, they

may make a written request for an appeal of the decision. The appeal procedures will be sent to the applicant along with the determination of eligibility.

RENEWAL OF CERTIFICATION PROCESS

A recertification process of all ADA-eligible passengers is required every three years depending on the type of eligibility granted and potential changes of circumstances. Most passengers will be required to come back to Citibus Access to participate in the in-person eligibility review upon the expiration of eligibility. If a passenger's disability or mobility improves to the point where paratransit is no longer needed before recertification, they must notify Citibus Access.



PROGRESSIVE SUSPENSION POLICY

Each month the clock resets for no-show violations on the 1st of each month. The Progressive Suspension Policy lasts for 365 days beginning on January 1st of every year. Each time a passenger has reached four no-shows within a month (or more than 11% of their total trips), they will be given a suspension occurrence. Each occurrence will prompt a progressive suspension repercussion.

EXAMPLE

✗ = No Show Violation
✓ = Successful Ride

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	✗ 8	✓ 9	✓ 10	✓ 11	✓ 12	✓ 13
14	✓ 15	16	✗ 17	18	✗ 19	20
21	22	23	24	25	26	27
28	29	30				

✗✗✗✗ = 4 [or ≥1

1ST OCCURRENCE: April 30th
2ND OCCURRENCE: June 30th
3RD OCCURRENCE: December 31st
ANNUAL RESET: January 1st

1ST OCCURRENCE: February 28th

1ST OCCURRENCE = 4 day suspension

2ND OCCURRENCE = 7 day suspension

3RD OCCURRENCE = 14 day suspension

4TH OCCURRENCE = 1 month suspension

5TH-12TH SUSPENSION OCCURRENCE
Each occurrence will be reviewed by Citibus management. Citibus management will determine an appropriate action for each account up to and including long-term suspension from service.

NO-SHOW PASSENGER NOTIFICATION

Each passenger's no-show suspension occurrence(s) are reviewed at the end of each calendar month in order to inventory no-show violations.

Passengers will be notified of the suspension infraction(s) by mail with a letter containing:

- The dates the no shows occurred.
- The dates of the pending suspension.
- Instructions on how to make an appeal.

APPEAL PROCEDURES

Passengers must request a no-show suspension appeal hearing within 15 calendar days after receipt of the no-show suspension occurrence letter. The passenger may request a suspension appeal hearing by:

806.775.3640
806.775.2955
info@citibus.com
Citibus
PO Box 2000 I Lubbock, TX 79401



CITIBUS ACCESS SUSPENSION POLICY

A pattern of excessive no-shows may result in service suspension. Once a passenger reaches four no-shows in one calendar month, and if these no shows total 11% (or more) of their trips in that calendar month, the Citibus Access Suspension Policy will take effect.

NO-SHOW VIOLATION EXAMPLE

If a passenger has 10 scheduled trips in a 30-day period and four of those 10 rides are no-shows violations, because the total amount of trips (40%) meets the minimum requirement of 11% or more in a calendar month, a suspension occurrence would be issued.

EXAMPLE

✗= No Show Violation
✓= Successful Ride

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	✗ 8	✓ 9	✓ 10	✓ 11	✓ 12	✓ 13
14	✓ 15	16	✗ 17	18	✗ 19	20
21	22	23	24	25	✗ 26	27
28	29	30				

✗✗✗✗ = 4 [or ≥11%] No-Shows Trips
1ST OCCURRENCE = 4 day suspension



3. HOW TO SCHEDULE A TRIP

WAIT TIMES & RETURNED CALLS

Citibus Customer Service will receive requests for Citibus Access transportation from 6:00AM - 10:00PM, Monday - Saturday. On Sundays passengers must leave a voicemail. It is expected that 80% of incoming calls and hold-time will be less than three minutes and 20% will be less than five minutes. All voicemails will be returned by close-of-business Monday-Saturday.

PHONE REQUESTS

Requests for service can be made during normal business hours. Trips can be scheduled up to seven days in advance and as late as 10:00pm the day before service is needed. In addition, passengers can schedule trips through the Citibus Access app.

ON-DEMAND APP REQUESTS

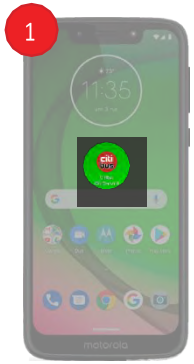
Appointments can be scheduled through the On-Demand App, which will negotiate availability based on the requested pick-up/drop-off times. A text confirmation will be sent when the appointment has been scheduled. Live updates will show how far away the vehicle is and when it will arrive.

HOW TO BOOK RIDES THROUGH ON-DEMAND

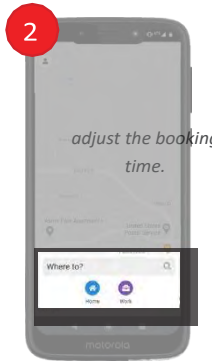
Same-day rides are booked as On-Demand trips which are lower-priority. Citibus Access trips scheduled in advance through the Citibus On-Demand App selects booking time based on availability of drivers, vehicles, proximity, and current demand. The app will select the time closest to your request based on availability.

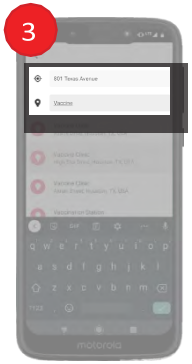
PLEASE NOTE:

If you have a Personal Care Assistant (PCA) you must indicate each time you schedule a ride that they will be joining you (whether you are calling in to schedule a ride, or using the On-Demand App).

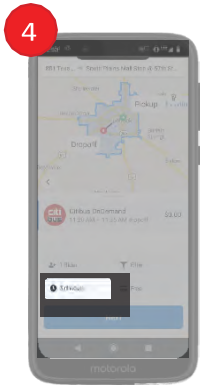


Open the Citibus On-Demand App on your phone.

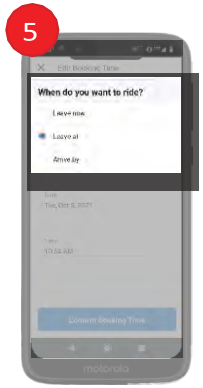




Tap the "Where to?" search bar.

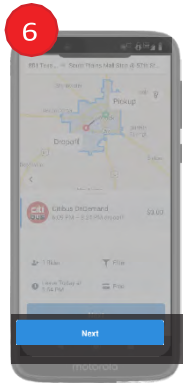


Click the "Schedule" button to



Adjust the booking time based on "Leave at" time or "Arrive by" time.

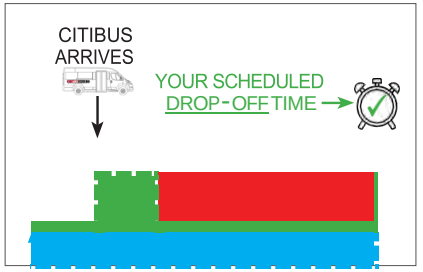
Enter the pick-up and drop-off location addresses.



Click "Next" and then confirm the appointment.

NO-SHOWS FOR SCHEDULED DROP-OFF TIME

For trips with a scheduled drop-off time, the vehicle may arrive anytime within one hour prior to the drop-off time. If the vehicle arrives anytime within one hour prior to the requested drop-off time, the passenger must board the vehicle within five minutes of arrival.



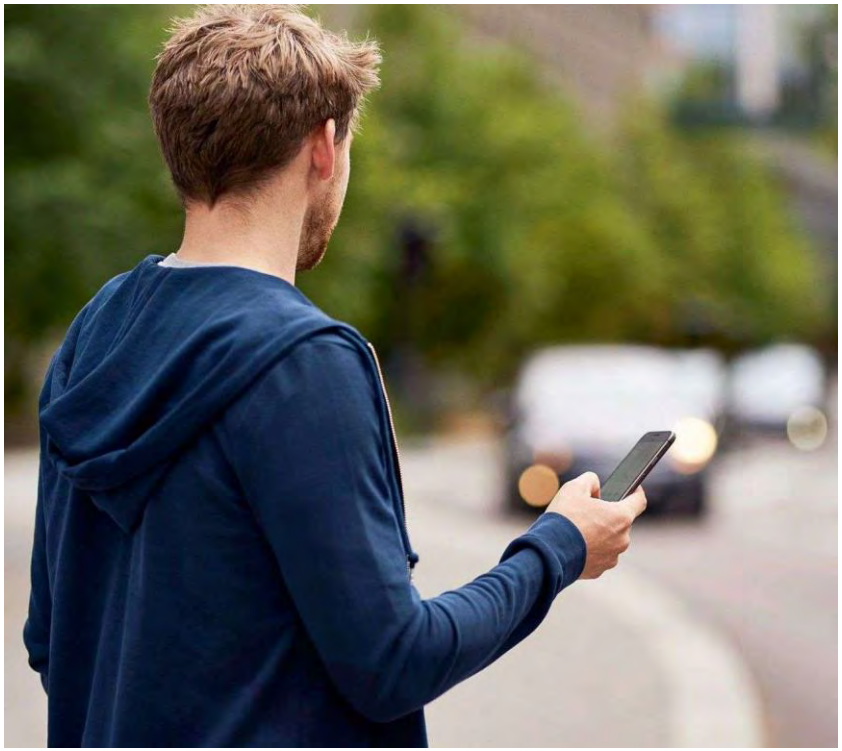
DELAYING THE VEHICLE

Passengers, or their companions/PCAs, may not ask operators to delay the five minute interval under any circumstances; this is to ensure timely pick-ups and allow availability for other Citibus Access passengers.

Citibus Access Customer Services will not hold or otherwise detain the Citibus Access vehicle because a passenger is late for a scheduled pick-up. Citibus Customer Service may provide information to the operator and facilitate communication via phone and radio between the passenger and the operator. However, it shall be at the discretion of Citibus Access as to when to depart and/ or declare a trip as a no-show.

CANCELLATIONS

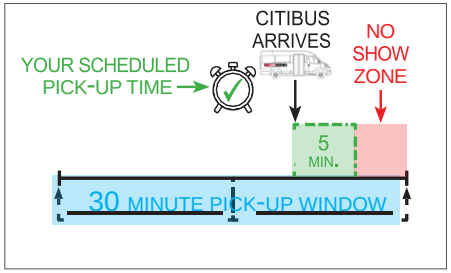
- A trip canceled within two hours up to the scheduled time will be recorded as a late cancellation.
- A trip canceled more than two hours before the scheduled time will be recorded as an advance cancellation, and will not be penalized.
- If a passenger calls to cancel a trip but reaches the voicemail, the phone system will be recorded as the cancellation time. Late cancellations will be treated as a no-show.



5. NO-SHOW/CANCELLATION PROCEDURES

NO-SHOWS FOR SCHEDULED PICK-UP TIME

For trips scheduled with a pick-up time, the Citibus operator will not wait longer than five minutes from the arrival time for passengers to board the vehicle. Failure to meet the vehicle within five minutes from the time of arrival will constitute a no-show.

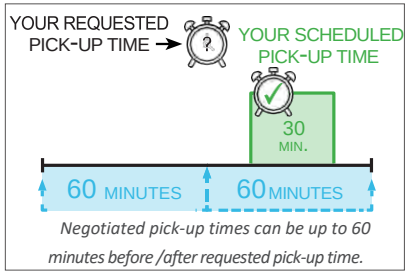


SCHEDULING

Scheduled pick-up and drop-off times should be carefully selected in order to allow ample travel time to arrive at a destination on time. Citibus Customer Service may suggest alternative pick-up times in order to accommodate a passenger's needed arrival time. Passengers may travel on-board the Citibus Access vehicle for up to one hour and 30 minutes.

How Pick-Up Times Are Scheduled

Citibus Access is a shared ride, public transportation service. As such, other passengers may be on-board and the vehicle may stop for other pick-ups and/or drop-offs on the way to a destination. Passengers may request any pick-up time within Citibus Access service hours. However, if the requested pick-up time is not available, Citibus Customer Service may offer an alternative pick-up time within one hour of the originally requested time.



Negotiated pick-up times can be up to 60 minutes before /after requested pick-up time.

Negotiated Pick-Up Times

When passengers select their requested pick-up time, Citibus Access is permitted to negotiate that pick-up time up to one hour before or after the requested pick-up time.

Pick-Up Arrival Times

Once the scheduled pick-up time has been set, Citibus may arrive for pick-up at the scheduled time and up to 30 minutes after the scheduled pick-up time.

- The On-Demand mobile app will notify the passenger of vehicle arrival by an auto-generated text message.
- The operator will attempt to notify passengers by phone or by knocking on the door.
- The operator will collect the proper fare before assisting passengers into the vehicle.

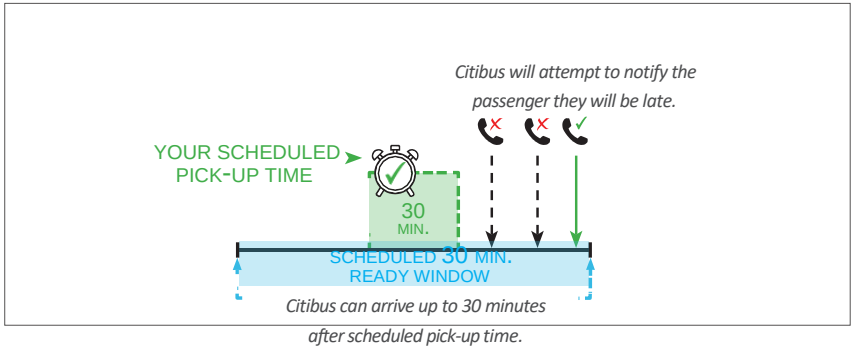
TIPS FOR SCHEDULING SERVICE

When scheduling rides for specific times, be sure to allow plenty of time to finish your appointment in order to meet the vehicle at your scheduled pick-up time. Be aware of opening and closing times at your destination to avoid waiting outside the building before or after business hours. When scheduling your trips, please follow these suggestions:

- Allow adequate time to reach your destination.
- Allow extra time for the pick-up and drop-off of other passengers before reaching your destination (Keep in mind, this is a shared-ride service).
- Allow for traffic delays and weather conditions.

Late Pick-Ups

Whenever possible, Citibus will attempt to notify all passengers when the vehicle will be late. This will allow the passenger time to make other arrangements if the vehicle is unavoidably detained. When Citibus does not have a telephone number on record, or if the number has been changed, we will not be able to notify the passenger. Please ensure Citibus has a current telephone number and address on file.



Request A Ride By Drop-Off/Arrive-By Time

Some passengers may elect to provide a drop-off time instead of requesting a pick-up time. Drop-off times are reserved for specific trips such as for work, events, school, medical appointments, etc. Drop-off times are the times passengers need to arrive at a

Apartment Building Pick-Ups

Passengers traveling to/ from buildings with multiple entrances should be prepared to specifically state the door or location designated for pick-up and drop-off when scheduling the trip. If not specified, we will drop off at the nearest bus stop.

Gated Community Pick-ups

If a passenger lives in a gated community with a security gate or entry code, when booking the ride the passenger must disclose the security gate code or give explicit instructions for entry.

Back-To-Back Trips

Back-to-back trips must be scheduled at least 30 minutes apart. This is done to ensure a passenger does not miss a pick-up scheduled on a second Citibus Access vehicle.



COMPANIONS

A companion is anyone who travels with an ADA eligible Citibus Access passenger who is not considered a PCA. Companions may accompany you on your trip. A companion will be charged the same applicable rate as the Citibus Access passenger and must be picked-up and dropped-off at the same address as the passenger. Additional companions may accompany you if space on the vehicle permits. Companion(s) must be scheduled at the same time you call in to schedule your trip.

PLEASE NOTE:

A companion is not the same as a Personal Care Assistant (PCA).



PERSONAL CARE ASSISTANT COMPANION



PERSONAL CARE ATTENDANT (PCA)

A Personal Care Attendant (PCA) is a trained professional who provides one or more personal care needs for passengers. These include but are not limited to activities of daily living, instrumental activities, health maintenance, bowel & bladder care, routine ostomy care, and medication administration.

A PCA is someone who is designated by or employed to help a passenger meet their personal needs. The need for a PCA must be indicated on the certification form in order for the PCA to ride for free. If a PCA is secured after the certification form has been submitted, please indicate your PCA to Citibus Customer Service when scheduling a trip. PCAs must be picked-up and dropped-off at the same address as the Citibus Access passenger. Scheduling should be alerted when an aide is needed to travel with a passenger.

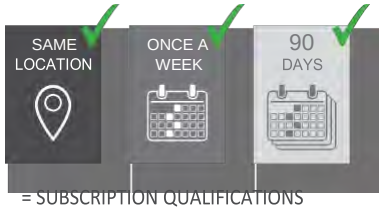
If a passenger cannot be left alone at a destination, or if the passenger must be under constant care or supervision, Citibus Access may request the passenger to travel with a PCA. Citibus Access is unable to alter or modify procedures or policies in order to provide specialized services to passengers who need services beyond the minimum assistance guidelines. Citibus Access will not be responsible for passengers who cannot be left alone at their destination without care or supervision. If a Citibus Access passenger needing care or supervision is delivered to a destination where a caregiver is not available to assume responsibility, Citibus Access will transport the passenger to the Citibus Administrative office located at 801 Texas Avenue. It will be the responsibility of the family or caregiver to pick up the passenger at the Citibus facilities upon being notified. Citibus Access reserves the right to contact Protective and Regulatory Services in the event appropriate care has not been provided by responsible parties.





SUBSCRIPTION BOOKINGS

If passengers travel to the same location at least once a week for 90 days, they may be eligible to receive subscription service, wherein a standing reservation is automatically created for approved trips. Once approved, passengers no longer have to call every day to re-book recurring trips. However, whenever necessary, a passenger must remember to cancel a subscription trip to avoid a no-show violation. Passengers may utilize subscription bookings for their weekly appointments. ADA restrictions limit subscription trip bookings to 50% of Citibus Access trips. Subscription bookings are scheduled on a first-come, first-serve basis. Once the subscription time or location has been altered, bookings must be made on a weekly basis and the passenger will move to the bottom of the subscription waiting list.



= SUBSCRIPTION QUALIFICATIONS

SUBSCRIPTION REMOVAL

If a passenger's trips are booked by subscription and has three (3) consecutive no-shows, per the no-show policy, or fails to take a subscription trip in a 14-day period, Citibus reserves the right to remove that passenger from subscription service and that passenger will not be eligible to qualify for subscription service for three (3) months before being allowed to request to be put back on subscription service.

1	Making Changes to a Subscription Trip	If any changes need to be made to a subscription trip (for example, if the passenger moves), the old subscription trip should be canceled and a new request should be submitted.
2	Placing a Subscription Trip On Hold Temporarily	Passengers may request that a subscription trip be placed on a temporarily hold to accommodate vacations, etc. If the hold request will last longer than 30 days, the subscription trip should be canceled and a new request submitted.
3	Canceling a Subscription Trip Permanently	If the passenger no longer needs the subscription trip, please notify Citibus of the earliest date at which the subscription trip should be canceled. Until the passenger receives confirmation that the cancellation was successful, he or she should continue to cancel individual trips to avoid a no show violation.
4	Canceling Subscription Trips on Specific Days	Customers should cancel any unneeded individual trips through the Citibus On-Demand App or with Citibus Customer Service as far in advance as possible, but no later than one (1) hour in advance of the pickup window, to avoid a no show violation.

Periodic Reevaluation of Subscription Trip Service

Citibus regularly evaluates subscription trip service. Current subscription trips will be permanently canceled in cases where:

- Over 50% of subscription trips are canceled within a 90-day period.
- Excessive no-shows or late cancellations occur.
- Subscription service has not been used in 90 days or more.
- A service suspension is imposed due to major service disruption.
- Citibus may also contact you to re-negotiate your pickup time to ensure service is being provided efficiently.

4. Citibus Access FARES

Fares for Citibus Access service are established by the Lubbock Public Transit Advisory Board (TAB), with approval of the City of Lubbock City Council. The current fares are as follows:

- $2.00 per trip for ADA-eligible rides inside the service area.

FARE COLLECTION

All passengers must pay for each ride upon boarding the bus each time or provide a valid pass. Passengers may not ride until the appropriate fare has been paid. Passengers must have correct change or utilize passes because operators do not carry cash and are not permitted to make change.

PASSES

Passes may be purchased at Citibus Administrative Offices, located at 801 Texas Avenue from 8:00AM to 5:00PM. Passengerss may put their credit card on file for future use.



Exhibit B

City of Lubbock
RFP 24-18141-KM
Citibus ADA Paratransit Client Assessments
Price Proposal Sheet
BAFO

			Location	**Covenant Medical Center Lubbock, TX**	
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
#0-1	Hourly Rate for Services	1	HR	$128.99	$128.99

Exhibit C

INSURANCE REQUIREMENTS

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

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

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

Auto Liability Requirements: $1M/occurrence is needed

Commercial General Liability Requirements: $1M occurrence / $2M aggregate(can be combined with an Excess Liability to meet requirement). Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Professional Liability Requirements: $1M occurrence /
$2M aggregate. Recommend accept self-insurance.

Workers Compensation Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

a. Covenant Health System is self-insured in Texas for Workman’s Compensation.

b. CHS Self-insured Retention (SIR) = $5,000,000.00 per occurrence

c. Maximum Limit of Indemnity per occurrence = Statutory

d. Employer’s Liability Maximum Limit of Indemnity per occurrence = $2,000,000.00.

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

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

* To Include Products of Completed Operations endorsement.

* Carrier will provide a Notice of Cancellation which refers to the actual policy in question per regulations.

* Carriers must meet an A.M. Best rating of A- or better. Providence Assurance LLC (PAL) is not a licensed Property and Casualty (P&C) carrier and is not rated for Professional Liability.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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

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

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

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

NOTICES

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

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

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

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

Purchasing and Contract Management

Project Summary

RFP 24-18141-KM
Citibus ADA Paratransit Client Assessments

Notice was published in the Lubbock Avalanche Journal on May 26 & June 2, 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 May 24 to June 25, 2024.
24 vendors downloaded the documents using Bonfire.com.
3 vendors were notified separately.
2 vendors submitted proposals.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 18404, with West Texas Services, Inc., dba Tom's Tree Place, for annual landscape maintenance for the Upland Crossing Public Improvement District (PID).

Item Summary

Staff issued a Request for Proposals (RFP) for annual landscape maintenance for the Playa Lake Park, Pocket Park, entry signage, and right-of-way fencing, in the Upland Crossing Public Improvement District (PID). In response to RFP 25-18404-KM, six proposals were received.

Proposals were evaluated using the following criteria: Price (30 points), Services and Client Communications (25 points), Qualifications, Experience, References and Ability to Meet the RFP Expectations (25 Points), and Staffing and Project Organization (20 points). The maximum point value was 100 points. After the proposals were evaluated, the following rankings were obtained:

Vendor	Points
Tom's Tree Place, Lubbock, Texas	93.33
SRH Landscapes LLC, Dallas, Texas	80.33
Reeder Landscape, Amarillo, Texas	68.67
Summit Services, Lubbock, Texas	50.00
Raider Power Lawncare, Lubbock, Texas	19.33
Triming Time, Houston, Texas	10.00

Staff recommends award to the highest ranked proposer, West Texas Services, Inc. dba Tom's Tree Place. The contract is for a term of one year, with an optional 4, one-year renewals, and is for an amount not to exceed $89,195 per year.

The Upland Crossing PID Board approved this amount at their Board Meeting on January 7, 2025, and they recommend approval by the City Council.

Fiscal Impact

Contract 18404 for $89,195 per year is funded in the Upland Crossing PID Annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Upland Crossing Public Improvement District Advisory Board

Attachments

Resolution

Contract

Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 18404 for landscape maintenance agreement for Upland Crossing Public Improvement District as per RFP 25-18404-KM, by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.ServiceContract 18404 Toms Upland Crossing PID
1.14.25

Contract 18404

City of Lubbock, TX
Landscape Maintenance Agreement for Upland Crossing Public Improvement District (PID) Agreement

This Service Agreement (this "Agreement") is entered into as of the ___day of _____**2025** ("Effective Date") by and between West Texas Services Inc. dba Tom's Tree Place **(**the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 25-18404-KM, Landscape Maintenance Agreement for Upland Crossing PID and

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Landscape Maintenance Agreement for Upland Crossing PID, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

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

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one-year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.2 Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index

(CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

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

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

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

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

2.13 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 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.

2.17 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the

performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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

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

CITY OF LUBBOCK

BY: _____

Mark McBrayer, Mayor

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Brianna Brown, Director of Business Development

APPROVED AS TO FORM

_____

Kelli Leisure, Senior Assistant City Attorney

CONTRACTOR

_____

Authorized Representative

Aky Scarborough

Print Name

5104 34th

Address

Lubbock, Texas 79410

City, State, Zip Code

ATTACHMENT A

City of Lubbock, TX
RFP 25-18404-KM
City of Lubbock Specifications for The Upland Crossing Public Improvement District (PID)Maintenance

I. GENERAL PROVISIONS

1.0 DEFINITIONS

1.1 **Agent** – An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the Contractor.

1.2 **City** – The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** – City Council of the City of Lubbock, Texas.

1.4 **Contract** – The contract consists of the following: Notice to bidders; General Provisions; Specifications; Plans; Addenda; Bid; Agreement; Insurance; Encumbrance; Notice to Proceed; and Change Orders. These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all work necessary to satisfactorily accomplish the proposed plan, sponsored by the City.

1.5 **Contract Time** – The number of allowable days to complete the contract.

1.6 **Contractor** – The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.7 **Cycle** – The period in which each service is completed once.

1.8 **Director of Business Development** – The individual who shall act on the City's behalf and appoint an Agent to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery.

1.9 **Excluded Damage** – Damage caused by vandalism, pedestrians, vehicles, animals (except insects and/or rodents), or other unusual factors. It does not include damage caused by the Contractor's actions, lack of reasonable care, pest damage (such as insects), diseases or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage or irrigation malfunction.

1.10 **Existing Conditions, Examination of Site –** Within fifteen (15) days from the date of Award of Contract, the Contractor shall make a thorough examination of the current conditions at the site. As part of the examination, the Contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The Contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy or otherwise not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the Agent. Upon confirmation of

each item, the Agent will either give the Contractor written authorization to make the correction or a written release from responsibility for the item.

1.11 **Extra Work** – Work over and above that called for in the contract.

1.12 **Mayor** – The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract on behalf of the City.

1.13 **Notice to Proceed** – Written notice to the Contractor issued and signed by the authorized the Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.14 **Review Committee** – A committee chosen by the City of Lubbock, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.

1.15 **Specifications** – The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.16 **Subcontractor** – Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.17 **Surety** – The corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.18 **Unit Price** – Payment to the Contractor based on a unit or portion of the work performed.

1.19 **Work** – All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract. All work will be in the public right-of-way per attached ATTACHMENTC.

2.0 TERMS AND CONDITIONS

2.1 **Work**: It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract. **The attached ATTACHMENTC, "Upland Crossing PID Map", includes all area to be maintained. Bidders are to provide unit pricing that will be applied to landscaped areas completed and accepted for maintenance. Unit pricing should be separated out by area (Playa Lake Park, Pocket Park, Entrance Sign, and Right-of-Way (ROW) Fence Sections). The City of Lubbock reserve**

the right to add or remove areas of work to the contact at any time. All changes shall be in writing.

2.2 **Specification Change**: During the term of the Contract, the City may change maintenance frequencies, thereby increasing or decreasing maintenance frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Director of Business Development or their Agent. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition.

If the Director of Business Development or the Agent determine that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and find that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved and approved by the Director of Business Development or their Agent. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in ATTACHMENTB, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left at maintenance sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted from the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands of which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Director of Business Development or their Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Director of Business Development or their Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-

eight (48) hours notice from the Director of Business Development or their Agent, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable federal, state and local laws and regulations. Contractors' equipment is subject to inspection and approval of the Director of Business Development or their Agent. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Director of Business Development or their Agent deems the equipment faulty or if the equipment is damaging the turf or other surfacing materials in any way, the Contractor shall remove the equipment from the premises. The Contractor shall not impede other grounds maintenance operations during the course of those maintenance operations.

2.7 **Service Boundaries**: The service area may be bounded by hard surfacing materials, sidewalks, or non-curbed turf areas. The Contractor shall be responsible for all areas defined by turf or hard surfacing. However, the Contractor is not responsible for edging of un-curbed turf. Although the mowing Contractors are required to operate mowing equipment in a manner that directs the clippings away from plant beds, the nature of mowing equipment will at times allow some clipping debris to drop into planting areas.

2.8 **Termination of Contract**: This contract shall remain in effect until the expiration date for performance of services ordered. Termination of either party requires a thirty (30) day written notice prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the City.

3.0 CONTROL OF WORK

3.1 **Authority of the Director of Business Development**: It is understood by all parties that the work is to be done to the satisfaction of the Director of Business Development or their authorized Agent(s). The Director of Business Development or their Agent shall interpret all specifications and shall determine the acceptability of all work. The Director of Business Development or their Agent shall decide the classification, quality, amount of all work done under the contract, shall be the sole administrator of payments, and his or her decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Director of Business Development may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agent's duties shall include keeping the Director of Business Development notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Director of Business Development and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Director of Business Development to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have

the authority to suspend any work pending a decision by the Director of Business Development.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Director of Business Development reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Director of Business Development shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final inspection of the site shall take place by the Director of Business Development or their appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Director of Business Development or their Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any Subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and any Subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all federal, state and local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable federal, state and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner that prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

3.6.1 Prior to any application of chemicals, the Contractor shall request, in writing, approval from the Director of Business Development or their Agent. The request shall include the target pest and the type of chemical(s) to be used. If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board and/or the Texas Department of Agriculture. Upon completion of the operation, the Contractor shall provide to the Director of Business Development or their Agent, a copy of the Pesticide Application Documentation that the Contractor records pursuant to the requirements of the Structural Pest Control Board.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative or the federal, state or local government.

3.8 **Citizen Contact**: The Contractor is granted the privilege of doing work on PID property, but does not have exclusive use of the property and must respect the activities of patrons while doing work on PID property. The Contractor shall take all precautions necessary to insure that adjacent property owners are not disturbed.

3.9 **Identification and Character**: Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Director of Business Development. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.9.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Contract.

3.9.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Driver's License appropriate for the weight and type of vehicle being driven. Contractors are specifically required to ensure that a Texas Commercial Driver's License is obtained where applicable for the type(s) of vehicles in use.

3.9.3 The Contractor's employees, officers, Agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.10 **Safety**: The Contractor is responsible for maintaining a safety program that insures compliance with all current requirements of the Federal Occupational Safety and Health Act of 1970. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program. Failure to maintain compliance with this act shall be grounds for termination of the contract.

4.0 PROSECUTION AND PROGRESS OF WORK

4.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

4.2 **Contract Time**: All work is schedule driven, therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 6:00 p.m.

4.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor.

4.4 **Weather**: Weather will affect the progress of grounds maintenance at times and the Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next workday. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Director of Business Development finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Director of Business Development shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

4.5 **Character of Work**: All workers, supervisors, managers, and Subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Director of Business Development or their Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts themselves, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

4.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Business Development or their Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No Subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all Insurance requirements contained in paragraphs, 4.0-4.7, Indemnity Insurance.

4.7 **Payment**: The Contractor shall receive compensation for services provided for in the contract on a monthly basis. Upon the end of each month, during the contract period, the Contractor shall submit an invoice to the Business Development Director for the monthly cost of maintenance. Any Extra Work shall be shown on the same monthly invoice and identified as "Extra Work." Extra Work billing should designate hourly labor cost, parts/materials costs and a description of the work performed. Payment shall be determined by the form included in this package as Bid Table and approved by the Business Development Director.

5. EVALUATION CRITERIA

5.1. The following criteria will be used to evaluate and rank submittals:

5.1.1. Price – **30 Points**

Price Proposals will be evaluated in accordance with the following formula. Lowest Price/Current Proposal Price) x Maximum Point Value x Weight Factor= Price Score.

5.1.2 Qualifications/Experience – **50 Points**
Describe a minimum of three most recent projects and provide references. Business Questionnaire.

5.1.3 Project Approach **– 20 Points**
A description of proposed on-site approach to project management. (b) Identification of positions assigned to this project, their roles and duties, and whether they will be on site or based at the home office. (c) Suggested project schedule, identifying major milestones for the work being proposed and job/schedule.

1. PROPOSAL FORMAT

1.1. Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

1.2. The proposal should be bound in a single volume if submitting a hardcopy. All documentation submitted with the proposal should be bound in that single volume.

1.3. If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

1.4. The proposal must be organized into the following response item sections and submitted in an indexed binder.

1.4.1. Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

1.4.2. A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

1.4.3. Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

1.4.4. A brochure of past work, with emphasis on comparable projects.

1.4.5. List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

1.4.6. List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

1.4.7. The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide

the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

1.4.8. The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances.

1.4.9. Describe the Offeror's methodology for handling errors and omissions.

1.4.10. Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.

1.4.11. Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

1.4.12. Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal.

ATTACHMENT B

II SPECIFICATIONS

1.0 Turf Maintenance Standards

1.1 **General**: Successful Contractors shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Director of Business Development or their Agent. The Contractor shall be notified of the City's decision by letter.

1.1.1 The areas to be serviced for each site include all turf areas in the right-of-way per the attached map. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color bed.

1.1.2 Contractor shall provide a maintenance schedule to the Director of Business Development or their Agent within fifteen (15) days from the date of Award of Contract and will notify the Director of Business Development or their Agent of any changes in the schedule prior to the schedule change.

1.2 **Mowing**: Mowing commencement and conclusion shall be at the discretion of the Agent(s) or Director of Business Development. Mowing frequency shall be determined by turf growth and occur up to once per calendar week, evenly spaced. Mowing costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Litter shall be picked up before any mowing occurs. Turf shall be cut at a height of two (2) inches; unless otherwise directed by the Director of Business Development or their Agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. Mowing equipment shall be a reel mower or rotary/recycler. If and when the Contractor wants to raise the height above two inches they must first receive written approval from the Director of Business Development or their Agent. All equipment must be of appropriate size for each site and approved by the Director of Business Development or their Agent. Grass clippings cannot be blown into City Streets.

1.3 **Shredding**: Mowing commencement and conclusion shall be at the discretion of the Agent(s) or Director of Business Development. Shredding frequency shall be determined by grass and weed growth and occur up to once per calendar week, evenly spaced. Shredding costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Litter shall be picked up before any shredding occurs. Shredded grass and weeds shall be cut at a height of two (2) inches; unless otherwise directed by the Director of Business Development or their Agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. All equipment must be of appropriate size for each site and approved by the Director of Business Development or their Agent. Grass clippings cannot be blown into City Streets.

1.4 **Edging**: All sidewalks and curbs shall be edged to a depth of one inch which shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted.

1.5 **Trimming**: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All hard surfaces, sidewalks, streets, parking areas and street medians must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed. The Contractor is responsible for protecting all trees and shrubs from string trimmer damage.

1.5 Chemical Application: Contractor shall be responsible for applying sufficient fertilizer and pre-emergent/pesticide to promote a green, healthy turf. The Contractor shall apply chemicals as follows:

1st Application (Pre-emergence/pesticide):	March
2nd Application (Fertilizer):	April
3rd Application (Fertilizer):	May
4th Application (Pre-emergence/pesticide):	August
5th Application (Fertilizer):	September

If needed, the chemical to be used shall be discussed with the Director of Business Development or their Agent and not applied until receipt of written approval. Without exception, the individual applying the pesticide shall be licensed by the Structural Pest Control Board, or any other applicable agency, for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable state and federal laws concerning pesticide applications, rinsate disposal and container disposal.

2.0 Tree Maintenance Standards

2.1 Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

2.2 Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable cost to be included as part of the regular maintenance. Prune in accordance with generally accepted standards for proper pruning.

2.3 Contractor shall discard all tree trimmings off-site using a legal method, and shall not place the debris in curbside receptacles or residential dumpsters.

2.4 Any tree found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as extra work. Submit a quote for replacement within two weeks of the loss. Unless otherwise instructed by the Director of Business Development or their Agent, replacement trees shall equal the value of the tree size that died based upon the total caliper inch of that tree. (No more than $110 per caliper inch.)

2.5 Replacement trees shall be approved for size and appearance by the Director Business Development or their Agent prior to planting.

2.6 The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

3.0 Irrigation Standards

3.1. **Water Application & Scheduling**:

3.3.1 It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.

3.1.1.1. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the Contractor.

3.1.1.2. Irrigation shall be made by the use of the permanent irrigation systems. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

3.1.2 The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Director of Business Development or their Agent in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

3.1.3 Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

3.1.4 When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and need to be billed as additional work (see

items that qualify for extra work as outlined below), the Contractor shall contact the Agent for authorization of work. Do not wait for approval to begin hand watering if it is required to save the plantings.

3.2 Irrigation System Scheduled Maintenance:

3.2.1 Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

3.2.2 The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens and flushing pipes as needed, as part of this contract.

3.2.3 Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

3.2.4 Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

3.3 Irrigation System Repair:

3.3.1 The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged by the contractor. Repairs shall be made within one week of the day the damage occurred. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.

3.3.2 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

3.3.3 The Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

3.3.4 Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3.3.5 The Contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks and minor timer adjustments shall be made by the Contractor. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

3.3.6 Repairs of irrigation system beyond the above scope will be charged as Extra Work at an hourly rate per person plus parts. Contractor shall bill the City for parts according to the current Manufacturer's List Price or a discount thereof. The Contractor will notify the Director of Business Development or their Agent of the nature of the problem and request permission to execute repairs before the work has begun.

4.0 Landscape and Graveled Area Maintenance Standards

4.1. Plants and shrubs shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

4.2. Prune plants and shrubs to remove damaged, diseased, or dead stems or foliage and to promote uniform growth patterns. Unless otherwise specified, they shall not be pruned into ball or box shapes. Plantings should be pruned as required to keep them within the bed area or to control their vertical ascent.

4.3. Contractor shall be responsible for applying sufficient fertilizer to promote a healthy, green turf. Contractor shall insure that fertilizer residue is removed from foliage and shall apply sufficient water to incorporate the fertilizer into the soil.

4.4. Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as required to control pest populations. The pesticide application standards previously set forth in item 1.5 shall be adhered to.

4.5. Contractor shall be responsible for the disposal of all debris removed from beds and shall not place the debris in curbside receptacles or residential dumpsters.

4.6. Contractor shall be responsible for the disposal of all debris and removal of weeds from the graveled areas of the parks and shall not place the debris in curbside receptacles or residential dumpsters. Graveled areas shall be raked as needed.

4.7. Contractor is responsible for installing mulch in playground fall zone area three times per year. City of Lubbock will provide the mulch.

5.0 Right-of-Way (ROW) Maintenance Standards

5.1. Contractor shall be responsible for weed removal and maintaining the ROW in accordance with local Code Enforcement Ordinances, the ROW areas in and around Fence lines on the attached map.

5.2. Contractor shall be responsible for the disposal of all debris and shall not place the debris in curbside receptacles or residential dumpsters.

6.0 Water Wells and Pump Chamber Maintenance

6.1. Contractor shall maintain water wells to ensure they are in good working order and keep the pump chambers clean and orderly.

7.0 Backflow Assembly Maintenance and Testing

7.1. Contractor shall maintain and inspect all irrigation and water well backflow assemblies annually to ensure good working condition

7.2. Contractor shall test all irrigation and water well backflow assemblies every one or three years in accordance with City of Lubbock's Ordinance Sec. 28.10.053, in compliance with the Federal and State regulations regarding cross-connection and backflow prevention.

8.0 Trash Receptacles and Pet Waste Stations Maintenance

8.1. Contractor will be responsible for emptying all litter receptacles. The Contractor will provide trash receptacle liners to be placed in each receptacle after removal of litter and debris. Contractor shall be responsible for the disposal of litter and debris. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No litter or debris shall be disposed of in residential dumpsters, curbside trash receptacles or those belonging to Commercial Businesses.

8.2. If applicable, contractor will be responsible for replacing the bags in the pet waste stations as needed to ensure each station holds the maximum amount of bags each week.

8.3. All receptacles shall be emptied twice per week. The agent can request additional frequencies for receptacle maintenance. Additional maintenance beyond the twice per week schedule shall be deemed as Extra Work.

9.0 Benches, Hardscape, Entrance Sign, and Concrete Maintenance

9.1. Contractor will be responsible for removing any litter or debris from around or inside the hard surface areas and hard surfaces shall be swept twice per week. Additional maintenance beyond the twice per week schedule shall be deemed as Extra Work.

9.2. Any litter or debris shall be removed from benches each twice per week.

9.3. Contract will be responsible for removing any litter, debris, or graffiti from around or on the Entrance Sign. Additional maintenance shall be deemed as Extra Work.

9.4. Any damage or disrepair to the benches, hardscape, or concrete should be reported to the Agent as soon as possible by the Contractor.

10.0 Lighting Maintenance

1.4.13. 10.1. Contractor will be responsible for maintaining all lighting including, but not limited to, pedestrian and string lights. Additional maintenance beyond replacing light bulbs and inspection for damage shall be deem

Exhibit B

City of Lubbock, TX
RFP 25-18404-KM
Landscape Maintenance Agreement for Upland Crossing PID
Price Proposal Sheet
BAFO

				Tom's Tree Place	
			Location	**Lubbock, TX**	
			Total Cost	**$89,195.00**	
#	Items	Quantity Required (+/-)	UOM	Unit Price	Total Cost
1					
#1-1	Playa Lake Park - Mowing/Edging/Trimming Cost	$29	Cycles	$840	$24,360
#1-2	Playa Lake Park - Shredding	$29	Cycles	$100	$2,900
#1-3	Pocket Park - Mowing/Edging/Trimming Cost	$29	Cycles	$360	$10,440
#1-4	Playa Lake Park - Pre-Emergent/Pesticides Cost	$2	Times per Year	$1,500	$3,000
#1-5	Pocket Park - Pre-Emergent/Pesticides Cost	$2	Times per Year	$100	$200
#1-6	Playa Lake Park - Fertilizer Cost	$3	Times per Year	$2,350	$7,050
#1-7	Pocket Park - Fertilizer Cost	$3	Times per Year	$125	$375
2					
#2-1	Playa Lake Park - Cost of Tree Maintenance	$12	Monthly	$240	$2,880
#2-2	Pocket Park - Cost of Tree Maintenance	$12	Monthly	$120	$1,440
3					
#3-1	Playa Lake Park - Irrigation Maintenance	$12	Monthly	$360	$4,320
#3-2	Pocket Park - Irrigation Maintenance	$12	Monthly	$120	$1,440
#3-3	Playa Lake Park - Materials Cost, Percent Discount from Manufacturer's List Price	$0	%	$0	$0
#3-4	Pocket Park - Materials Cost, Percent Discount from Manufacturer's List Price	$0	%	$0	$0
4					
#4-1	Playa Lake Park - Maintenance Cost	$12	Monthly	$300	$3,600
#4-2	Pocket Park - Maintenance Cost	$12	Monthly	$150	$1,800
#4-3	Playa Lake Park - Playground Mulch Installation	$3	Times per Year	$600	$1,800
#4-4	Pocket Park - Playground Mulch Installation	$2	Times per Year	$300	$600
5					
#5-1	Maintenance Cost of ROW Maintenance	$29	Cycles	$120	$3,480
6					
#6-1	Cost per Inspection	$12	Monthly	$200	$2,400
7					
#7-1	Cost per Assembly Test	$3	EA	$25	$75
#7-2	Cost for Device Maintenance	$3	Annually	$25	$75
8					
#8-1	Playa Lake Park - Recepticals - Rate per Week for Emptying # Trash Cans Twice per Week	$52	Weeks	$100	$5,200
#8-2	Pocket Park - Recepticals - Rate per Week for Emptying 4 Trash Cans Twice per Week	$52	Weeks	$50	$2,600
9					
#9-1	Playa Lake Park - Maintenance Cost	$52	Weeks	$50	$2,600
#9-2	Pocket Park - Maintenance Cost	$52	Weeks	$25	$1,300
#9-3	Entrance Sign - Maintenance Cost	$52	Weeks	$85	$4,420
10					
#10-1	Playa Lake Park - Light Bulb Replacement & Inspection Cost	$12	Monthly	$70	$840

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

Automobile Liability Requirements: $1M/occurrence is needed

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

Pollution Liability Requirements: $1M occurrence / $2M aggregate

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

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

To Include Products of Completed Operations endorsement.

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

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

Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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

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

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

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

NOTICES

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

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

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

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

Purchasing and Contract Management

Project Summary

RFP 25-18404-KM
Landscape Maintenance Agreement for Upland Crossing Public Improvement District (PID)

Notice was published in the Lubbock Avalanche Journal on November 27 & December 04, 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 November 27 to December 19, 2024.
6 individuals attended the pre-proposal meeting.
42 vendors downloaded the documents using Bonfire.com.
19 vendors were notified separately.
6 vendors submitted proposals.

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to Professional Services Agreement Contract 17764, with West Texas Services, Inc. dba Tom's Tree Place, for services related to right-of-way improvements within the North Overton Tax Increment Financing District boundary.

Item Summary

On January 23, 2024, the City Council approved Contract 17764, with Tom's Tree Place. This contract is for improvements in the public right-of-way between Avenue S and Avenue U on 9th Street and 10th Street. Improvements will include removal of existing ground material, irrigation repair, and installation of new ground material. All improvements will be completed in accordance with the Overton Park Public Improvement Guidelines, as adopted by the City Council in January 2004.

On July 9, 2024, the City Council approved Amendment No. 1, which added improvements in the sections of right-of-way on Avenue S and Avenue U, that were not included in the original contract.

On December 3, 2024, the City Council approved Amendment No. 2, for additional improvements on 9th Street and 10th Street between Avenue V and Avenue U, including portions on Avenue V and Avenue U that were not originally included in the project scope.

Amendment No. 3 is for similar improvements on Glenna Goodacre Boulevard between Avenue S and Avenue V. This amendment will add $63,746.25 to the project. The cost of Amendment No. 3 is funded in the North Overton Tax Increment Financing (TIF) District Fund. The North Overton TIF Board approved this amount at their January 9, 2025 Board Meeting, and recommmend approval by the City Council.

Fiscal Impact

Amendment No. 3 for Contact 17764, in the amount of $63,746.25, is funded in Capital Improvement Project 95524, North Overton TIF Public Improvement Projects.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
North Point Tax Increment Financing District Advisory Board

Attachments

Resolution
Amendment 3

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, Amendment No. 3 to the professional services agreement Contract No. 17764 for right-of-way improvements on 9th and 10th Streets in the North Overton TIF by and between the City of Lubbock and West Texas Services, Inc. dba Tom's Tree Place, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #3 Tom's 9th and 10th St
1.15.25

Amendment 3
To Agreement Between
The City of Lubbock, TX
and
West Texas Services, Inc. dba Tom's Tree Place

THIS IS THE THIRD AMENDMENT TO THE AGREEMENT dated and entered into on the 23rd day of January 2024, Contract No. 17764, by and between the City of Lubbock ("City") and West Texas Services, Inc. dba Tom's Tree Place ("Contractor").

Contractor is providing professional services for Tax Increment Finance District 9th and 10th Street Right-of-Way Improvements (the "Activities").

The Parties entered into Amendment No. 1 on July 9, 2024 and Amendment No. 2 on December 3, 2024 to expand the scope of services.

Now the Parties desire again to enlarge the scope of services to be performed by the Contractor while completing the Activities.

WITNESSETH:

The City and Contractor now agree to enlarge the scope of services in this Agreement for sod removal and gravel replacement, details of which are as set forth in Exhibit "A" and incorporated herein. The cost of said services shall not exceed sixty-three thousand seven hundred forty-six dollars and 25/100 ($63,746.25).

All other portions of the original Agreement shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____2025.

CITY OF LUBBOCK

_____
MARK MCBRAYER, Mayor

West Texas Services, Inc. dba Tom's Tree Place

_____
Alex Scarborough

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Director of Business Development

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

tom's TREE PLACE

Date 1/8/2025
Ordered By: City of Lubbock
PO Number: 9TH and 10TH Streets
Home Telephone:
Mobile Telephone:
Email:

ESTIMATE FOR GGB GRAVEL

City of Lubbock
9th St and 10th St
Lubbock, TX 79401

TTP Salesperson: **Toby Rowin, RLA**

Tom's Tree Place
5104 34th Street Lubbock, Texas 79410
806.799.3677 - Voice 806.799.8743 - Fax
www.tomstreeplace.com

Quantity	Description	Comments	Size	Unit Cost	Line Total
	DEMO				
8090	Demo of Existing Soil to 4"-Depth		SF	$1.50	$12,135.00
	LANDSCAPE				
99	Decomposed Granite Mulch (1"-Minus)		CY	$200.00	$19,800.00
	IRRIGATION				
66	Repair/Replace Existing Irrigation		Per Tree	$50.00	$3,300.00
	GENERAL CONDITIONS				
10	Barricades, Signage, and Pedestrian and Vehicular Traffic Control		Per Day	$125.00	$1,250.00
	Includes: Block 3, Tract 30, Tract 31. South side of Glenna Goodacre from Ave S to Ave V				
	Materials Total				$36,485.00
	Installation Total				$27,261.25
	Subtotal				$63,746.25
	Tax @ 0.00%				$0.00
	Final Total				$63,746.25

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2025

Capital Project Number:	92254
Capital Project Name:	North Overton TIF Public Improvements

		Budget
Encumbered/Expended		
Chipotle's Mexican Grill Development Agreement - Tract 1C-1	$	23,572
McCanton Wood Water Loop Agreement - Tract 1C-1		22,000
LKM Matador Development Agreement - Tract 1B-2		161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A		53,717
ACC OP (Tract 6) Contract		93,000
Racer Classic Car Wash		9,351
2401 9th Street LLC (Potbelly)		51,878
Jackie Moon Properties, LLC		78,547
MH Civic Constructors - GGB		292,572
Public improvements Reimbursement		(55,719)
Landscaping in the Parkway		26,723
Haven Campus Communities - Lubbock, LLC		322,155
City of Lubbock Staff Time		4,079
ACC OP (Tracts 32 and 33) LLC		583,287
Haven Campus Communities		340,549
West Texas Services, Inc - GGB		514,856
West Texas Services, Inc - Ramirez		450,000
West Texas Services, Inc - 9th and 10th Street		192,210
West Texas Services, Inc - GGB Medians		606,209
West Texas Services, Inc. Mac Davis Roundabout		$425,040
West Texas Services - 9th and 10th Street Amendment No.1		$44,911
West Texas Services - 9th and 10th Street Amendment No.2		$137,203
Agenda Item December 3, 2024		
West Texas Services, Inc. Contract 17764 Amendment No.3		63,747
Encumbered/Expended to Date		4,441,652
Estimated Costs for Remaining Appropriation		
Public Improvements		1,205,699
Remaining Appropriation		1,205,699
Total Appropriation To Date	$	5,647,351



CIP 92254 North Overton TIF Public Improvements

Installation and Repair of Public Improvements

Project Manager: Brianna Brown - Business Development

Project Scope

Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right of way for already developed areas, such as the relocation and replacement of bollards on Glenna Goodacre Boulevard and any other replacement of the original construction that is needed.

Project Justification

The project is part of the ongoing redevelopment in the North Overton TIF to replace 70-year old infrastructure.

Completed projects:

GGB Completion - $87,458.21

Chipotles Development Agreement - $23,571.60

LKM Matador Development Agreement (92254B) - $161,765

Golden Properties Agreement (92254C)- 53,716.92

Tract 6 Development Agreement (92254D) - 93,000

Racer Classic Car Wash Development Agreement (92254E) - $8,640

2402 9th Street Development Agreement (92254F) - $51,878

Jackie Moon Development Agreement (92254G) - 78,547

ACC OPP Development Agreement (92254H) - $583,287

Haven Campus Communities - 18Nineteen (92254I) - $322,155

Removal of Pedestrian Lights - $1800.96

Irrigation Water Line Relocate Tract 3 - $19,625

McCantonwood Agreement - $22,105

Haven II Development Agreement - $340,549

Completion of the landscaping in the parkway on the last two blocks of GGB - $514,855

2022-23: Completed a project to install public improvements on Glenna Goodacre Blvd. between Avenue U and Avenue T.

2023-24: Completed a landscaping project in the public right-of-way on 9th and 10th Streets between Avenue U and Avenue S.

2023-24: Completed a landscaping project in the Glenna Goodacre medians.

2023-24: Started a repair project in the roundabout and adjacent right-of-way at Mac Davis and Avenue X.

Project Highlights

Council Priorities Addressed:
Community Improvement, Economic Development

Project History

- Prior to FY 2016-17 $2,247,032 had been appropriated
- FY 2016-17 $150,000 was appropriated by Ord. 2016-O0135
- FY 2017-18 $1,000,000 was appropriated by Ord. 2017-O0111
- FY 2021-22 $249,680 was reassigned by BCR 2022-26
- FY 2022-23 $1,000,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $750,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $750,000 was appropriated by Ord. 2023-O0151

Project Dates

FY 2024-25: Complete a public improvement project on the South side of Glenna Goodacre Boulevard between Avenue Q and Avenue R; Complete an irrigation optimization project through the North Overton TIF District.

Project Location

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Construction	$5,647,351	$1,000,000	$750,000	$750,000	$0	$0	$0
TOTAL	**$5,647,351**	**$1,000,000**	**$750,000**	**$750,000**	**$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 CO Bonds	$1,500,000	$0	$0	$0	$0	$0	$0
North Overton TIF Fund Cash	$3,400,320	$1,000,000	$750,000	$750,000	$0	$0	$0
North Overton TIF Fund Bonds	$747,031	$0	$0	$0	$0	$0	$0
TOTAL	**$5,647,351**	**$1,000,000**	**$750,000**	**$750,000**	**$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**

Powered by OpenGov

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 18392, with CLAW Constructors, LLC, for the construction of a new storage and maintenance yard in the Sam Wahl Recreation Area at Lake Alan Henry.

Item Summary

The City of Lubbock issued an invitation (ITB) from qualified contractors to build a storage/maintenance yard at the Sam Wahl Recreation Area at Lake Alan Henry. This project consists of a gravel drive and a 7,500 square foot yard, secured by a chain-link fence with swing gates.

The successful bidder will be responsible for the complete construction, including obtaining necessary permits, provision of labor and materials, and conducting inspections to ensure compliance with state and local regulations. This initiative is designed to improve the functionality of the recreation area.

In response to ITB 25-18392-KM, the following bids were received and opened on December 4, 2024.

Contractor	Amount
CLAW Constructors, LLC, Seymour, Texas	$110,000
SRH Landscapes, LLC, Lubbock, Texas	$117,999
EAS Development, LLC, Bryan, Texas	$127,000
Casta 3 Construction, LLC, Colleyville, Texas	$129,150
Summit SVCS, Inc., Lubbock, Texas	$142,487
Adams Trade Services, Inc., Austin, Texas	$149,600
Omega 4 Construction, Lubbock, Texas	No Bid

Staff recommends awarding Contract 18392 to the lowest bidder, CLAW Constructors, LLC of Seymour, Texas, for $110,000.

The contract will be for a term of 120 days to final completion.

Fiscal Impact

Contract 18392 for $110,000, is funded in Capital Improvement Project 92830 - Lake Alan Henry Maintenance Building.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Colby VanGundy, Parks and Recreation Director

Attachments

Resolution
Contract
Budget Detail
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract 18392 per ITB 25-18392-KM, by and between the City of Lubbock and CLAW Contractors, LLC, of Seymour, Texas, for Construction of a Storage Yard at Sam Wahl Recreation Area, consistent with the terms of the proposal submittal form attached hereto and incorporated herein, and related documents.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Public Works Contract 18392- CLAW Contractors, LLC
12.27.24

BID SUBMITTAL FORM
LUMP SUM BID CONTRACT

DATE: 12-3-2024

PROJECT NUMBER: **ITB 25-18392-KM Construction of Storage Yard at Sam Wahl Recreation Area**

Bid of CLAW Contractors, LLC (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **90 days consecutive calendar days** with **final completion** of the project within **120 days consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **$25** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$25** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

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

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

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

City of Lubbock, TX
Parks and Recrecation
ITB 25-18392-KM
Construction of StorageYard at Sam Wahl Recreation Area

CLAW Contractors, LLC of Seymour, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
General					
#1-1	Construction of Storage Shed at Sam Wahl Recreation Area, as specified.	1	LS	$110,000.00	$110,000.00
				Total (Item 1-1):	**$110,000.00**

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of 5,500 or 5% of bid amount **Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 12-3-2024

Amy Wyatt

Authorized Signature

Amy Wyatt, Co-Owner

(Printed or Typed Name)

CLAW Contractors, LLC

Company

312 E. Lincoln Street

Address

Seymour, Baylor

City, County

TX, 76380

State Zip Code

Telephone: 580 - 335-1906

Fax: _____ - _____

(Seal if Bidder is a Corporation)

ATTEST:

_____

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 11-14-2024
Addenda No. 2 Date 11-22-2024
Addenda No. _____ Date_____
Addenda No. _____ Date_____

FEDERAL TAX ID or SOCIAL SECURITY No.

88-3598937

EMAIL: clawcontractors@gmail.com

M/WBE Firm:

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

City of Lubbock, TX
Capital Project
Project Cost Detail
January 6, 2025

Capital Project Number:	92830
Capital Project Name:	Lake Alan Henry Maintenance Building

Encumbered/Expended	**Budget**
	$ -
Agenda Item January 28, 2025	
CLAW Constructors, LLC - 18392	110,000
Encumbered/Expended To Date	110,000
Estimated Costs for Remaining Appropriation	
Storage Yard Amenities	40,000
Remaining Appropriation	40,000
Total Appropriation	$ 150,000

Purchasing and Contract Management

Project Summary

ITB 25-18392-KM
Construction of Storage Yard at Sam Wahl Recreation Area

Notice was published in the Lubbock Avalanche Journal on November 10 & November 17, 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 November 8 to December 4, 2024.
5 individuals attended the pre-bid meeting.
55 vendors downloaded the documents using Bonfire.com.
46 vendors were notified separately.
7 vendors submitted bids.

Information

Agenda Item

Resolution - Libraries: Consider a resolution authorizing the Mayor to execute Contract 18355, with Parkhill, for the development of a conceptual design and probable cost of a construction estimate for the Godeke Branch Library.

Item Summary

Staff issued a Request for Qualifications (RFQ) for professional services to create a conceptual design and probable cost for the Godeke Branch Library.

In response to RFQ 25-18355-MA, nine proposals were received. Staff evaluated the proposals using the following criteria: Team Organization and Qualifications (35 points), Experience on Relevant Projects (35 points), Management Approach (25 points) and Overall Responsiveness to the RFQ (5 points). The maximum point value is 100 points. Following staff evaluation of the proposals, the following ranking was obtained:

Company	Points
Parkhill, Lubbock, Texas	96.75
Komatsu/Rangel, Inc. dba Komatsu Architecture, Fort Worth, Texas	93.00
LEVEL 5 Architecture, Mansfield, Texas	89.75
BRAVE Architecture, Houston, Texas	75.25
3 Axis Architects, Lubbock, Texas	62.75
MWM Architects, Lubbock, Texas	60.75
Condray Design Group, Lubbock, Texas	54.25
JSA Architects, Inc., Lubbock, Texas	54.00
Chapman Harvey Architects LLC, Lubbock, Texas	52.25

Staff recommends awarding Contract 18355 to Parkhill of Lubbock, Texas, for $97,484.

The contract duration is 8 months and allows for one 6-month extension if needed.

Fiscal Impact

Contract 18355 with Parkhill, for $97,484, is funded in the Non-Departmental Professional Services Account 1115.8302.14719 of the 2024-25 Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Hannah Stewart, Lubbock Public Libraries Director

Attachments

Resolution
Professional Services Agreement
Project Summary for Godeke Conceptual Design

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 Professional Services Agreement, Contract No. 18355, as per RFQ 25-18355-MA, for services related to the development of a conceptual design and construction analysis for Godeke branch library, by and between the City of Lubbock and Parkhill, 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 W. 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

ccdocsII/RES.PSA-No. 18355 Parkhill- Godeke Branch Library
1.7.25

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18355 is entered into this ____ day of _____, 2025, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill (the" Architect"), a Texas corporation.

WITNESSETH

WHEREAS, the City desires to contract with the Architect to provide professional services for conceptual design and opinion of probable cost for a new branch library facility to be located at Jack Stevens Park, (the "Activities"); and

WHEREAS, the Architect has a professional staff experienced and is qualified to provide professional Architectural services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Architect to be a fair and reasonable price; and

WHEREAS, the City desires to contract with the Architect to provide professional services related to the Activities, and Architect desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Architect hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of eight (8) months. If the Architect determines that additional time is required to complete the Services, the City Architect, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. The Architect shall conduct all activities, and within such timeframes, as set forth on Exhibit "A" Scope of Services, attached hereto (the "Services").

B. The Architect shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $97,484, as set forth in Exhibit "B" Fee Proposal.

ARTICLE III. TERMINATION

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Architect. In the event this Agreement is so terminated, the City shall only pay the Architect for services actually performed by the Architect up to the date the Architect is deemed to have received notice of termination, as provided herein.

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGEMENTS

A. Existence. The Architect is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Architect has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

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

D. Architect. The Architect maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all applicable laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Architect will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Architect warrants that any materials provided by the Architect for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Architect shall be solely responsible for ensuring that any materials provided by the Architect pursuant to this Agreement satisfy this requirement and the Architect agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Architect's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

The Architect shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

The Architect and the City agree that the Architect shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Architect has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Architect and the Architect's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or

regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

The Architect shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Architect shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Architect to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Per Claim and Annual Aggregate: $2,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

The Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Architect herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial

General Liability and shall be granted a waiver of subrogation under those policies. The Architect shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Architect shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Architect maintains said coverage. The Architect may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Architect fails to maintain the required insurance in full force and effect, the Architect shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Architect's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

The Architect may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Architect, as set forth on Exhibit [insert correct value], attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Architect is at all times responsible to the City to perform the Services as provided in this Agreement and the Architect is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Architect shall be required by the Architect to carry, for the protection and benefit of the City and the Architect and naming said third parties as additional insureds, insurance as described above required to be carried by the Architect in this Agreement.

The Architect acknowledges that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE ARCHITECT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE 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 ARCHITECT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

The Architect shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

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

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

Parkhill
Kreg Robertson – Principal-In-Charge
4222 85th Street
Lubbock, TX 79423
Telephone: 806-473-2200
Email: KRobertson@Parkhill.com

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Darren Densford – City Architect
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2368
Email: ddensford@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

Provision of Data. The City shall furnish the Architect non-confidential studies, reports and other available data in the possession of the City pertinent to the Architect's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Architect's Services under this Agreement (the "Provided Data"). The Architect shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Architect shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Architect's books and records with respect to this Agreement between the Architect and the City.

C. Records. The Architect shall maintain records that are necessary to substantiate the services provided by the Architect.

D. Assignability. The Architect may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Architect, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Architect, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Architect and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Architect, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Architect and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Architect as part of the Services hereunder, shall become the property of the City when the Architect has been compensated as set forth in Article II, above. The Architect shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Architect of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Architect.

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

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

T. Professional Responsibility. All architectural and engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or Architects practicing under the same or similar circumstances and professional license.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK MCBRAYER,
MAYOR

ATTEST:

Courtney Paz,
City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher,
Assistant City Manager

APPROVED AS TO FORM:

Rachel Foster,
Assistant City Attorney

Firm

PARKHILL

By: _____
Ryan A. Wilkens, AIA
Client Manager

Parkhill

January 10, 2025

City of Lubbock
Hannah Stewart- Director of Lubbock Public Libraries
1306 9th St
Lubbock, TX 79401
(806) 775-2824

RE: Proposal for Professional Services
Godeke Branch Library
75th St and Slide Rd.

Dear Ms. Stewart:

Parkhill (A/E) is pleased to have been selected on our qualifications and to have the opportunity to provide this proposal for Architectural, Landscape Architecture, Interior Design, Engineering and Planning services to The City of Lubbock (CLIENT) for the referenced Project.

PROJECT DESCRIPTION
The A/E shall provide planning and design services to the Client for a new Godeke Branch Library to be located at 75th St and Slide Rd. In addition to the new library facility, it is anticipated that there will be improvements to Jack Stevens Park to coincide with the site placement and outdoor amenities provided for the library.

SCOPE OF SERVICES
A/E proposes to provide the following Professional Architecture, Interior Design, Landscape Architecture and Irrigation, Site Civil Engineering, Structural Engineering, and Mechanical/Plumbing/Electrical Engineering services for the Project as detailed in Exhibit A.

SCHEDULE
The schedule will be developed in conjunction with the owner for this project. All meetings and presentations as itemized in Exhibit A shall take place virtually (via Teams of Zoom) or at Godeke Library unless specified otherwise.

COMPENSATION
Our fee for the Scope of Services described in Exhibit A will be based on a lump sum amount as described in Exhibit B. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule as described in Exhibit C.

Reimbursable expenses are included in the fee breakdown described in Exhibit B.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will anticipate receipt of the City of Lubbock Contract. We will not proceed until a Contract has been executed by both parties. Please note, previous City of Lubbock contracts negotiated between the A/E and the City of Lubbock have included minor edits. Please include these minor edits for the current contract.

We are excited to be a part of this project! The Parkhill team live and work here in the Lubbock community, and it is an honor to be a part of keystone projects like the Godeke Library. We can't wait to begin this process with you all and eagerly anticipate the ribbon cutting ceremony when we open the doors for our community members. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By _____
Kreg Robertson, AIA
Principal In Charge (PIC)

By _____
Ryan Wilkens, AIA
Client Manager

City of Lubbock (CLIENT)

Signature: _____

Name: Hannah Stewart

Title: Director of Libraries

Date: 1/17/25

Enclosures: Exhibit A - Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Hourly Rates

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

Parkhill

EXHIBIT A – SCOPE OF SERVICES
January 10, 2025
Godeke Branch Library

DESIGN SERVICES
A/E proposes to provide the following Professional Planning and Design Services for the Project's Scope of Services.

TASK 1 | MASTER PLAN

Prior to the first programming meeting, the A/E will gather as much requested information as possible. A list will be provided to the Client prior to the first meeting.

A. MEETING #1: MASTER PLAN (Kick-Off and Interviews)
- Identify Process, Schedule, Goals and Criteria for Success
- Discuss stakeholders' expectations and preconceived notions
- Strategize community input opportunities, format, and schedule
- Review process for online survey if desired
- Review current trends in library design and planning

Staff stakeholder Interviews:
- Conduct staff interviews in their current space to determine the required workflow and space requirements.

B. MEETING #2: SPACE NEEDS DEVELOPMENT
- Review collection development, technology, seating standards based on Texas Library Standards and other applicable standards (ALA, other states, Whole Building Guide)
- Finalize itinerary for Discovery Tours
- Strategize for community input including relevant trends and new spaces as identified in the Discovery Tours.
- Review online survey questions (if included).

Library Discovery Tours
In person visits to similar sized libraries for lessons learned and current best practices with library staff and stakeholders.
- These can be regional new or renovated libraries or outside of the region based on goals for Discovery Tours.
- The tours allow the library, city, and design team to develop a "common" language to utilize throughout the programming process for discussions on spaces and sizes.

Community Input Meetings
This will be customized based on the best way to include as many users and potential users as possible. The community focus group effort allows the library and design team to present current trends and opportunities in library design that may come as surprise (and delight!) to those who have not used a library recently. Up to four community input sessions including:
- (1) Town Halls – we do these with a PowerPoint of "library possibilities" that attendees (virtual and in-person) get to vote on to help set priorities
- (3) Community Focus Groups – invited library users and non-users participate in a conversation and presentation for future library services and spaces

Additional Services:
OPTION #1: Online Survey
The A/E (with Ivy Group Consulting) will assist the library in preparing a web-based survey of the community for library amenities, services, and programs. The design team will be responsible for:
- developing the survey questionnaire (two rounds of revisions) with a series of quantitative questions and up to two qualitative "open end" questions;
- recommending strategies to ensure maximum participation;

- programming, testing, and launching the survey;
- monitoring response rates;
- analyzing the data;
- summarizing key findings in a research report; and
- reviewing the findings with the project team.

The Library will be responsible for:
- posting the survey link on its website and social media; and
- promoting survey participation.

OR

As an alternative, the A/E will assist the library in preparing a web-based survey utilizing previous study example questions and the library/City will be responsible for developing, implementing, and hosting the survey. The library will provide the data analytics to the A/E for summarizing in the final report. This could be in collaboration with a survey company the city has an existing contract with like Pollco or Orange Boy.

OPTION #2: Community Stakeholder/Leadership Interviews:
A discussion guide will be developed to interview library stakeholders to discuss the role of the library in Lubbock. Interviews may include the library board, library friends, Economic Development and/or CDC, Mayor, City Manager, and Council members, school representatives, homeschool groups, library power users, or others to be determined. The fee will be based on the four interview sessions.

C. MEETING #3: SPACE NEEDS DEVELOPMENT

Following the Discovery Tours and community input, we will be able to answer the question "what does the community want?" and include the top ten components in the preliminary "wish list" program. This review will set priorities and set the stage a phased needs approach to space utilization. This may include options for meeting "Exemplary", "Enhanced", or "Standard" levels of service.

Additional Services:
Option #3: Technology Workshop:
- Review of existing technology components of the library
- Led by NV5, this will be a visioning session for AV, IT, infrastructure, security, and acoustics specifically for libraries
- A written report of the results will be provided.

D. MEETING #4: REVIEW FACILITY RECOMMENDATIONS

- Zoom meeting to review the program line by line to reach final needs assessment size.
- Rough Order of Magnitude (ROM) cost for recommendations
- Review recommendations which will include a new library and may include other nontraditional methods for providing library services (mobile services, partnerships for service, remote locations for lockers or library vending and other services to be determined)

E. MEETING #5: DRAFT MASTER PLAN REPORT

- Review of 90% draft master plan report
- Include all revisions in the Final Report
- Identify staff for yearly review of the implementation of the recommendations and activities.

Communications Plan
Prepare a communications brief with recommendations for sharing the master plan findings with the community. The brief will include key messages, language for social media announcements, a press release to be distributed to local media, and talking points for library ambassadors.

Prepare and Submit Final Report

F. MEETING #6: FINAL MASTER PLAN REPORT
Presentation of final master plan to library board and/or city council.

TASK 2 | CONCEPT DESIGN

A. MEETING #1: BUILDING SPACE PROGRAMMING DETAIL DEVELOPMENT
- Collection development for each genre/age group
- Confirm technology offerings
- Detail staff work area

B. MEETING #2: ADJACENCY DIAGRAMS

- The A/E will present two adjacency/stacking options for the new library to review the number of floors and space adjacencies within the floors.
- Site Test Fit

C. MEETING #3: MASSING DIAGRAMS
- Updates will be made to the adjacency diagrams as required, and a preliminary floor plan developed.
- The A/E will present massing diagrams for the selected adjacency diagram.
- Site plan updates

D. MEETING #4: INTERIOR AND EXTERIOR VISIONING
- A/E will present precedent images to guide the design concept of the new library for both the exterior and interior styles.
- Site plan visioning and drainage study.

E. MEETING #5: FURNITURE TEST FIT & INITIAL CONCEPT DESIGNS
- Furniture Test Fit will be completed to show how the spaces work on the developed floor plans.
- Concept design for the new library.

F. MEETING #6: FINAL CONCEPT DESIGN
- Presentation of final site plan, floor plan, and concept design for the existing library to be used to generate excitement for the bond program.
- Cost Estimate and Timeline discussion.
- Final Presentation

TASK 2 DELIVERABLES:
- Detailed Programming Summary of Needs for the new library
- Adjacency Diagram
- Floor plan with furniture in color
- Site plan in color Architectural Concepts
- Interior Concept – three views
- Concept ROM cost estimate review
- Concept FFE estimate.

EXCLUDED SERVICES

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Surveys and Geotechnical Reports
- Off-site Utility Design
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Furniture, Fixtures, and Equipment Planning and Documentation
- Entitlement Services
- Subsurface Utility Engineering (SUE)

END OF EXHIBIT

Parkhill

EXHIBIT B – FEE PROPOSAL

Part 1: Master Plan			
Project Management and expenses (printing, mileage)	$	4,200	
Biweekly touchpoint for project process			
Programming Information Gathering and Analysis			
Pre-meeting to discuss data			
Meeting prep			
Master Plan Meeting #1 "Kick Off" and interviews	$	9,836	in person
Identify Schedule, Process, and Goals			
Tour Library and Interview staff			
Community Meeting Strategy			
Meeting documentation			
Space Needs Development Meeting #2	$	3,398	virtual
Apply Standards to collection, technology, staffing, seating			
Community Meeting, Discovery Tours, and online survey updates			
Meeting documentation			
Library Discovery Tours - Local new, relevant libraries & library/rec center combos	$	9,728	in person
Community Meeting Planning and Prep			
Community Input Meetings			in person
Community Focus Groups/Town Hall (4)			
Community Meeting Documentation	$	9,878	
Prepare working space needs			
Space Needs Development Meeting #3	$	4,348	virtual
Revise working outline program options			
Review Branch Library Recommendations Meeting #4	$	2,768	virtual
Update recommendations			
ROM Cost Estimates for recommended options			
Prepare 90% draft master plan	$	5,398	
Draft Master Plan Report Meeting #5			virtual
Finalize Master Plan Document			
Meeting #6: Final Master Plan report	$	2,768	in person
Final Presentation (one)			
PART 1 Subtotal	**$**	**52,322**	

Part 2: Concept Design			
Project Management and expenses (printing, travel, mileage)	$	3,160	
Pre-meeting to discuss site			
Meeting prep			
Meeting #1: Adjacency & Stacking Diagram Options	$	6,136	onsite
Site Test Fit (accommodate parking, book return, window, other amenities)			
Documentation and updates			

Meeting Prep	$ 4,120		
Meeting #2: Massing Diagrams Input virtual			
Masssing Concepts and Studies	$ 4,192		
Site Plan Concepts and Studies	$ 4,192		
Preliminary Cost Estimate Review			
Meeting Prep			
Meeting #3: Interior Visioning	**$ 3,968**	**virtual**	
Documentation and updates			
Meeting Prep			
Meeting #4: Furniture Test Fit & Initial Concept Design	**$ 7,058**	**onsite**	
Documentation and updates			
Meeting Prep			
Meeting #5: Final Concept Designs	**$ 2,708**	**virtual**	
Three Interior views - wireframe with some color	$ 6,000		
Meeting #6: Final Master Plan report	**$ 3,628**		
Final Presentation (one) onsite			
PART 2 Subtotal	**$ 45,162**		
720 DESIGN TOTAL PART 1 AND PART 2	**$ 97,484**		
OPTIONAL SERVICES:			
OPTION 1: Online Survey (2 Options)			
Assistance: Prepare questions and review hosted by library, PollCo, Orange Boy or similar	$ 3,800		
OR			
Online Survey Options - Ivy	$ 12,245		
Full Service Prepare, host, analysis of Online survey (lump sum)			
OPTION 2: Leadership Interviews			
Community Stakeholder/Leadership Interviews (4) $5,270 in person			
OPTION 3: Technology Visioning Workshop - led by NV5	$ 5,800	NV5 leads virtually	
Documentation			
Additional Community Input Meetings, Discovery Tours, Presentations will be hourly plus travel expenses			
Additional Renderings	$ 3,600	each	

EXHIBIT C
Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: City of Lubbock **Project:** Godeke Branch Library

Agreement Date: January 10, 2025 **Location:** Lubbock, TX

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$67.00
SUPPORT STAFF II	$78.00
SUPPORT STAFF III	$108.00
SUPPORT STAFF IV	$115.00
SUPPORT STAFF V	$127.00
SUPPORT STAFF VI	$138.00
PROFESSIONAL LEVEL I	
Architect	$135.00
Civil Engineer	$147.00
Electrical Engineer	$150.00
Interior Designer	$128.00
Landscape Architect	$128.00
Mechanical Engineer	$141.00
Structural Engineer	$141.00
Survey Tech	$120.00
Other Professional	$126.00
PROFESSIONAL LEVEL II	
Architect	$146.00
Civil Engineer	$165.00
Electrical Engineer	$170.00
Interior Designer	$135.00
Landscape Architect	$135.00
Mechanical Engineer	$162.00
Structural Engineer	$160.00
Survey Tech	$130.00
Other Professional	$133.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$166.00
Civil Engineer	$203.00
Electrical Engineer	$198.00
Interior Designer	$148.00
Landscape Architect	$160.00
Mechanical Engineer	$189.00
Structural Engineer	$196.00
Survey Tech	$152.00
Other Professional	$146.00
PROFESSIONAL LEVEL IV	
Architect	$202.00
Civil Engineer	$237.00
Electrical Engineer	$232.00
Interior Designer	$162.00
Landscape Architect	$173.00
Mechanical Engineer	$222.00
Structural Engineer	$226.00
Survey Tech	$185.00
Other Professional	$172.00
PROFESSIONAL LEVEL V	
Architect	$246.00
Civil Engineer	$281.00
Electrical Engineer	$279.00
Interior Designer	$195.00
Landscape Architect	$211.00
Mechanical Engineer	$266.00
Structural Engineer	$250.00
Professional Land Surveyor	$198.00
Other Professional	$192.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$259.00
Civil Engineer	$282.00
Electrical Engineer	$281.00
Interior Designer	$211.00
Landscape Architect	$226.00
Mechanical Engineer	$268.00
Structural Engineer	$252.00
Professional Land Surveyor	$202.00
Other Professional	$219.00
PROFESSIONAL LEVEL VII	
Architect	$330.00
Civil Engineer	$340.00
Electrical Engineer	$334.00
Interior Designer	$241.00
Landscape Architect	$290.00
Mechanical Engineer	$317.00
Structural Engineer	$334.00
Professional Land Surveyor	$202.00
Other Professional	$277.00

Lubbock Godeke Branch Library MP & Concept Design

	Task Name	Start Date	End Date	Duration
1	**Contract Approval**	**01/28/25**	**02/04/25**	**6d**
2	Council Approval	01/28/25	01/28/25	1d
3	Notice to Proceed	01/29/25	02/04/25	1w
4	**Part 1: Master Plan Summary of Needs**	**01/14/25**	**06/16/25**	**110d**
5	Collect Data	01/14/25	01/27/25	2w
6	Kick Off Meeting #1	02/05/25	02/05/25	1d
7	Library Discovery Tours - DFW Area	02/06/25	02/19/25	2w
8	Meeting #2	02/20/25	03/05/25	2w
9	Community Focus Groups	03/06/25	03/19/25	2w
10	Meeting #3	03/20/25	04/02/25	2w
11	OPTIONAL Technology Workshop	04/03/25	04/09/25	1w
12	Review Recommendations Meeting #4	04/10/25	04/30/25	3w
13	Cost Estimate	05/01/25	05/07/25	1w
14	Write Master Plan	05/01/25	05/14/25	2w
15	Draft Master Plan Report Meeting #5	05/08/25	05/08/25	1d
16	Publish Master Plan	05/09/25	05/29/25	3w
17	Final Master Plan Review Meeting #6	05/30/25	05/30/25	1d
18	Prepare Presentation	06/02/25	06/13/25	2w
19	City Council/Library Board Presentation	06/16/25	06/16/25	1d
20	**Part 2: Concept Development**	**06/17/25**	**09/24/25**	**72d**
21	Notice to Proceed Part 2	06/17/25	06/30/25	2w
22	Meeting #1: Building Space Programming Detail	07/01/25	07/01/25	1d
23	Meeting #2: Adjacency & Stacking	07/02/25	07/15/25	2w
24	Meeting #3: Massing	07/16/25	07/29/25	2w
25	Meeting #4: Interior and Exterior Visioning	07/30/25	08/12/25	2w
26	Meeting #5: Furniture Test Fit	08/13/25	08/26/25	2w
27	Meeting #6: Final Concept Design Package	08/27/25	09/09/25	2w
28	Prepare Presentation	09/10/25	09/23/25	2w
29	Final Presentation	09/24/25	09/24/25	1d

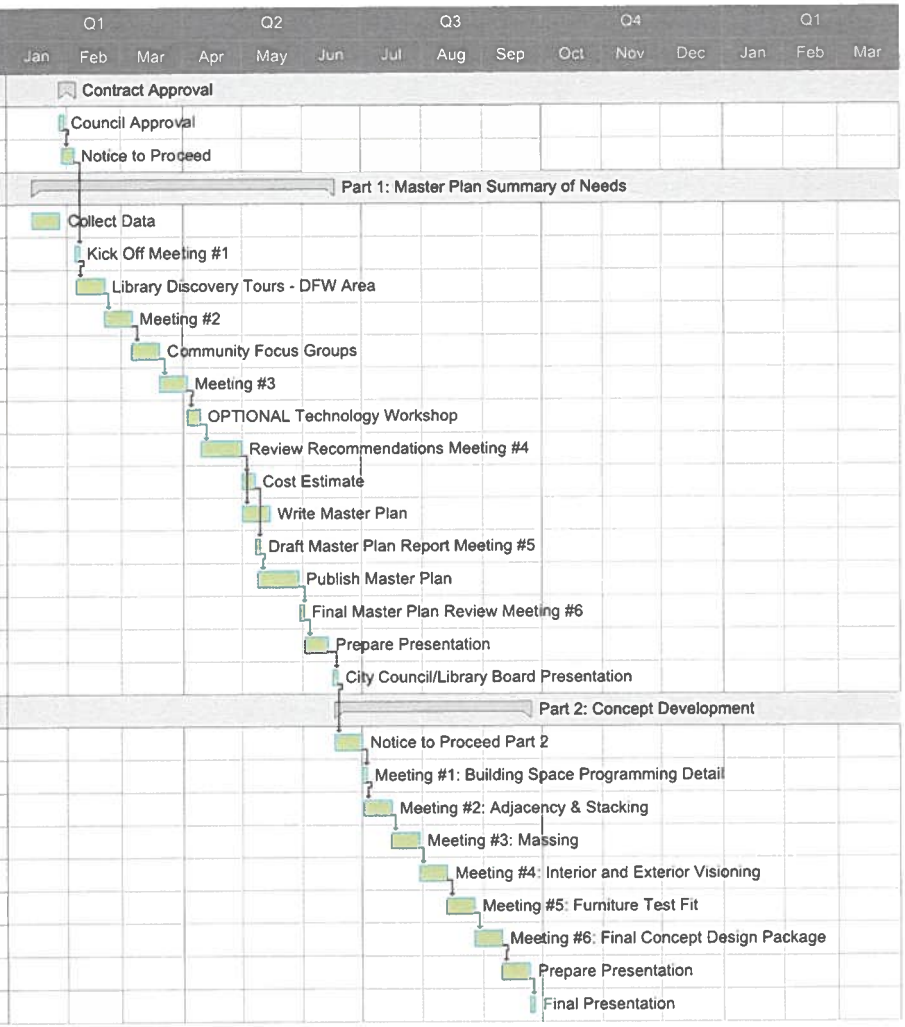


EXHIBIT D - Design Schedule

Exported on January 17, 2025 12:54:54 PM CST

Purchasing and Contract Management
Project Summary

RFQ 25-18355-MA A/E Services for Godeke Library Conceptual Design

Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from September 20 to October 21, 2024.
61 Firms reviewed the documents using Bonfire.com.
10 Firms were notified separately.
9 Firms submitted Statements of Qualifications

Information

Agenda Item

Resolution - Libraries: Consider a resolution authorizing the Mayor to execute Contract No. 18539, with Midwest Tape, LLC, for digital material lending services for Lubbock Public Libraries.

Item Summary

This purchase is made through Midwest Tape, LLC, which is a sole source for the Hoopla Digital Media Platform. The initial term is 12 months, with the option to renew for one additional 12-month increment. The Hoopla Platform will allow the library to provide users with 24/7 access to media content in multiple formats and on a variety of devices.

Fiscal Impact

The annual cost for the first year of service is $45,000 and is budgeted in the Library's FY 2024-25 Operating Budget. The second year renewal will be requested in the 2025-26 Library Operating Budget. The total cost of the Hoopla Digital Media Platform is $90,000.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Hannah Stewart, Director of Libraries

Attachments

Resolution
Contract

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, Sole Source Contract 18539/hoopla Digital Media Agreement, to provide Library users access to an expanded collection of digital content, by and between the City of Lubbock and Midwest Tape, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. 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

ccdocsII/RES.Sole Source – hoopla Digital Media Agreement
1.16.25

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement ("Agreement") is made as of this ____ day of _____, 20___ ("Effective Date") by and between the City of Lubbock, a Texas home rule municipal corporation (the "Library"), and Midwest Tape, LLC.

WHEREAS, Midwest Tape's hoopla Digital Media Platform ("hoopla," the "Platform," or the "hoopla Platform") allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user's library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users ("Patrons");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

1. **DEFINITIONS**. The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

   1.1 "Digital Media Platform" means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

   1.2 "Digital Titles" means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

   1.3 "Flex Borrow" or **"Flex Circulation"** means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user ("OCOU") license owned or controlled by the Library.

   1.4 "Flex License" means a one-copy/one user license ("OCOU License"), as set forth in the attached Appendix 2.

   1.5 "hoopla Application" means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

   1.6 "hoopla Website" means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 "Instant Borrow" or **"Instant Circulation"** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a "Binge Pass") pursuant to a pay-per-use ("PPU") license that is paid for by the Library.

1.8 "Instant License" means a pay-per-use license ("PPU License"), as set forth in the attached Appendix 2.

1.9 "Intellectual Property Rights" means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 "Library Administration Website" means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 "Library Online Catalog" means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 "Marks" means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 "Midwest Tape" means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 "Pre-Owned Content" has the meaning set forth in Appendix 2.

1.15 "Service Partners" means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 "Title Summary and Promotional Data" means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 "Vendor" means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library Rights & Obligations.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 **Network Connectivity.** The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 **Use of the Library Administration Website.** The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (*e.g.*, limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 **Library Online Catalog.** The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 **Primary Support.** The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 **No Warranties or Representations to Others.** The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 **Compliance with Applicable Laws and Regulations.** The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 **Costs and Expenses.** The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. Fees, Payments & Reporting.

3.1 **Invoicing and Payment.** Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any

period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 12 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors' Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or

internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its parents, subsidiaries, and Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the

disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:	*To Library:*
Midwest Tape, LLC:	Lubbock City Libraries
1417 Timberwolf Dr.	1306 9th Street
Holland, Ohio 43528	Lubbock, TX 79401-2798
info@midwesttapes.com	HStewart@mylubbock.us
1 (800) 875-2785	806-775-2848

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement (including the Addendum to this Agreement, attached as Exhibit A) constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has

relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

CITY OF LUBBOCK

By: _____

Print Name: Mark W. McBrayer

Print Title: Mayor

Date Signed: _____

ACCEPTED AND AGREED

MIDWEST TAPE, LLC

By: _____

Print Name: SUSHIL BASCA

Print Title: VICE PRES

Date Signed: 1/15/25

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM

_____

Rachael Foster, Assistant City Attorney

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An **Instant Title** is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via **PPU Circulations**, otherwise referred to as **Instant Borrows**, each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (*e.g.*, a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one **Instant License** to authorize that particular borrow. A **"Binge Pass"** is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A **Flex Title** is only available to one user at a time, via a digital **OCOU Circulation**, otherwise referred to as a **Flex Borrow**. If the Library has an available **Flex License** to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A **PPU-Circulation Fee** is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
(continued)	regardless of whether the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (**Pre-Owned Content**), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the

	Instant Borrows	Flex Borrows
		required certification, is set forth on Schedule 1 to Appendix 3.

Appendix 3

Procedure for Pre-Owned Content ("POC")

1. Library to provide inventory of POC.

Promptly on or after the Effective Date, Library shall provide to Midwest Tape a written inventory of Pre-Owned Content (if any) that the Library has obtained prior to the Effective Date or otherwise outside the scope of this Agreement.

2. Format of inventory and additional information regarding POC.

The written inventory shall be provided in table format as set forth in Part 1 of Schedule 1, or in another mutually agreeable format, and shall include the following information, for each license comprising Library's Pre-Owned Content:

(1) the title, format (eBook or Audiobook), author(s), street date, publisher, ISBN number;

(2) the date of purchase of the license, and the license type (*e.g.*, Perpetual license, Limited Borrows license, Limited Time Period license, Limited Borrows & Time Period license);

(3) the rights that Library has to that copy of the work, including the term and expiration date (if any) of the license and any other metering or other limitations on the term of the license (*e.g.*, borrow limit), including the amount of time and/or number of borrows already used, as well as number of borrows remaining available, for the license as of the date of transfer; and

(4) the name and contact information of the company or other entity from which Library obtained the license (or, if the Library owns the copyright in a work, a statement identifying Library's ownership of such work).

Library agrees to work in good faith to effectuate the assignment and transfer of Library's rights in such Pre-Owned Content to Midwest Tape, including, but not limited to notifying the owner and/or licensor of such Pre-Owned Content when the content is transferred. Upon request, Library also shall provide Midwest Tape with copies of any licenses, purchase orders, agreements, or any other documents reflecting Library's purchase or license of any Pre-Owned Content.

Warranty by Library regarding POC Rights: Library represents and warrants that it owns the rights and licenses in and to the Pre-Owned Content set forth in Schedule 1 to Appendix 3, and that unless specifically stated in the Schedule, Library is authorized to assign or otherwise transfer such Pre-Owned Content to Midwest Tape as provided for under the terms of this Agreement.

3. Assignment by Library of Rights in POC

As set forth on Schedule 1 to this Appendix 3, to the extent that Library has licensed any Pre-Owned Content, Library assigns and transfers its rights in or to such Pre-Owned Content to Midwest Tape for the purpose of allowing Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the hoopla Platform. Similarly, if and to the extent that Library owns the copyright to any content that may be made available to Patrons via the Digital Media Platform, Library hereby grants Midwest Tape a fully paid, royalty-free license to include such content in the Digital Media Platform and to make such content available via the Digital Media Platform without charge, and Library represents and warrants that such content does not infringe the copyright, trademark, or other rights of any third party. To the extent that Library cannot assign

4. Efforts to include POC on the hoopla Platform to the extent possible.

Upon receipt of the Library's inventory of Pre-Owned Content, Midwest Tape will work to assess the extent to which it can include some or all of the Pre-Owned Content via the Platform. Library acknowledges and agrees that: (i) Midwest Tape's ability to offer Pre-Owned Content on the Platform depends upon factors outside of Midwest Tape's control, including without limitation the scope and assignability of the Pre-Owned Content; and (ii) Midwest Tape does not represent or warrant that any or all Pre-Owned Content can or will be made available through the Platform. If Midwest Tape determines, in its sole discretion, that any Pre-Owned Content may be made available to Library's Patrons on the Platform, Midwest Tape will arrange to provide such Pre-Owned Content subject to the terms and conditions set forth in Library's existing licenses for such Pre-Owned Content or on such other terms and conditions that Midwest Tape may obtain from the owner of such Pre-Owned Content.

Pricing (USD)

Prices for Per Circulation Program: For each Digital Content Title (title) covered by the Per Circulation Program, Midwest shall charge the Library per "title" circulation, a price in accordance with the following hoopla *Per Circulation Pricing Grid*:

Per Circulation price list is as of December 2024 and may be subject to change.

hoopla Per Circulation Pricing	
Audiobooks	**$0.00 - $3.99**
Comics	**$0.00 - $3.99**
eBooks	**$0.00 - $3.99**
Movies	**$0.00 - $3.99**
Television	**$0.00 - $2.99**
Music Albums	**$0.00 – $1.99**

Exhibit A

ADDENDUM TO HOOPLA DIGITAL MEDIA AGREEMENT WITH MIDWEST TAPE, LLC

This Addendum to the above referenced Agreement is made and entered into by and between the City of Lubbock, A Texas home rule municipal corporation, and Midwest Tape, LLC.

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

(2) The Library 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 Library shall not be subject to any mediation or arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

(3) 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.

(4) No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Midwest Tape certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement.

(5) Midwest Tape verifies that: (1) it does not, and will not for the duration of the Agreement, 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 Midwest Tape is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Midwest Tape 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 Agreement against a firearm entity or firearm trade association.

(6) Midwest Tape represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Agreement. If Midwest Tape is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Midwest Tape verifies that, pursuant to Texas Government Code Chapter 2276, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement.

(7) Texas Public Information Act. The Agreement is public information. To the extent, if any, that any provision of the Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

(8) To the extent Subchapter J, Chapter 552, Government Code applies to the agreement, Midwest Tape 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.

(9) The Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. The Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under the Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas *exclusively*.

(10) The Agreement is entered solely by and between, and may be enforced only by and among the parties. The Agreement shall not be deemed to create any rights in or obligations to any third parties.

(11) The Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

(12) The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid.

(13) THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THE AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

In the event of any conflict between either the terms or provisions of this Addendum and the Agreement, this Addendum will control.

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, by and between the City of Lubbock, United Supermarkets, and The Lubbock Mayor's Fitness Council, to provide certain in-kind services in support of the United Supermarket Marathon, Half-Marathon, and 10K and 5K runs, to provide recreational activity and promote physical fitness awareness for the residents of Lubbock and the surrounding area, as well as participants from across the country.

Item Summary

The Lubbock Mayor's Fitness Council (LMFC) aims to build a healthier Lubbock community by showcasing local events, promoting healthy eating, and active living. The LMFC has established the United Supermarket Marathon as their signature event that promotes and unifies Lubbock's health and wellness organizations. The LMFC has previously held its marquee event, once known as the Mayor's Marathon, in 2018, 2019, 2021, and 2022. In 2022, 2023, and 2024 the event was re-branded as the United Supermarket's Marathon. For each of these events, United Supermarkets has been the title sponsor, and the City of Lubbock has provided immense support facilitated by the Emergency Management Department.

The Emergency Management Department is currently working with the Lubbock Mayor's Fitness Council (LMFC) to update the race route in order to impact fewer major roadways and reduce the number of officers required, thus reducing the overall resources provided by the City. LMFC will also be working to certify the route as a Boston Marathon qualifier.

As a condition of entering into a 3-year title sponsorship with United Supermarkets, all parties are agreeing to continue their commitments and responsibilities through this Memorandum of Understanding, effective for the 2025 event. The City will continue to work with LMFC to ensure a safe and successful event. The City will provide the necessary resources including; officers and collaboration with all necessary departments (Parks and Recreation, Lubbock Fire Rescue, Lubbock Police Department, Emergency Management, Streets, etc.). City staff salaries are allocated in the annual operating budget. Event expenses vary from year to year, pending the staff that provide the services.

Fiscal Impact

Fiscal impact to the City is included in the annual departmental operating budgets. The in-kind services provided for the October 2024 event were approximately $49,500. The proposed route for future years is anticipated to lower the cost of necessary staffing.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Joe Moudy, Director of Emergency Management

Attachments

Resolution
MOU

RESOLUTION

WHEREAS, the City of Lubbock, the Lubbock Mayor's Fitness Council, and United Supermarkets (the "Parties") have organized and supported an event, namely the Lubbock Mayor's Marathon, Half, 5K and 10K (collectively, the "Event") to provide a recreational activity and further to promote physical fitness awareness for the residents of Lubbock and the surrounding area; and

WHEREAS, each of the Parties has assumed certain responsibilities in connection with the Event as set forth in a certain "Memorandum of Understanding" attached hereto as Exhibit "A", and further desires to continue to undertake said activities for a term expressed therein; and

WHEREAS, the City Council of the City of Lubbock, in the interest of the health, safety, and welfare of the residents of the City of Lubbock and the Event participants, and in enthusiastic support of the Event, desires to provide certain resources from City departments to include Lubbock Fire Rescue, Lubbock Police, Parks and Recreation, Emergency Management, and other City resources in support of the Event.

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

THAT the Mayor of the City of Lubbock is authorized and directed to execute the attached Memorandum of Understanding by and between the City of Lubbock, the Lubbock Mayor's Fitness Council, and United Supermarkets, pursuant to which the City of Lubbock would provide certain in-kind services in support of the Lubbock Mayor's Marathon, Half, 5K, and 10K, as set forth therein, as well as any other necessary documents in furtherance of the Event.

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:

Rachael Foster, Assistant City Attorney

EXHIBIT
tabbies
A

Memorandum of Understanding
January 28, 2025

Parties to the understanding

Event Organizer: Lubbock Mayor's Fitness Council

Title Sponsor: United Supermarkets

Event Co-Organizer: City of Lubbock

Period of understanding: January 28, 2025 — October 31, 2027

Event: United Supermarket's Marathon, Half, 10K & 5K

Background:

The Lubbock Mayor's Fitness Council (LMFC) — a registered 501(c)(3) has previously held its marquee event in 2018, 2019, 2021, 2022, 2023 & 2024. For each of those six years United Supermarkets has been the title sponsor and the City of Lubbock has provided immense support facilitated through the Emergency Management department. As a condition to entering in to a three-year title sponsorship with United Supermarkets effective for the 2025 event, all parties are agreeing to continue the commitments and responsibilities.

Lubbock Mayor's Fitness Council:

As the organizer, LMFC is responsible for the execution of the event. At least one delegated member of the organization will serve as the primary contact to the City of Lubbock and attend all meetings.

LMFC will have the United Supermarkets Marathon registered as a certified Boston Marathon qualifying marathon for the (3) events during this MOU.

LMFC will provide the City of Lubbock with event registration information such as total number of registrants and registrant location such as City, State, or Country both prior to the event and during the event. During the event, LMFC will ensure that the City of Lubbock has visibility on the number of participants, bib numbers, and the most recent timing information on each participant to allow for accountability and tracking of participants throughout the duration of the event.

United Supermarkets:

Committing to providing the resources and support as listed in the title sponsorship agreement.

City of Lubbock:

Committing to continue working with LMFC to ensure a safe and successful event. Agrees to provide the necessary resources including: officers, collaboration with all involved departments (Parks & Rec., Fire, Police, Public Works, Emergency Management, etc.).

PROVISIONS:

FORCE MAJEURE

Any delays in or failure of performance of either party shall not constitute default or give rise to any claim for damages if and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, bovco picketing, labor disturbances or differences with workers, acts of the public enemy, war, rebellion, riots, acts of the government (federal, state, or municipal), or any cause whatsoever beyond the control of the party in default, but performance hereunder may be resumed with all dispatch as soon as the cause preventing performance has been removed.

NO INDEMNIFICATION

To the extent permitted by law, the parties agree not to claim against each other for losses arising from or in connection with this MOU, including claims arising from subcontractors hired as staff for the premises. Each party to this MOU shall be responsible for the acts or failure to act of its own employees or agents, provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas and the Texas Tort Claims Act. The only remedies available for unresolved conflicts between the parties to this MOU shall be those informal means as identified in CONFLICT RESOLUTION.

NO JOINT ENTERPRISE

This MOU is not intended to, and shall not be construed to create, any joint enterprise between the parties.

PRESERVATION OF IMMUNITY

No provision of this MOU is in any way intended to constitute a waiver by any party of any immunities from suit or liability that any party may have by operation of law.

CONFLICT RESOLUTION

In the event that any dispute relating to this MOU cannot be resolved by settlement between the parties, the parties shall attempt to resolve all disputes through informal means. This may include mediation, arbitration, or any other procedures upon which the parties agree.

ENTIRETY OF UNDERSTANDING

This MOU contains the final and entire understanding between the parties, and all future projects or agreements shall be in a separate writing based upon mutual agreement of the parties, and neither the parties nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, either oral or written, not herein contained.

[END OF PROVISIONS]

Authorizing signatures

LMFC: Marti Greer Date: 1/22/25

United Supermarkets: [signature] Date: 1/17/2025

City of Lubbock: _____ Date: _____

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the City of Lubbock to work in conjunction with Civic Lubbock, Inc., and other community partners, to host a Community 4th of July Celebration to include a parade, evening concert, and fireworks show, and reallocating Cultural Arts Grant No. 2406-007 in the amount of $40,500 to Civic Lubbock, Inc.

Item Summary

On Monday, January 6, 2025, Broadway Festivals Inc., announced the organization will no longer host the 4th on Broadway Celebration. Numerous not-for-profit organizations, businesses, and citizens contacted the City offering to assist with continuing the 4th of July celebration. 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. Lubbock City Council is responsible for appointing the CLI Board of Directors.

The CLI Board of Directors voted on Tuesday, January 21, 2025, to act as the fiscal agent allowing multiple sponsoring organizations and non-profits to come together to host a community 4th of July event. The scaled-down event in 2025 will include a parade in the morning with an evening concert and fireworks show.

During the Regular City Council meeting on July 23, 2024, the Lubbock City Council approved the 2024 Cultural Arts Grant No. 2406-007 in the amount of $40,500 to Broadway Festivals Inc., for the 2025 Annual 4th on Broadway Celebration. The resolution for consideration will reallocate the $40,500 grant to CLI for the purpose of the 4th of July event.

The City of Lubbock has provided City services for the 4th on Broadway Celebration for the past 34 years. Public safety is of the upmost importance. Numerous City departments assist with providing a safe and secure venue for the citizens. The Fire Marshall's Office, Lubbock Fire Rescue, Lubbock Police Department, Emergency Management, Water, Streets, Parks & Recreation, Civic Center, Codes, Solid Waste, Marketing and Community Engagement, and other departments, as needed, will contribute to the overall success of the event.

Fiscal Impact

Funding for City Staff working the 4th of July event is budgeted within existing annual operating budgets, and was planned for July 2025.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution

RESOLUTION

WHEREAS, on January 6, 2025, Broadway Festivals Inc. ("BFI") announced that they would no longer be able to hold the 4th on Broadway celebration, a free July 4th festival that BFI hosted for 34 years that attracted upwards of 100,000 people each year and that eventually became one of the largest free festivals in Texas; and

WHEREAS, numerous not-for-profit organizations, businesses and citizens contacted the City of Lubbock offering to assist with continuing the July 4th celebration; and

WHEREAS, the Board of Directors for Civic Lubbock Inc. ("CLI"), a 501(c)(3) nonprofit corporation established in 1956, whose mission, in part, is to foster and promote cultural, educational, and entertainment activities, including visual and performing arts, for the citizens of Lubbock and the surrounding communities, voted on January 21, 2025 to act as the fiscal agent for organizations and non-profits desiring to sponsor, support and host a community 4th of July event; and

WHEREAS, the City of Lubbock and CLI are parties to a license agreement in support of CLI's mission encouragement, advancement, improvement, and application of the arts and entertainment activities and the promotion of tourism in the Lubbock community; and

WHEREAS, on July 23, 2024, the City Council of the City of Lubbock approved the 2024 Cultural Arts Grant No. 2406-007 granting $40,500 to BFI for the 2025 Annual 4th on Broadway Celebration, which, as mentioned above, BFI will no longer be able to hold; and

WHEREAS, since its inception, the City of Lubbock has supported the 4th on Broadway Festival recognizing its importance as a community wide celebration of this nations founding through financial grants and through the provision of City services from the Lubbock Police Department, City of Lubbock Fire and Rescue, the Fire Marshal's Office, Emergency Management, and the Water, Streets, Parks & Recreation, Civic Center, Codes, Solid Waste, Marketing and Community Engagement departments; and

WHEREAS, the City Council finds that having a community 4th of July celebration is a worthwhile endeavor and a benefit to the public at large and providing financial support and providing the City services as mentioned above is a benefit to the health and safety of the public; **NOW THEREFORE,**

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The City Manager is hereby authorized to work with community partners to facilitate a Community 4th of July Celebration to include a parade, evening concert and fireworks show with Civic Lubbock, Inc. serving as the fiscal agent for such event.

3. The 2024 Cultural Arts Grant No. 2406-007 previously granting $40,500 to BFI is hereby amended to reallocate the $40,500 to Civic Lubbock, Inc. for the purpose of holding a Community 4th of July Celebration.

4. The City Manager or his designee is hereby authorized to approve any necessary ancillary documents or agreements to effectuate the purposes expressed and approved in this resolution.

5. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocs II/RES 2025 July 4th Celebration – CLI
February 28, 2025

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2025-O0010, for Zone Case 828-A, a request of Brady & Hamilton, LLP for Jarvis Metals Recycling, Inc., for a zone change from General Industrial District (GI) and Light Industrial District (LI), to General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard, at 7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 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 828-A
Staff Report 828-A
Documentation 828-A

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. 828-A; A ZONING CHANGE FROM GI AND LI TO GI SPECIFIC USE FOR A JUNKYARD, SALVAGE YARD, AND WRECKING YARD, AT 7825 OLIVE AVENUE, AND 4125 AND 4127 EAST SLATON ROAD, LOCATED NORTH OF EAST SLATON ROAD AND EAST OF OLIVE AVENUE, LOOP INDUSTRIAL ADDITION, LOTS 1-A, 1-B, AND 1-C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 828-A

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 **GI and LI** to **GI Specific Use** for **a junkyard, salvage yard, and wrecking yard** zoning district at **7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **GI and LI** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-O0054 on the property described as **7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/Zones/ZC828-A
December 5, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 828-A
City Council Meeting	January 14, 2025

Applicant Brady & Hamilton, LLP

Property Owner Jarivs Metals Recycling, Inc.

Council District 2

Prior Board or Council Action

- September 10, 1958, Ordinance No. 2544: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- August 27, 1959, Zone Case 776, Ordinance No. 2884: A portion of the subject property was rezoned from R-1 to Light Manufacturing District (M-1).
- March 10, 1960, Zone Case 828, Ordinance No. 3060: A portion of the subject property was rezoned from R-1 to Heavy Manufacturing District (M-2).
- September 8, 1988, Zone Case 2620, Ordinance No. 9222: A portion of the subject property was rezoned from M-1 to Heavy Manufacturing District (M-2).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from M-1 and M-2, to Light Industrial District (LI) and General Industrial District (GI), with the adoption of the Unified Development Code (UDC).
- December 5, 2024, Zone Case 828-A: The Planning and Zoning Commission recommended approval of a request for zone change from LI and GI to GI Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property was originally platted on January 19, 1960 as Loop Industrial Addition Lot 1. It was later replatted on May 8, 2007 as Loop Industrial Addition Lots 1-A, 1-B and 1-C. There are various structures on the subject property, which were constructed between 1960 and 1988.

Adjacent Property Development

The surrounding properties are zoned LI to the south and GI to the west. Property to the east and north is outside city limits. The surrounding areas are developed with industrial uses.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C. The applicant is requesting a zone change from General Industrial District (GI) and Light Industrial District (LI), to General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard.

Current zoning: **General Industrial District (GI) and Light Industrial District (LI)**

Requested zoning: **General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard**

Intent Statements
The intent of the existing and proposed General Industrial District (GI), is to "provide for more intensive industrial uses (non-retail) that are ideally located away from residential areas and that may include manufacturing of raw materials, fabrication, assembly, and warehousing with both indoor and outdoor storage, and may have heavy truck and/or rail traffic."

The intent of the existing Light Industrial District (LI), is to "provide for industrial uses (non-retail) that are less intensive than what can be accommodated into General Industrial and that may include office, warehousing, distribution, and light assembly of parts, materials, and equipment, with operations conducted primarily indoors without the creation of smoke, gas, odor, dust, soot, or other noxious elements."

The intent of the proposed Specific Use designation is to "ensure that a use that is generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use"

Traffic Network/Infrastructure Impacts
The location is along Olive Avenue, and Southeast Drive, which are designated as Minor Arterials, and East Slaton Road 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 and specific use are compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Industrial land uses. This request conforms to this designation, and would be appropriate considering the existing adjacent zoning districts and land uses. Therefore, this request is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change and specific use are in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the specific use and the uses allowed within the GI District.

Conclusion
Staff has no objection to the request.

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 828-A

Allowable Uses: General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard

Transportation: The proposed development has points of access from Olive Avenue, Southeast Drive, and East Slaton Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Olive Avenue, Minor Arterial, Partial	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 66 feet, 5 lane, undivided, paved.
Southeast Drive, Minor Arterial, Partial	R.O.W. 50 feet, 2 lane, divided, paved.	R.O.W. 66 feet, 5 lane, undivided, paved.
East Slaton Road, Minor Arterial, Partial	R.O.W. 110 feet, 4 lane, divided, paved.	R.O.W. 110 feet, 5 lane, divided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 2

3.1 **Zone Case 828-A:** Brady & Hamilton, LLP for Jarvis Metals Recycling, Inc., request for a zone change from General Industrial District (GI) and Light Industrial District (LI) to General Industrial District (GI) with a Specific Use for a Junkyard, Salvage Yard, and Wrecking Yard, at:

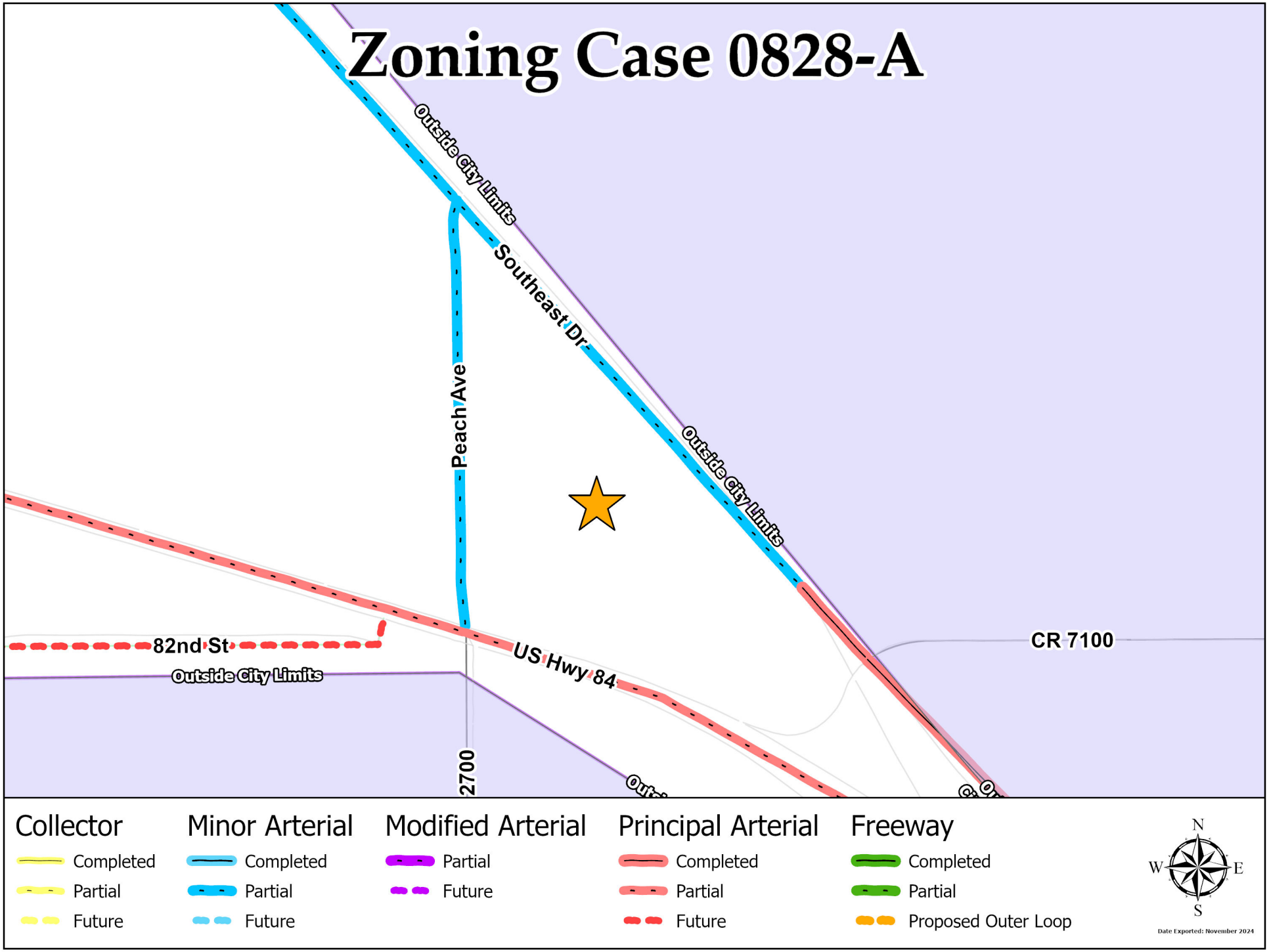
- 7825 Olive Avenue, and 4125 and 4127 East Slaton Road, located north of East Slaton Road and east of Olive Avenue, Loop Industrial Addition, Lots 1-A, 1-B, and 1-C.

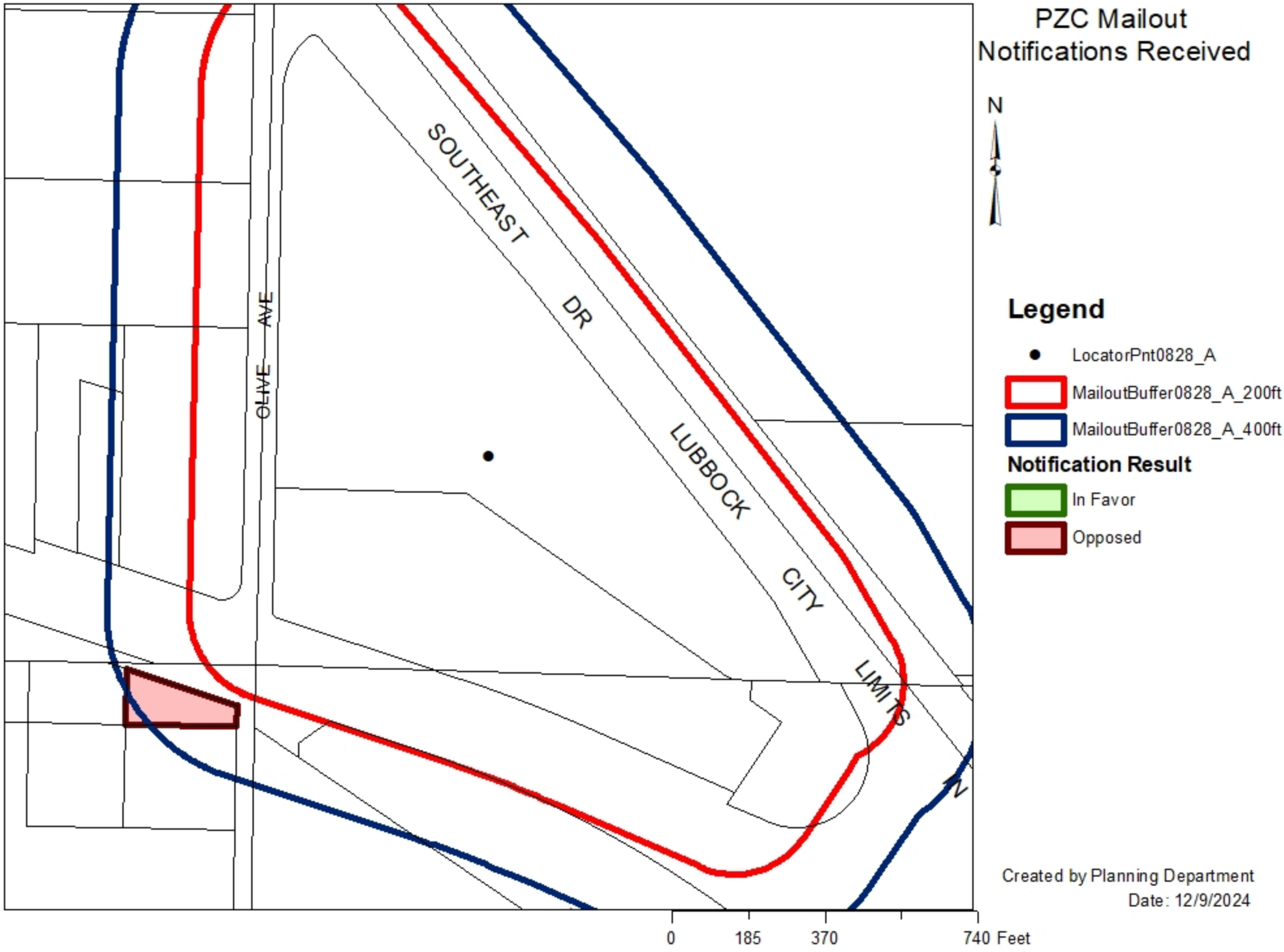
PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT DAVID BAYOUTH, 7825 Olive Avenue, gave comments about the request and answered questions from the Commission.

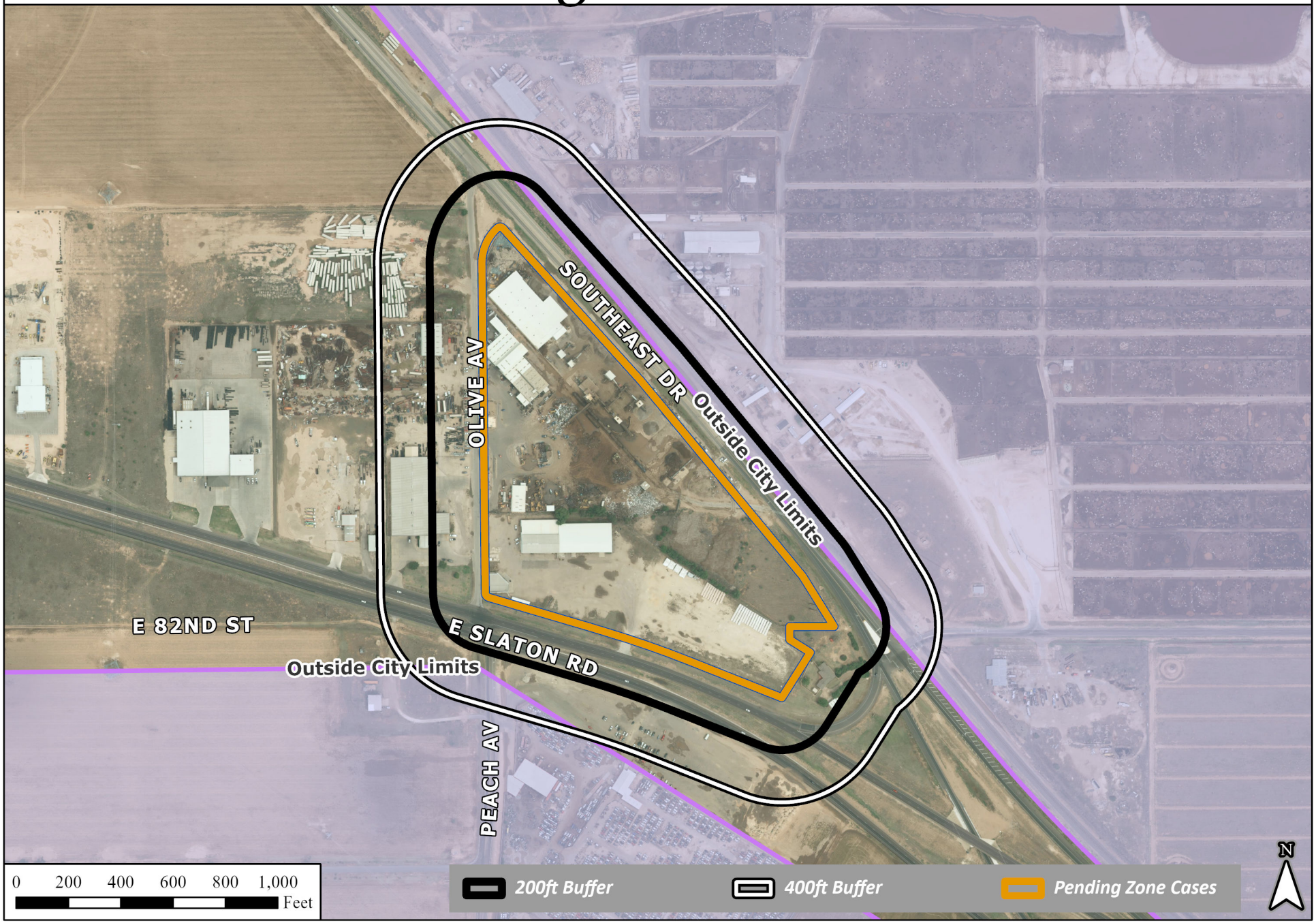
No one appeared to speak in favor or in opposition.

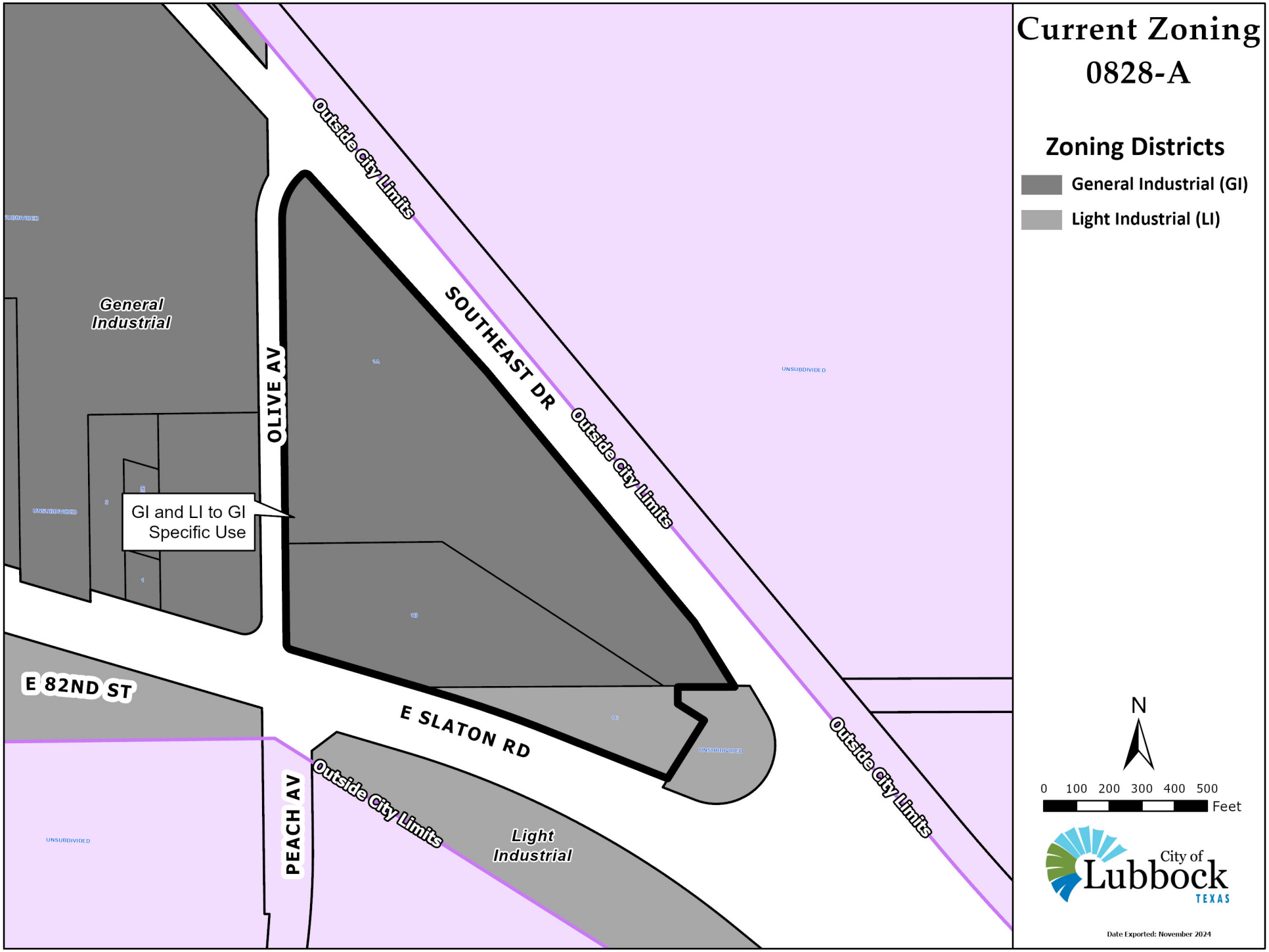
In the matter of **Zone Case 828-A**, a motion was made by **TANNER NOBLE** and seconded by **ROBERT WOOD** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

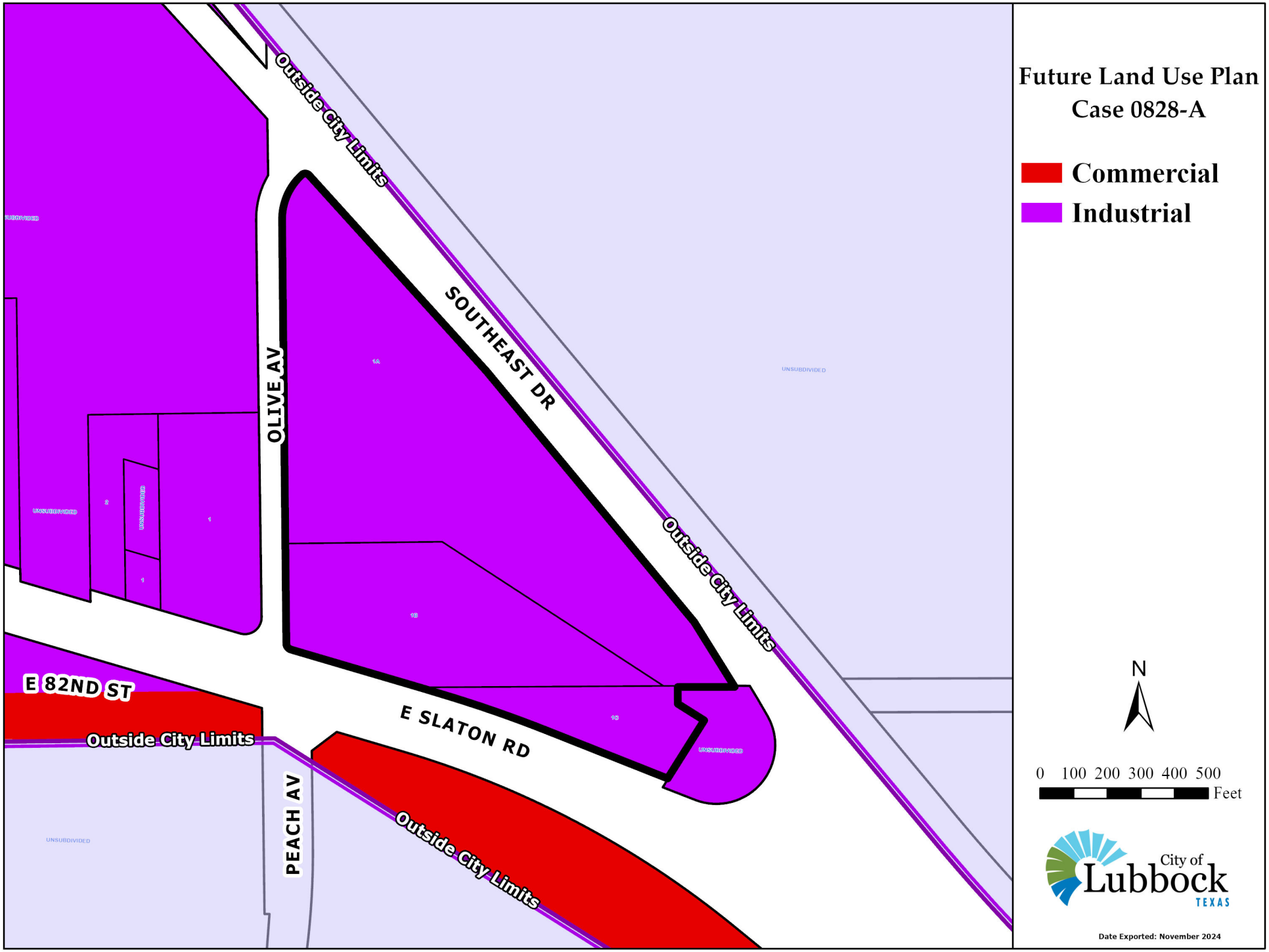

Zoning Case 0828-A
Outside City Limits
Southeast Dr
Peach Ave
Outside City Limits
82nd St
Outside City Limits
US Hwy 84
CR 7100
2700
Collector
Completed
Partial
Future
Minor Arterial
Completed
Partial
Future
Modified Arterial
Partial
Future
Principal Arterial
Completed
Partial
Future
Freeway
Completed
Partial
Proposed Outer Loop
N
W
E
S
Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt0828_A
MailoutBuffer0828_A_200ft
MailoutBuffer0828_A_400ft
Notification Result
In Favor
Opposed
SOUTHEAST
DR
OLIVE
AVE
LUBBOCK
CITY
LIMITS
N
Created by Planning Department
Date: 12/9/2024
0
185
370
740 Feet

Zoning Case 0828-A




Current Zoning
0828-A
Zoning Districts
General Industrial (GI)
Light Industrial (LI)
General Industrial
OLIVE AV
SOUTHEAST DR
Outside City Limits
Outside City Limits
Outside City Limits
GI and LI to GI
Specific Use
E 82ND ST
E SLATON RD
PEACH AV
Outside City Limits
Light Industrial
UNSUBDIVIDED
N
0 100 200 300 400 500
Feet
City of Lubbock TEXAS
Date Exported: November 2024


Future Land Use Plan
Case 0828-A
Commercial
Industrial
Outside City Limits
OLIVE AV
SOUTHEAST DR
Outside City Limits
E 82ND ST
Outside City Limits
E SLATON RD
PEACH AV
Outside City Limits
UNSUBDIVIDED
N
0 100 200 300 400 500
Feet
City of
Lubbock
TEXAS
Date Exported: November 2024

828-A



View north. Subject property.



View south.



View east.



View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4125 E. Slaton Rd. (Corner of E. Slaton Rd. & Olive Ave.)

Lots/Tracts: Lot 1-A (R83516), Lot 1-B (R57921), Lot 1-C (R309420)

Survey & Abstract: Lots 1-A, 1-B and 1-C, a replat of Lot 1, Loop Industrial Addition, Clerk File No. 2007018338

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 28.418 acres +/-

Existing Land Use: Comm Warehouse Ind Non-Mfg Vacant Land Existing Zoning: Gen. Industrial (GI) / Light Ind. (LI)

Requested Zoning: General Industrial (GI) - Specific Use for "Junkyard, Salvage Yard, Wrecking Yard"

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Brady & Hamilton, LLP

Name: Zach Brady & Chris Nichols

Address: 1602 13th St. City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-771-1850 Email: chris@bhlawgroup.com

Applicant's Signature:

Date: 10-28-2024 Printed Name: Zach Brady - Partner

Owner Information

Firm Name:

Owner: Jarvis Metals Recycling, Inc.

Address: 7825 Olive Ave. City: Lubbock State: TX

ZIP Code: 79404 Telephone: 806-744-7091 Email: davidb@jarvismetals.com

Property Owner's Signature:

Date: 10-28-2024 Printed Name: David Bayouth, President

Preparer Information

Preparer's Signature:

Date: 10-28-2024 Printed Name: Chris Nichols

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

SITE MAP

JARVIS METALS RECYCLING

SPECIFIC USE PERMIT (28.418 Acres +/-) and PROPOSED SALVAGE YARD PROJECT (13.0 acres +/-)

MAP LEGEND

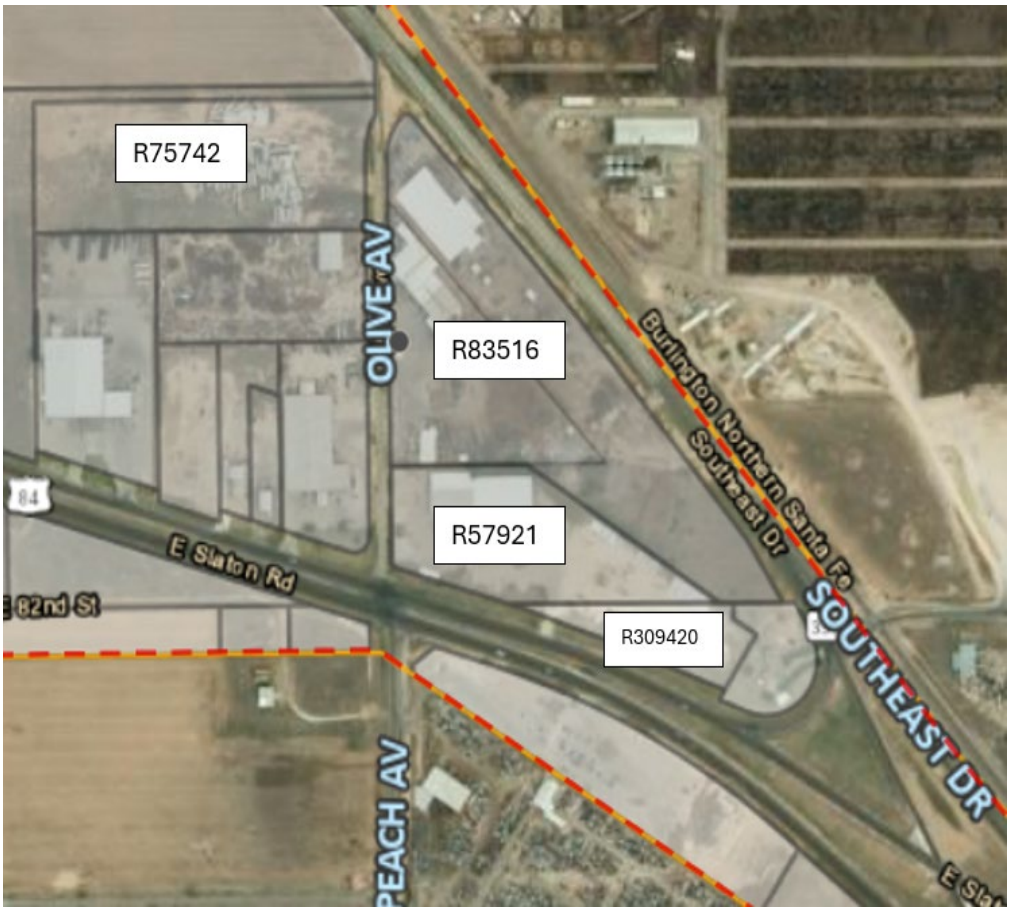
- Labels
- All Parcels Boundary (2)
- 50 Foot Buffer (2)
- PROPOSED SALVAGE PROJECT
- Screening / Fence 1
- Existing Office Bldg.



Parcel Information

JARVIS METALS RECYCLING

SPECIFIC USE PERMIT (28.418 Acres +/-)
PROPOSED SALVAGE YARD PROJECT (13.0 acres +/-)



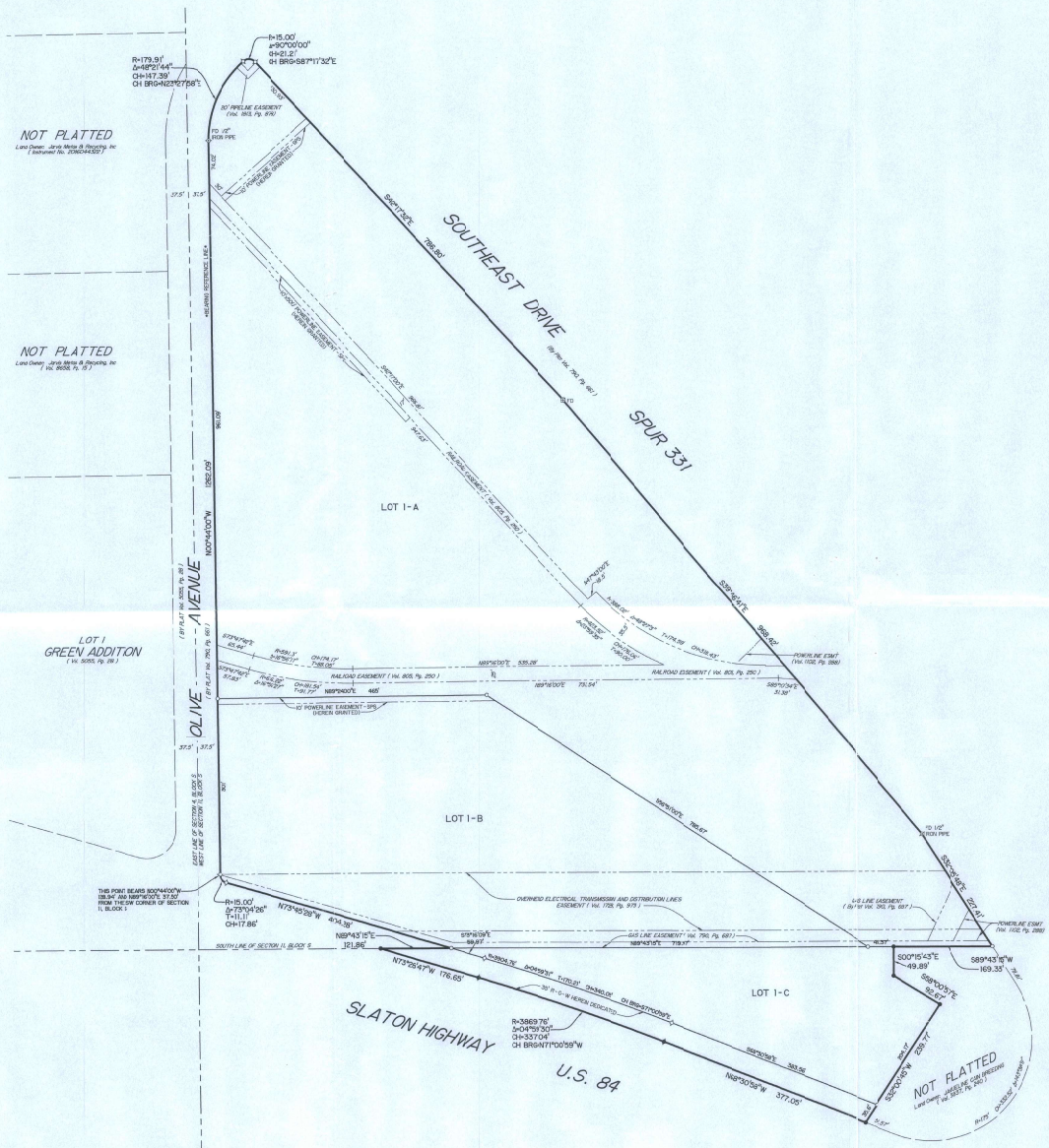
LCAD ID:	R83516	R57921	R309420
Current Land Use:	Commercial Warehouse	Industrial Non-Manufacturing	Vacant Land Subdivided
Current UDC Zoning:	General Industrial	General Industrial	Light Industrial
Legal Description:	LOOP INDUSTRIAL L 1A	LOOP INDUSTRIAL L 1B	LOOP INDUSTRIAL L 1C
Subdivision:	LOOP INDUSTRIAL	LOOP INDUSTRIAL	LOOP INDUSTRIAL
Area:	781,468.95 sq ft	318,273.73 sq ft	109,242.73 sq ft
	17.93 acres	7.31 acres	2.51 acres
# Parking Spaces:	20	20	
Land Value:	$156,193.00	$63,654.00	$43,737.00
Improved Value:	$843,807.00	$1,486,346.00	$0.00
Total Value:	$1,000,000.00	$1,552,252.00	$43,737.00

JARVIS METALS PROPOSED PROJECT SITE: AERIAL VIEW #2



JARVIS METALS PROPOSED PROJECT SITE: AERIAL VIEW #1




NOT PLATTED
Land Owner: Jerry Mertz & Recycling, Inc
(Instrument No. 2006044557)
NOT PLATTED
Land Owner: Jerry Mertz & Recycling, Inc
(Vol. 8658, Pg. 19)
LOT 1 GREEN ADDITION
(Vol. 5055, Pg. 89)
OLIVE AVENUE
SOUTHEAST DRIVE
SPUR 331
LOT 1-A
LOT 1-B
LOT 1-C
SLATON HIGHWAY
U.S. 84
NOT PLATTED
Land Owner: JAMES W. COX PROPERTIES
(Vol. 3837, Pg. 240)
R=15.00'
Δ=90°00'00"
CH=21.2'
CH BRG-S87°11'32"E
R=179.91'
Δ=48°21'44"
CH=147.39'
CH BRG-N23°27'58"E
30' PIPELINE EASEMENT (Vol. 8K8, Pg. 874)
FD. 1/2" IRON PIPE
10' POWERLINE EASEMENT - SPS (HEREIN GRANTED)
CURVE POWERLINE EASEMENT - SPS (HEREIN GRANTED)
HEARD RESERVES, UNIT 4
RAILROAD EASEMENT (Vol. 805, Pg. 250)
POWERLINE ESMT (Vol. 1132, Pg. 288)
OVERHEAD ELECTRICAL TRANSMISSION AND DISTRIBUTION LINES EASEMENT (Vol. 1726, Pg. 979)
GAS LINE EASEMENT (Vol. 790, Pg. 687)
U-S LINE EASEMENT (Bk Vol. 943, Pg. 687)
R=15.00'
Δ=73°04'26"
T=11.01'
CH=17.86'
N73°45'29"W 40'14.38'
N89°43'15"E 181.86'
S89°43'15"W 169.35'
S00°15'43"E 49.89'
S89°00'07"E 92.67'
N73°25'47"W 176.65'
R=3869.76'
Δ=04°59'30"
CH=337.04'
CH BRG-N71°00'59"W
30' R-O-W HEREIN DEDICATED
S20°04'46"W 359.17'
N68°50'58"W 377.05'
THIS POINT BEARS S00°44'00"W 139.94' AND N89°56'30"E 37.50' FROM THE SW CORNER OF SECTION 11, BLOCK S
EAST LINE OF SECTION 4, BLOCK S WEST LINE SECTION 11, BLOCK S
N00°44'00"W 2652.09'
S30°26'41"E 2274.41'
S89°56'30"W 2639.52'
S30°26'41"E 968.62'
N89°56'00"E 535.28'
N89°56'00"E 731.54'
S89°15'34"E 31.39'
N89°44'00"E 465'
N89°43'00"E 719.17'
N89°43'00"E 785.67'
S89°43'15"W 46.37'
S89°43'15"W 46.37'
S89°43'15"W 46.37

October 28, 2024

Via email submission:
ksager@mylubbock.us

Ms. Kristen Sager
Director of Planning
City of Lubbock

RE: Pre-Development Meeting Application, and
Application for Rezoning / Specific Use – Jarvis Metals Recycling, Inc.

Dear Ms. Sager,

We have the pleasure of representing Jarvis Metals Recycling, Inc., and we submit the enclosed applications and supplemental materials to you for your consideration and review.

1. Pre-Development Meeting Application
    a. Preliminary Site Plan
    b. Parcel Information (Map, Characteristics, Zoning)
    c. Replat of Lot 1 into Lots 1-A, 1-B and 1-C – Approved March 1, 2007
2. Application for Zoning Change

As stated in the Project Summary distributed during our initial feasibility meeting on Oct. 11, 2024, Jarvis Metals Recycling has operated in the City of Lubbock since 1988. It is the largest facility in the area that recycles and repurposes metals and other suitable materials and is a vital part of the Lubbock economy. Jarvis currently employs 54 employees and paid $242,500.00 in ad valorem taxes last year to the City of Lubbock and Lubbock County.

Jarvis Metals Recycling wants to develop a new self-service auto parts facility and wrecking / salvage yard near its existing facility at 7825 Olive Ave. (Parcel ID R83516) The proposed site consists of approximately 13.0 acres as depicted in the enclosed Site Map. A self-service auto salvage yard is the highest and best use for the proposed site because it is compatible with Jarvis' existing facility and metal recycling operations and offers an opportunity to expand upon its already successful operations. Adding a self-service auto part and salvage yard component represents a natural evolution of Jarvis' existing business because a higher percentage of salvage vehicle parts could be utilized before their components are separated and process through Jarvis' existing facility as scrap.

Under the new UDC, the area under consideration is zoned General Industrial which has permitted, limited and specific uses. The UDC classifies Jarvis' intended use for a self-service auto parts and salvage yard as an Industrial and Manufacturing use, specifically "Junkyard, Salvage Yard, and Wrecking Yard" which requires a specific use permit under the City's code. *See City of Lubbock UDC, Table 39.02.006.g-1.* Furthermore, the proposed project is consistent with the City's defined purpose for the General Industrial district which is described as follows:

Subsection 39.02.006.g General Industrial (GI)

a. **Purpose.** The purpose of this zoning district is to provide for more intensive industrial uses (non-retail) that are ideally located away from residential areas and that may include manufacturing of raw materials, fabrication, assembly, and warehousing with both indoor and outdoor storage, and may have heavy truck and/or rail traffic. Figure 39.02.006.g-1, *GI Examples*, provides a visual example of this district.

Neighboring land uses include the Wrench-a-Part facility across from E. Slaton Hwy., which is located just outside of the city limits, not subject to the City's zoning regulations, and contributes no economic value to the City's tax base or revenue. There are no residential uses adjacent to the proposed site or Jarvis' existing facility.

To the extent possible, Jarvis will use existing improvements on the proposed site for its offices and operations. *See "Existing Office Building" on Site Map.* Screening is also already in place along certain boundaries of the proposed site, but will be enhanced to the extent required to satisfy the city's screening requirements. The proposed project site also satisfies all city lot density and dimension standards for developments in the General Industrial (GI) District because of its distance away from any nearby residential development. *See City of Lubbock UDC, Table 39.02.006.g-1.*

c. **Lot Density and Dimensions.** All developments in the GI district shall be in accordance with Table 39.02.006.g, GI *Lot Intensity and Dimensions*. Maximum building heights and minimum setbacks are for principal structures.

Table 39.02.006.g-2
GI Lot Intensity and Dimensions

Standards	
Minimum Lot Area (acres)	3
Minimum Lot Width (feet)	200
Maximum Building Height (feet)	140
Minimum Front Setback (feet)	50
Minimum Side Setback (feet) (Adjacent to Residential Use / Adjacent to Nonresidential Use or Mixed-Use)	150 / 50
Minimum Side Street Setback (feet)	50
Minimum Rear Setback (feet) (Adjacent to Residential Use / Adjacent to Nonresidential Use or Mixed-Use)	150 / 50
Minimum Landscape Surface Ratio (% of site)	10

In closing, Jarvis Metals Recycling is eager to expand its operational footprint adjacent to its existing recycling site. The characteristics of the proposed site are harmonious with the existing use and would represent a natural extension of the highest and best use of the

property. Accordingly, we ask the City Planning Department and Staff to support this endeavor with a positive recommendation to the City Planning Commission and City Council when appropriate.

Cordially,



Chris Nichols, Senior Counsel

CC: Jarvis Metals Recycling
David Bayouth, President

Enclosure(s): As stated

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.:** ***0828-A***

In Favor ____

Opposed ✓

Reasons and/or Comments:

These zone changes listing these specific uses will be A Detriment to property values. This will also cause issues with air pollution and heavy traffic and these issues will cause the public to find other places to do business.

Print Name Phillip C. Brewer

Signature: [signature]

Address: 12109 Hwy 87, Lubbock, TX 79423

Address of Property Owned: ~~10501 Hwy~~ 9508 Peach Ave. Lubbock, TX 79404

Phone Number: 806-787-5986

Email: admin@wecanstreetllc.com

Zone Case Number: **0828-A** R338485 Recipient 15 of 25

SEVEN B DEVELOPMENT LLC
12109 HWY 87
LUBBOCK TX 79423

RECEIVED
DEC 09 2024
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2025-O0011, for Zone Case 2882-B, a request of David Mobley for SLDEV, LLC, for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at 7611 82nd Street, located south of 82nd Street and west of Xenia Avenue, Cambridge Commercial Park Addition, Tract A-2.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 2024, and recommended approval of the request by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2882-B
Staff Report 2882-B
Documentation 2882-B

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. 2882-B; A ZONING CHANGE FROM HC TO HC SPECIFIC USE FOR A SMOKE SHOP, AT 7611 82ND STREET, LOCATED SOUTH OF 82ND STREET AND WEST OF XENIA AVENUE, CAMBRIDGE COMMERCIAL PARK ADDITION, TRACT A-2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 2882-B

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 **HC** to **HC Specific Use** for **a smoke shop** zoning district at **7611 82nd Street, located south of 82nd Street and west of Xenia Avenue, Cambridge Commercial Park Addition, Tract A-2,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as

amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **HC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-O0054 on the property described as **7611 82nd Street, located south of 82nd Street and west of Xenia Avenue, Cambridge Commercial Park Addition, Tract A-2**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/Zones/ZC2882-B
December 5, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 2882-B
City Council Meeting	January 14, 2025

Applicant David Mobley

Property Owner SLDEV, LLC

Council District 5

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: The subject property was annexed into city limits and zoned Transition District (T).
- June 8, 2000, Zone Case 2882, Ordinance No. 2000-O0029: The property was rezoned from T to Interstate Highway Commercial District (IHC).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from IHC to Heavy Commercial District (HC) with the adoption of the Unified Development Code.
- December 5, 2024, Zone Case 2882-B: The Planning and Zoning Commission recommended approval of a zone change from HC to HC Specific Use for a Smoke Shop by a vote of 7-1-0.

Notification Summary

- Notifications Sent: 23
- Received In Favor: 1
- Received In Opposition: 4

Site Conditions and History

The subject property was platted as Cambridge Commercial Park Addition, Tract A-2, on November 5, 2015. There is an existing retail shopping center occupying the properties, which was constructed on the property in 2021.

Adjacent Property Development

The property is surrounded by Heavy Commercial District (HC) zoning. Properties to the north and south are undeveloped and unplatted. The property to the west is developed with an automotive shop and the property to the east has been subdivided, but is undeveloped.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7611 82nd, located west of Xenia Avenue and south of 82nd Street. The applicant requests a Specific Use for a smoke shop on property zoned Heavy Commercial District (HC).

Current zoning: **Heavy Commercial (HC)**

Requested specific use: **Heavy Commercial (HC) Specific Use for a smoke shop**

Intent Statements

The intent of the current Heavy Commercial (HC) District zoning 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. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

The purpose of a Specific Use approval is, "to ensure that a use that is generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use as denoted in this Section [39.02.019]."

Traffic Network/Infrastructure Impacts
The property is located south of 82nd Street, which is designated as a Principal Arterial, and west of Xenia Avenue, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development. The applicant is requesting the Specific Use to allow for a smoke shop.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed Specific Use, as it would not change the characteristics of the existing commercial development.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and Supporting Documentation
H. Notification Responses

Staff Contacts

Victoria Lewelling
Planner
Planning Department
806-775-2021
vlewelling@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2882-B

Allowable Uses: Heavy Commercial District (HC)

Specific Use for a Smoke Shop

Transportation: The proposed development has a point of access from 82nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
82nd Street, *Principal Arterial, Complete*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

3.2 **Zone Case 2882-B:** David Mobley for SLDEV, LLC, request for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at:

- 7611 82nd Street, located south of 82nd Street and west of Xenia Avenue, Cambridge Commercial Park Addition, Tract A-2.

PLANNER VICTORIA LEWELLING gave a presentation and answered questions from the Commission. All required separations are met for this location. Staff has no objection to the request.

APPLICANT DAVID MOBLEY, 1305 Oakridge Avenue, representing SLDEV, LLC, gave comments about the request and answered questions from the Commission.

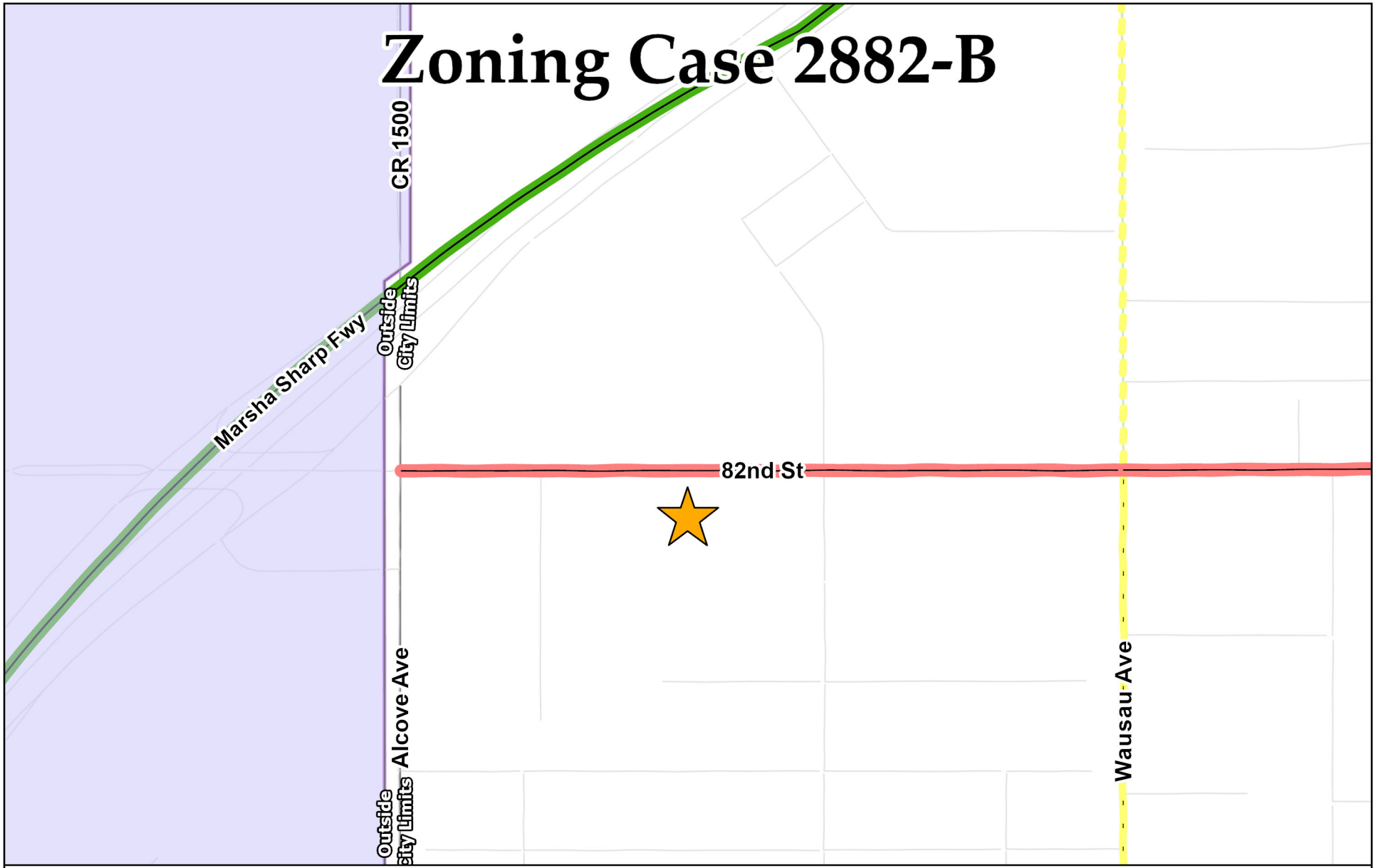
IN OPPOSITION DONNA HAMIL, 7606 84th Street, listed her concerns for a smoke shop being in an area that the Frenship High School students frequent.

No one appeared to speak in favor.

In the matter of **Zone Case 2882-B,** a motion was made **SCOTT GLOYNA** and seconded by **TERRI MORRIS** to approve the request as presented. The Commission voted 7 (in favor) to 1 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in opposition.

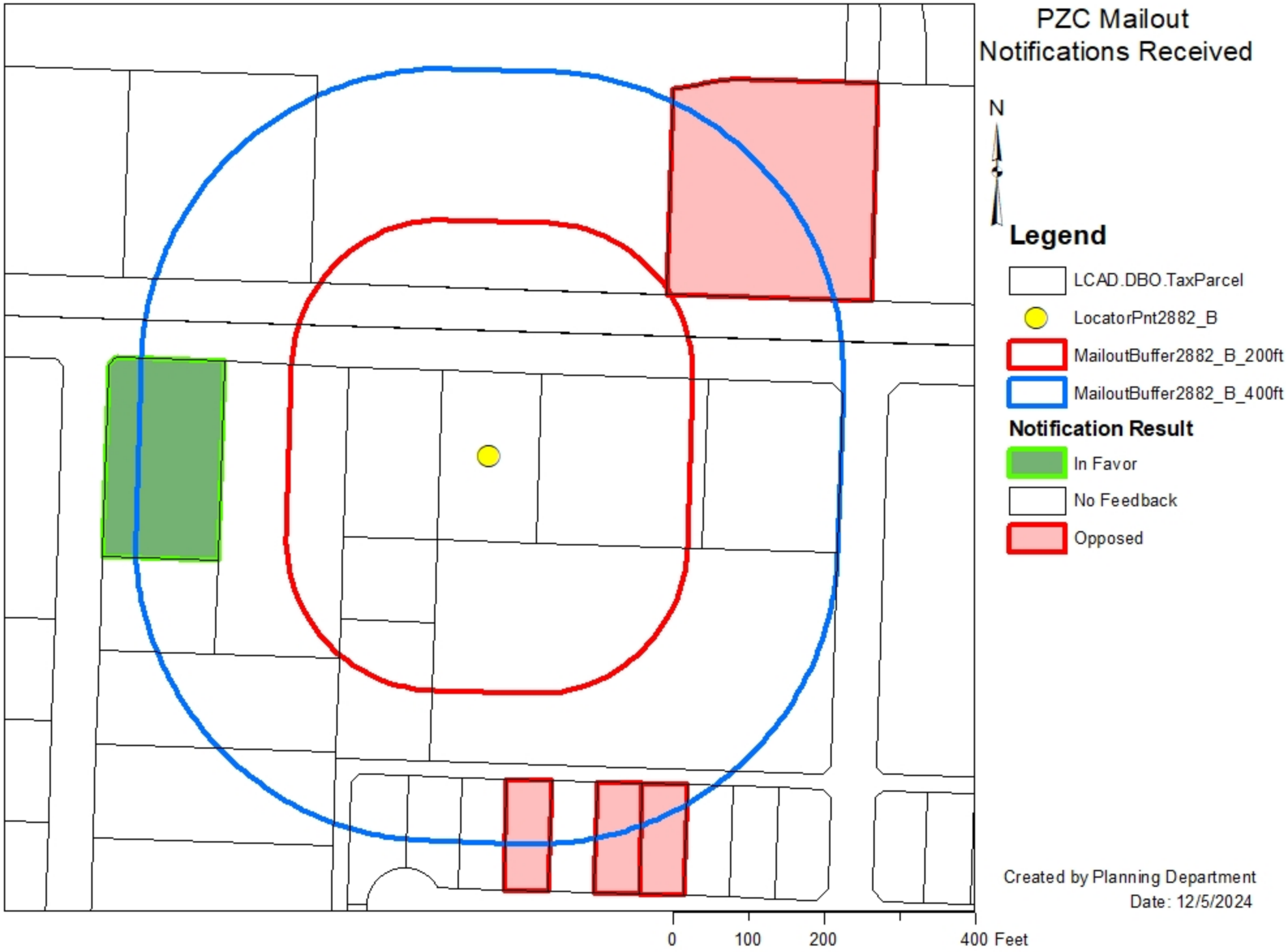
Zoning Case 2882-B



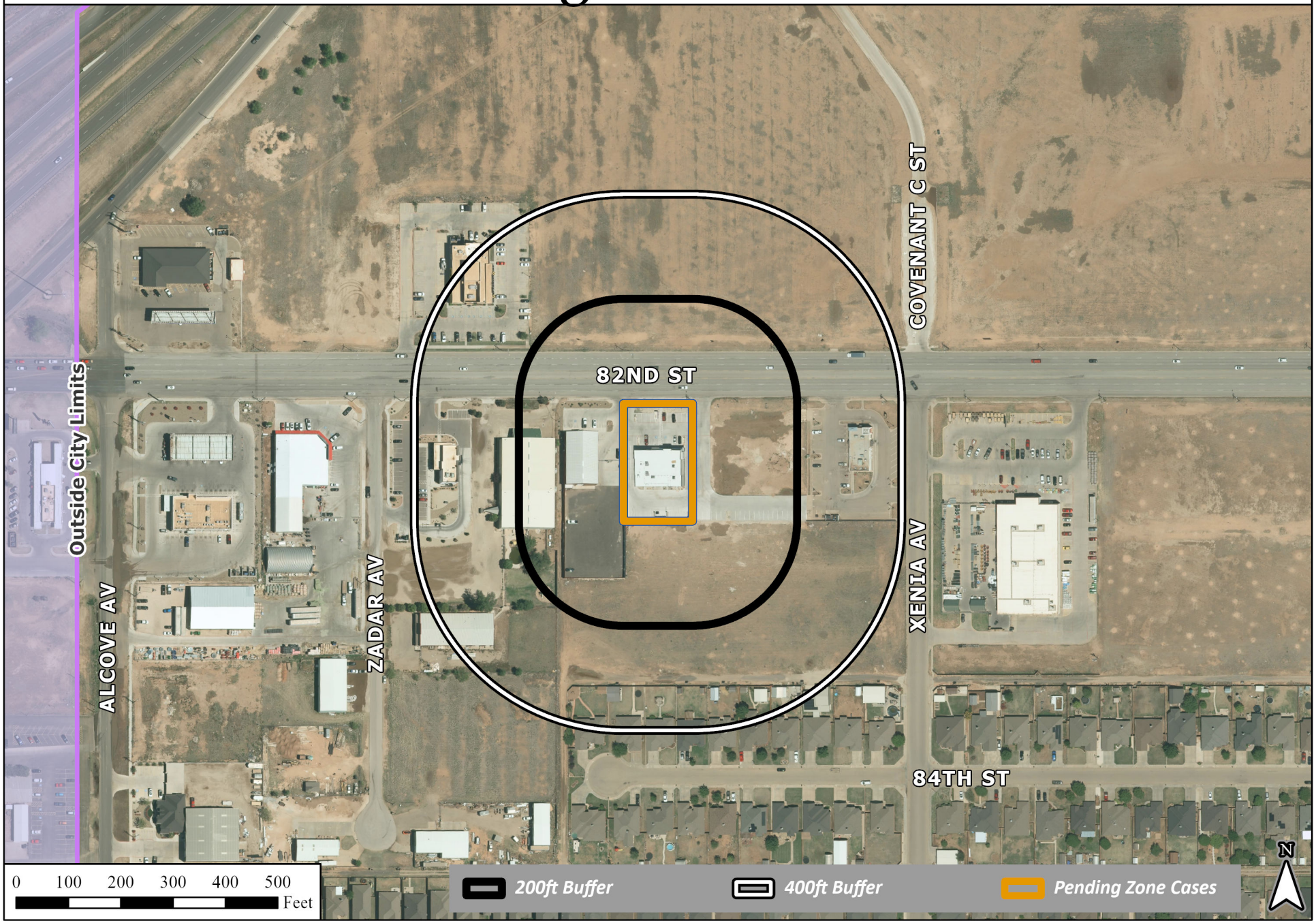
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

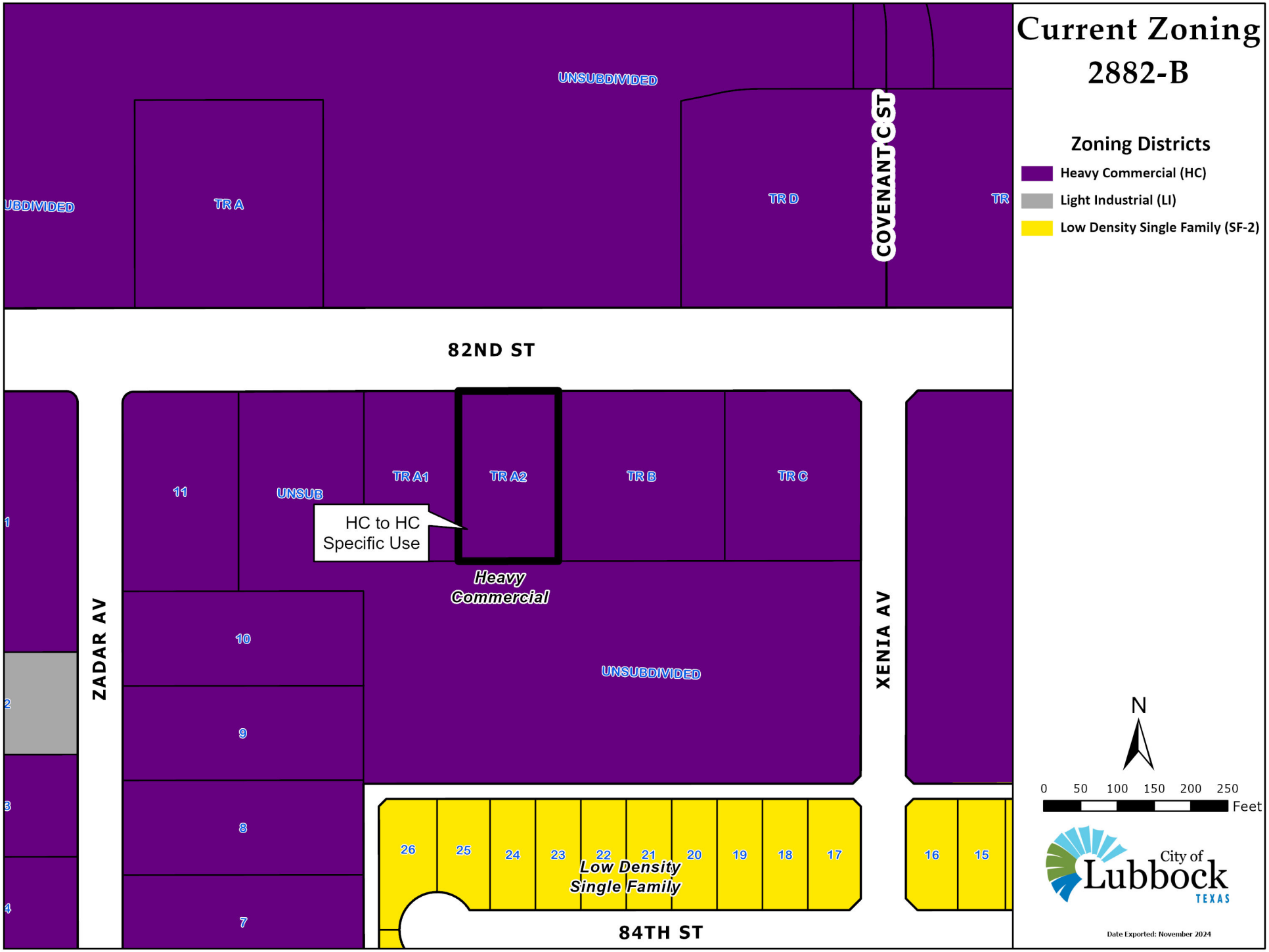
N
W E
S

Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt2882_B
MailoutBuffer2882_B_200ft
MailoutBuffer2882_B_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 12/5/2024
0
100
200
400 Feet

Zoning Case 2882-B

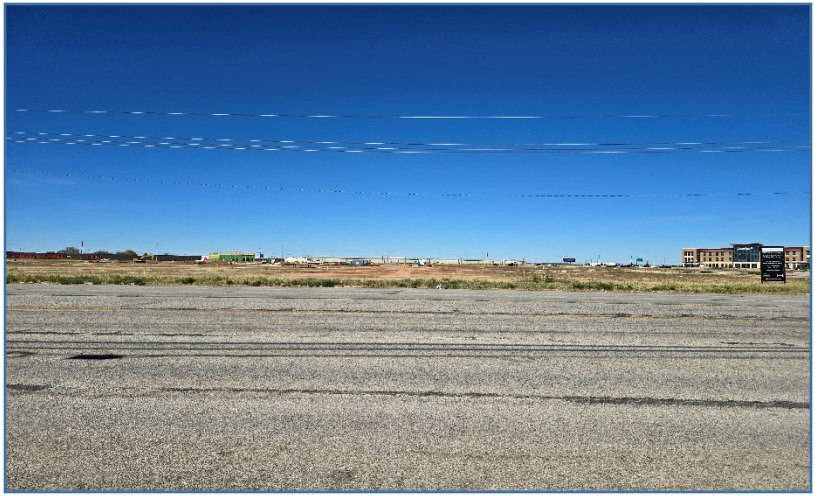



Current Zoning
2882-B
Zoning Districts
Heavy Commercial (HC)
Light Industrial (LI)
Low Density Single Family (SF-2)
UNSUBDIVIDED
TR A
TR D
TR
COVENANT C ST
UBDIVIDED
82ND ST
11
UNSUB
TR A1
TR A2
TR B
TR C
HC to HC
Specific Use
Heavy
Commercial
1
2
3
4
ZADAR AV
10
9
8
7
UNSUBDIVIDED
XENIA AV
26
25
24
23
22
21
20
19
18
17
16
15
Low Density
Single Family
84TH ST
N
0 50 100 150 200 250
Feet
City of
Lubbock
TEXAS
Date Exported: November 2024

2882-B



View south. Subject property.



View north.

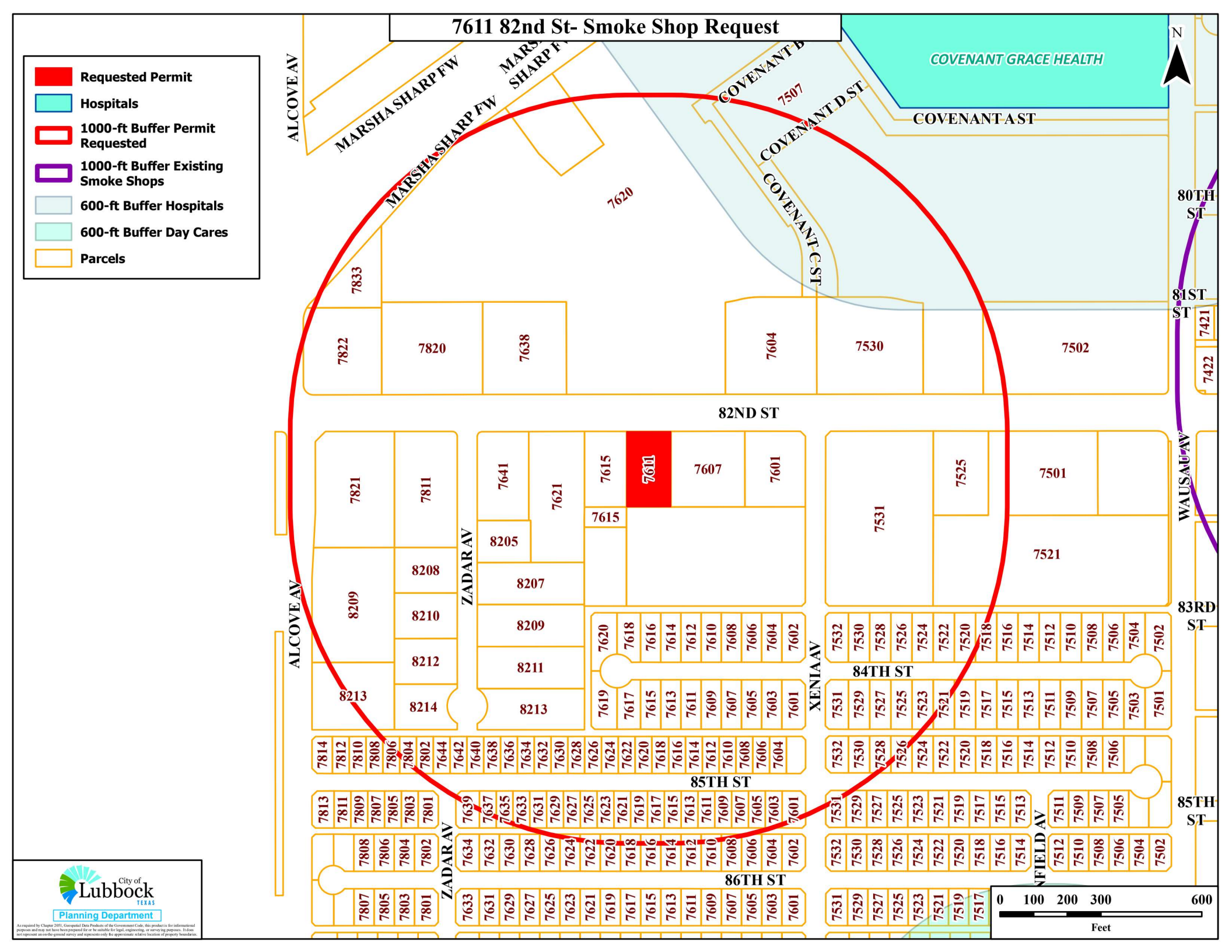


View east.



View west.

7611 82nd St- Smoke Shop Request



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.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7611 82nd St. Suite #300 Lubbock, TX

Lots/Tracts: _____

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: _____ Existing Zoning: HC

Requested Zoning: Smoke Shop

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: David Mobley

Name: David Mobley

Address: 3105 oak ridge ave City: Lubbock State: TX

ZIP Code: 79407 Telephone: 832-450-1218 Email: mobley92@icloud.com

Applicant's Signature: David M

Date: 10/7/2024 Printed Name: David Mobley

Owner Information

Firm Name: SLDEV, LLC

Owner: Same

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayne3@gmail.com

Property Owner's Signature: _____

Date: 10-5-24 Printed Name: THOMAS K. Payne, MANAGER

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2882-B***

In Favor ____

Opposed X

Reasons and/or Comments: We already have within a 1/2 mile Radius of this Location - One Smoke Shop and 4 convenience Stores that already sell Tobacco Products. See No need for ANOTHER ONE.

Print Name Arnold Elmore

Signature: Arnold Elmore

Address: 7610 84 TH Lubbock TX 79424

Address of Property Owned: 7610 84 TH Lubbock TX 79424

Phone Number: 806- 893 - 0098

Email: ____

Zone Case Number: **2882-B** R304574 Recipient 8 of 23

ELMORE ARNOLD W & JUDY M
7610 84TH ST

LUBBOCK TX 79424

RECEIVED
DEC 05 2024
BY: ____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2882-B***

In Favor ____

Opposed X

Reasons and/or Comments:
Significant investment in first class retail and mixed use development across the street which will be devalued by the addition of a smoke shop. We do not believe it upholds the emerging quality of the businesses and growth within the neighborhood the businesses are being reinvented and upgraded and this contradicts that progress.

Print Name Charles Hodges

Signature: Charles Hodges

Address: 13642 Omega Rd.

Address of Property Owned: 7530 & 7604 82nd St. 79424

Phone Number: 972-387-1000

Email: cberger@hodgesusa.com

Zone Case Number: **2882-B** R351601 Recipient 3 of 23
COVENANT PARK PHASE 1 VENTURE LLC
13642 OMEGA RD

DALLAS TX 75244-4514

City of Lubbock, TX
Planning Department
Planning and Zoning
Reply For

If for any reason you will be unable to attend th olic hearing advertised by this notice, and wish to present your comments regarding 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.:** ***2882-B***

In Favor ___

Opposed X

Reasons and/or Comments:

We are small children and go to the tea and pizza shop often. I would prefer to not have a smoke shop right next to our home.

Print Name Holly Wood

Signature: Holly Wood

Address: 7608 84th st. Lubbock, Tx. 79424

Address of Property Owned: "same as above"

Phone Number: ___

Email: Hollydwood86@gmail.com

Zone Case Number: **2882-B** R304573 Recipient 12 of 23

WOOD JUSTIN & HOLLY
7608 84TH ST

LUBBOCK TX 79424

RECEIVED
DEC 03 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2882-B***

In Favor ____

Opposed X

Reasons and/or Comments:

This is too close to a family neighborhood

Print Name Eddie Hight

Signature: Eddie Hight

Address: 7614 84th St.

Address of Property Owned: same

Phone Number: 972-268-2664

Email: ewhsdh72@gmail.com

Zone Case Number: **2882-B** R304576

HIGHT EDDIE W & SUSAN D
7614 84TH ST

LUBBOCK TX 79424

Recipient 17 of 23

RECEIVED
DEC 03 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2882-B***

In Favor X

Opposed ____

Reasons and/or Comments:

Thibodo Management Co Inc

Print Name Gary R. Thibodo

Signature: [signature]

Address: 843 Quails Trail, Vista CA 92081

Address of Property Owned: 8201 Zadar Ave - "Starbucks"

Phone Number: 760-727-3111

Email: Garythibodo@gmail.com

Zone Case Number: **2882-B** R140459 Recipient 21 of 23
THIBODO MANAGEMENT CO INC ET AL
843 QUAILS TRL

VISTA CA 92081-7539

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2025-O0012, for Zone Case 3514, a request of AMD Engineering, LLC, for Paracako, LLC, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 12004 Frankford Avenue, located west of Frankford Avenue and south of 119th Street, on approximately 1.72 acres of unplatted land out of Block AK, Section 20.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 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 3514
Staff Report 3514
Documentation 3514

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. 3514; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 12004 FRANKFORD AVENUE, LOCATED WEST OF FRANKFORD AVENUE AND SOUTH OF 119TH STREET, ON APPROXIMATELY 1.72 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 3514

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 **12004 Frankford Avenue, located west of Frankford Avenue and south of 119th Street, on approximately 1.72 acres of unplatted land out of Block AK, Section 20,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 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/ZC3514
December 5, 2024

Exhibit "A"

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 20, BLOCK AK,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 1.72-acre tract of land located in Section 20, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 01° 41’ 15” W an approximate distance of 2345.08 feet and N 88° 18’ 45” W an approximate distance of 49.99’ from the northeast corner of Section 20, Block AK, Lubbock County, Texas.

THENCE N 87° 40’ 45” W an approximate distance of 308.81 feet;

THENCE N 01° 41’ 00” E an approximate distance of 242.02 feet;

THENCE S 87° 40’ 25” E an approximate distance of 308.82 feet;

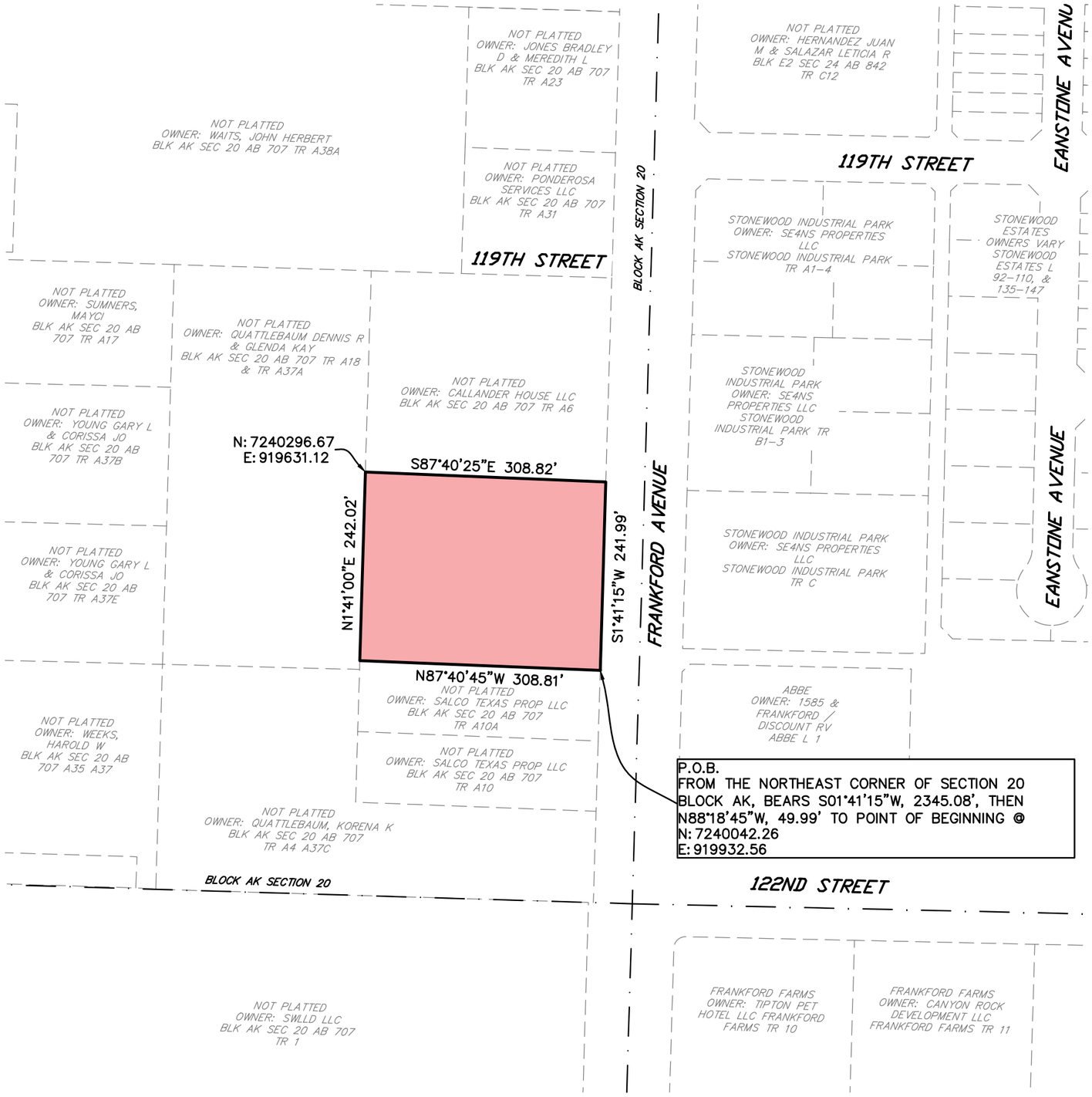
THENCE S 01° 41’ 15” E an approximate distance of 241.99 feet to the Point of Beginning and containing approximately 1.72-acres.

This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Paracako LLC
October 31, 2024

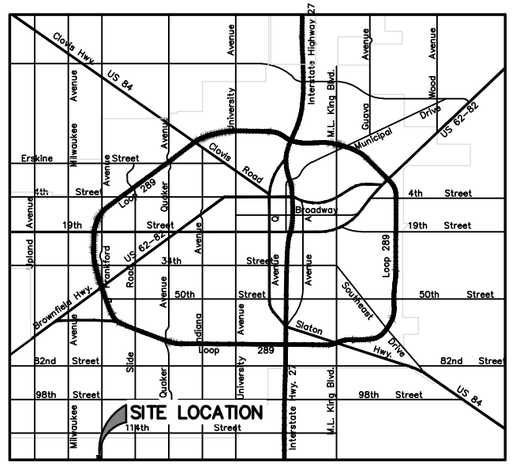
ZONE CHANGE APPLICATION EXHIBIT

A 1.72 ACRE TRACT OF LAND LOCATED IN SECTION 20, BLOCK AK, LUBBOCK COUNTY, TEXAS



NOTES:
SCALE: 1" = 150'

– ZONING REQUEST HC FROM SF-2



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 150'

0 75' 150' 300'

AMD
CIVIL ENGINEERIN
LAND SURVEYIN
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-59
Fax: 806-771-76
TBPE Reg. # F-91
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3514
City Council Meeting	January 14, 2025

Applicant AMD Engineering, LLC

Property Owners Paracako, LLC

Council District 5

Prior Board or Council Action

- December 4, 2008, Ordinance No. 2008-O0104: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code (UDC).
- December 5, 2024, Zone Case 3514: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Heavy Commercial District (HC), by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 4
- Received In Opposition:0

Site Conditions and History

The subject property consists of approximately 1.72 acres of unplatted land out of Block AK, Section 20.

Adjacent Property Development

The properties to the north and west are zoned Low Density Single-Family District (SF-2) and are developed with single-family homes. Property to the south is zoned Heavy Commercial District (HC) and is developed as a commercial property. To the east, the property is zoned Auto-Urban District (AC) and is currently vacant.

Item Summary

The subject property is addressed as 12004 Frankford Avenue, located west of Frankford Avenue and south of 119th Street, on approximately 1.72 acres of unplatted land out of Block AK, Section 20. 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 zoning: **Heavy Commercial District (HC)**

Purpose Statements

The purpose of the Low Density Single-Family District (SF-2) is to provide for 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 an 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 resource protection.

The purpose of the 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. The district should be located away from residential areas or, if unavoidable, should be heavily buffered.

Traffic Network/Infrastructure Impacts
The subject property is located on Frankford Avenue, which is designated as a Minor Arterial, by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. This request would be appropriate next to the existing HC zoning, and the property is along an arterial street.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Residential Low Density" land use. The proposed zone change to HC is not in conformance with this designation. However, the request is appropriate at this location, as the property is located along Frankford Avenue, an arterial street, and is adjacent to existing HC zoning to the south and AC and LI zoning to the east.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location. The Unified Development Code (UDC) will require the property to provide a Type C Bufferyard along the north and west property lines to buffer the commercial uses from the residential properties.

Suitability of Property for Allowed Uses
The property is suitable for the land uses within the Heavy Commercial District (HC), but may need additional public improvements to support the intensity of the uses described in this district, as the property is unplatted.

Conclusion
Staff has no objection to the request.

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
Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3514

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has a point of access from Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Frankford Avenue, *Minor Arterial, Completed*	R.O.W 105 feet, two-lane, undivided, paved.	R.O.W 100 feet, five-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

3.4 **Zone Case 3514:** AMD Engineering, LLC for Paracako, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

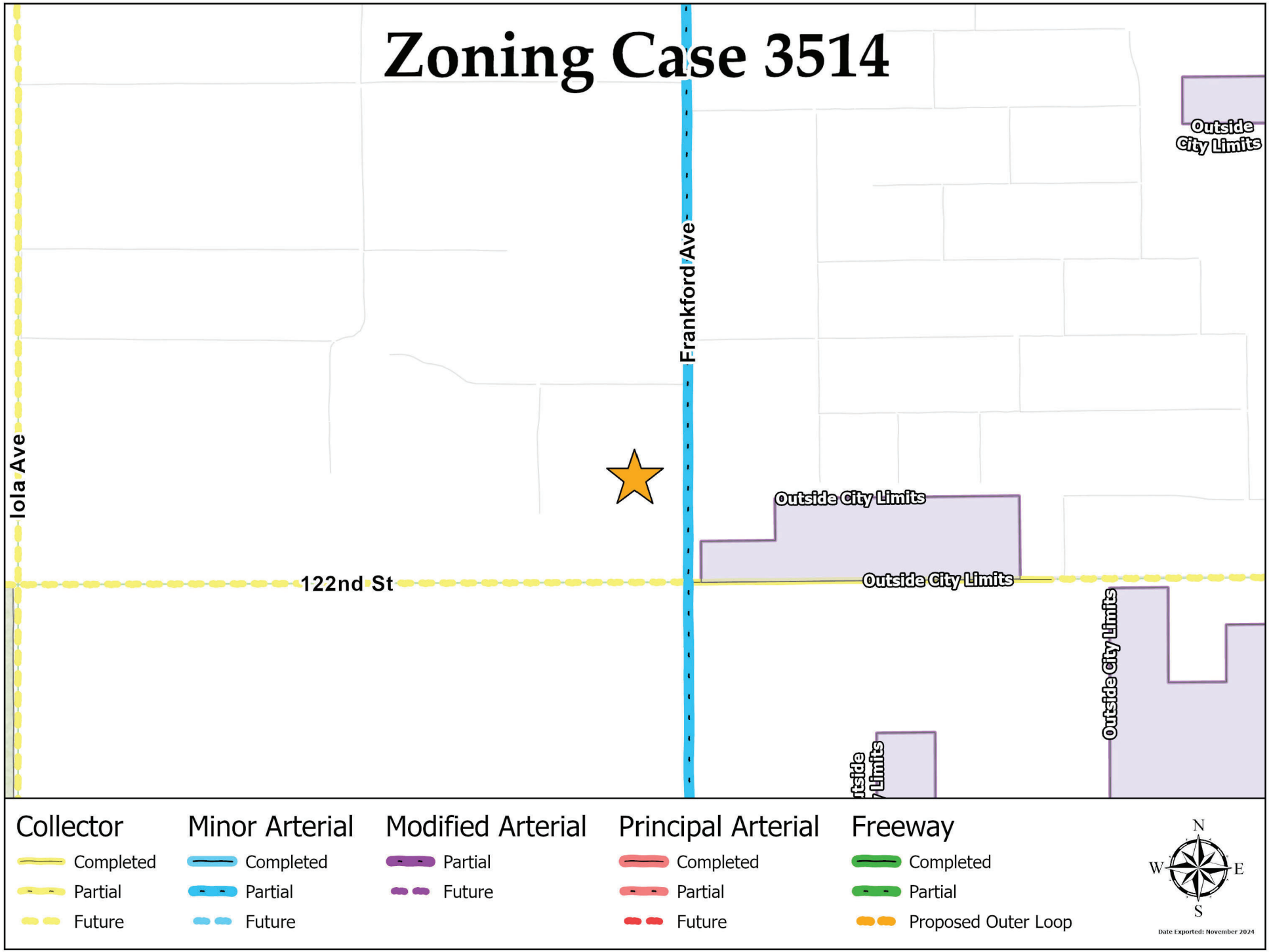
- 12004 Frankford Avenue, located west of Frankford Avenue and south of 119th Street, on approximately 1.72 acres of unplatted land out of Block AK, Section 20.

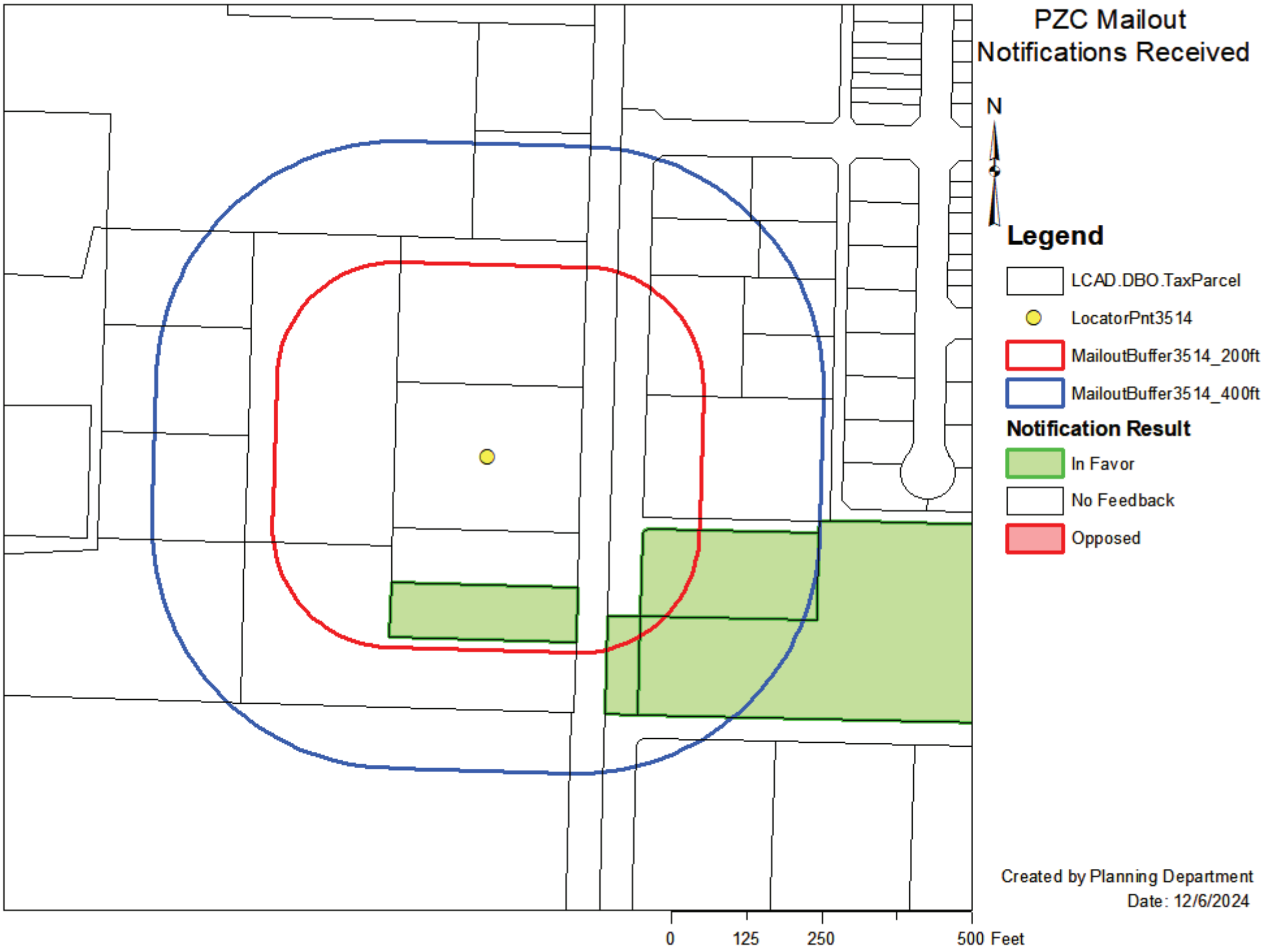
PLANNER GREG HERNANDEZ gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT JIMMY McDANIEL, AMD Engineering, 6515 68th Street, gave comments about the request and answered questions from the Commission.

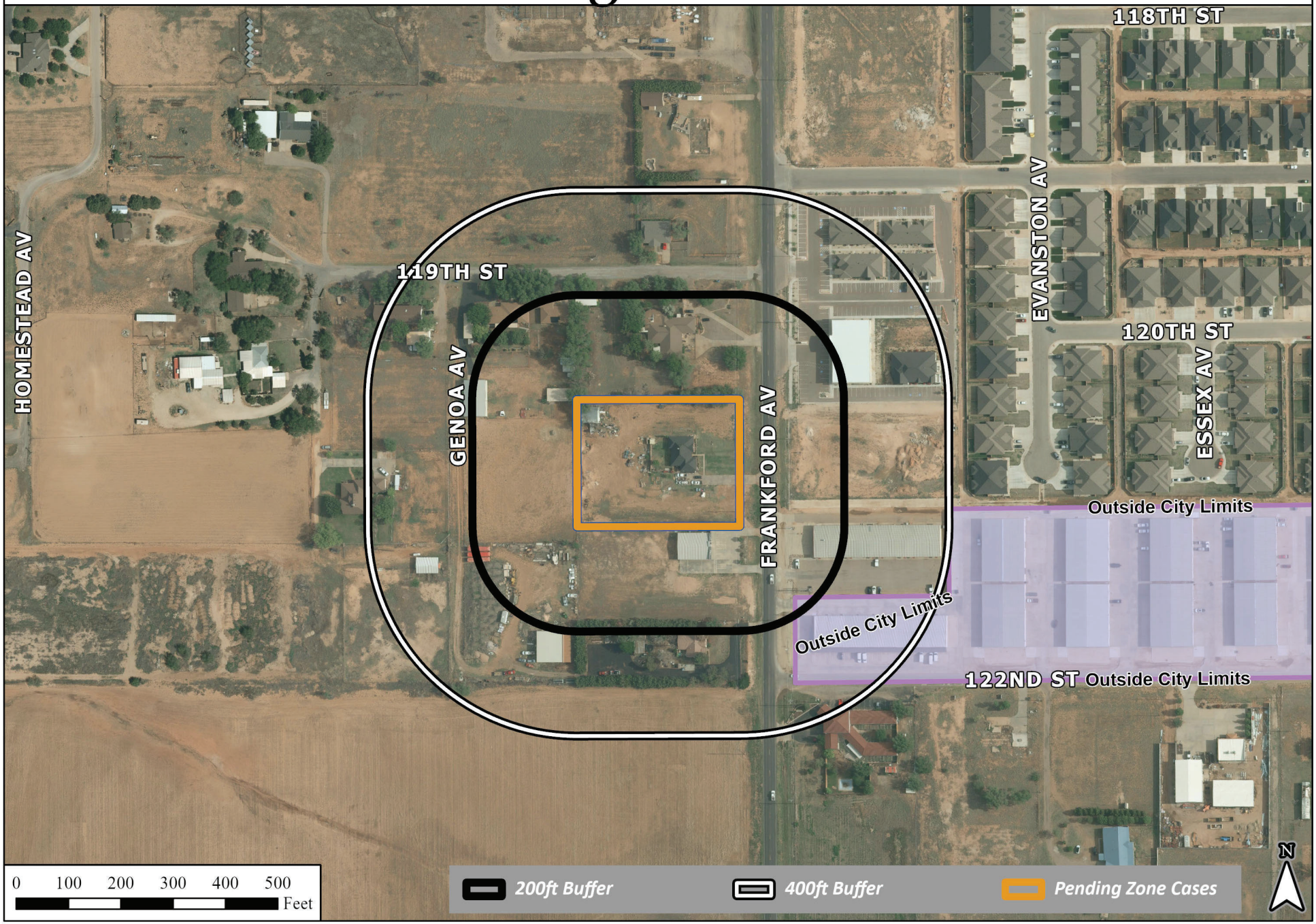
No one appeared to speak in favor or in opposition.

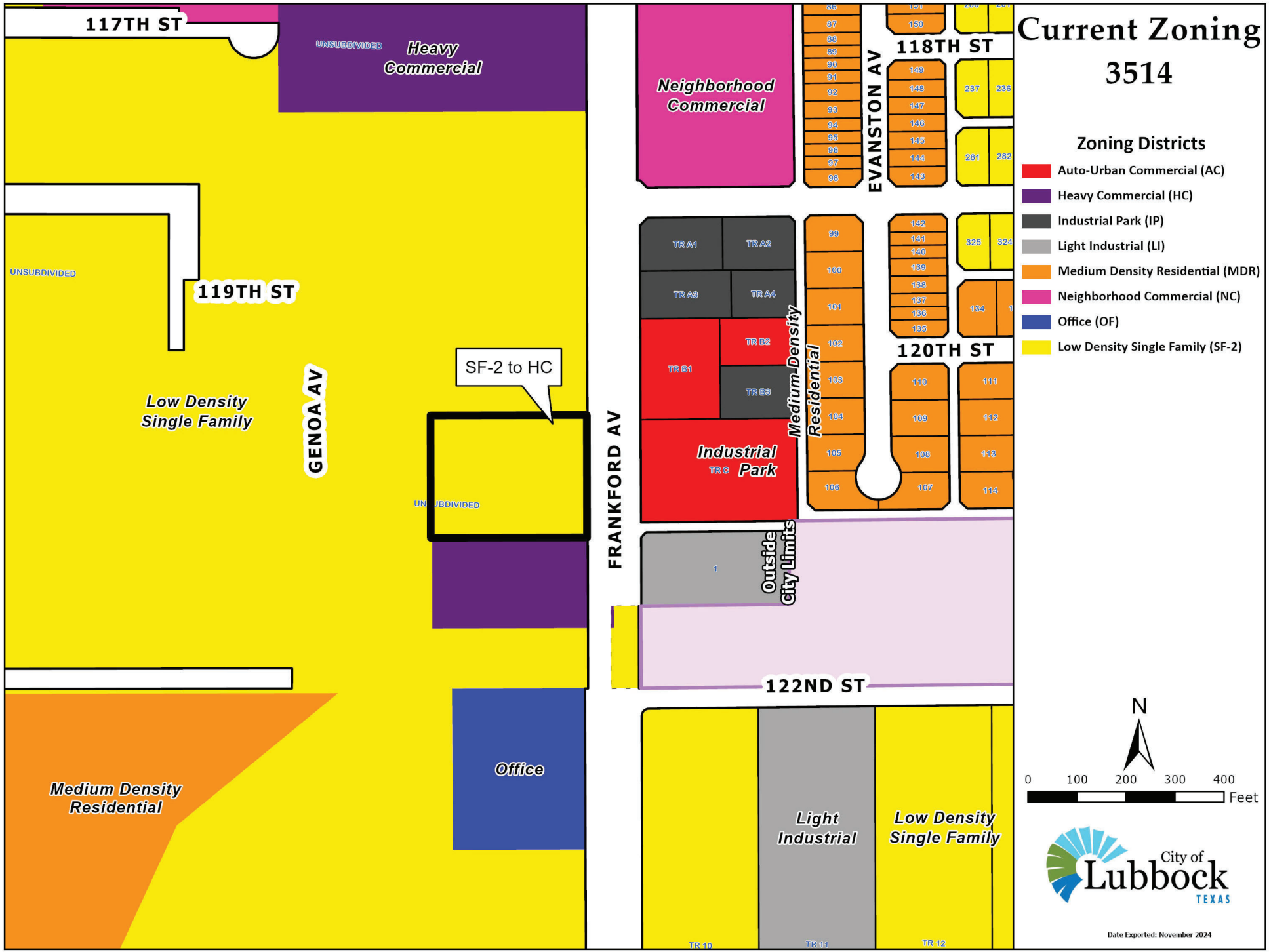
In the matter of **Zone Case 3514,** a motion was made by **ROBERT WOOD** and seconded by **TANNER NOBLE** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

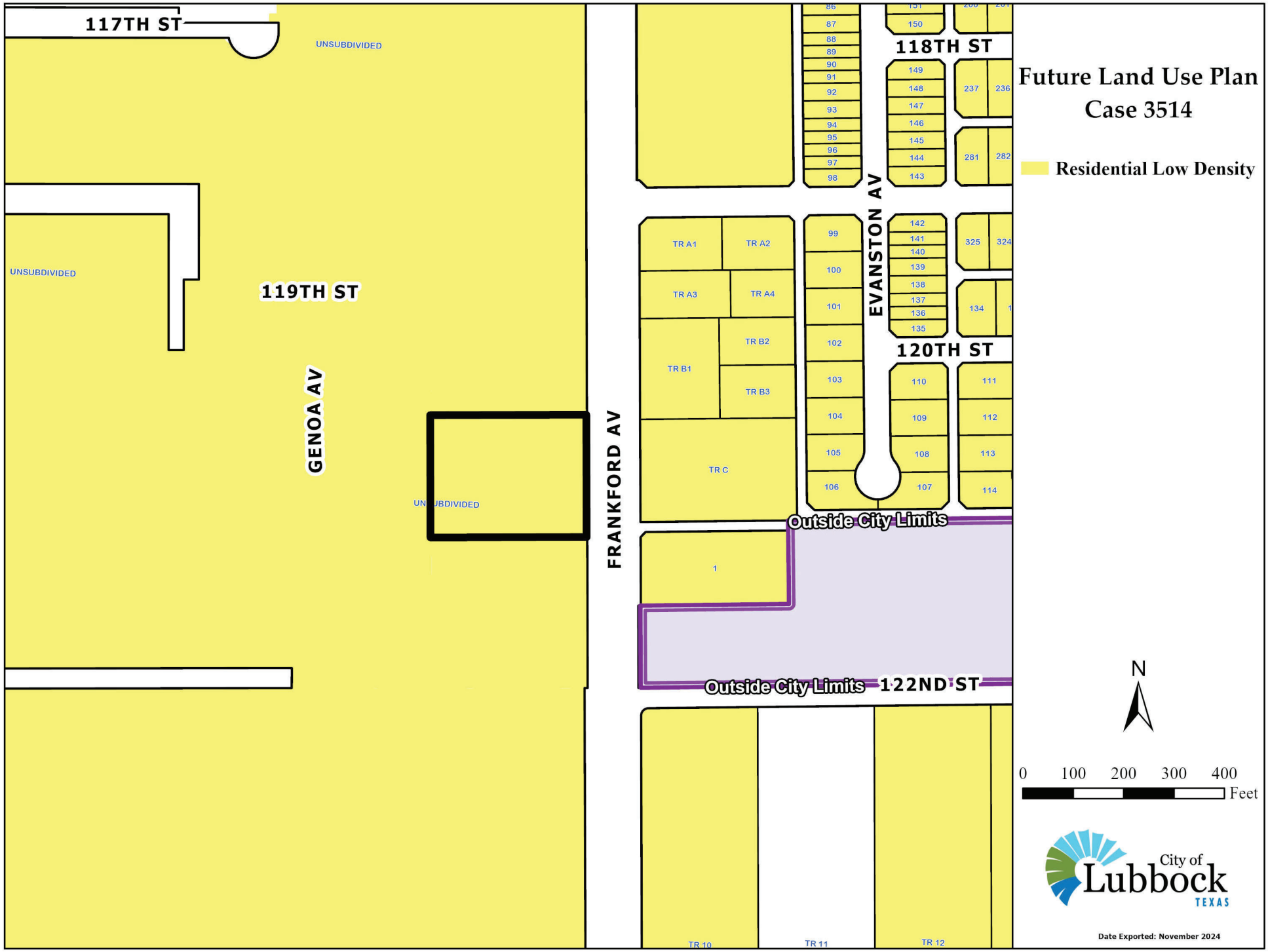

Zoning Case 3514
Outside City Limits
Frankford Ave
Iola Ave
Outside City Limits
122nd St
Outside City Limits
Outside City Limits
Collector
Completed
Partial
Future
Minor Arterial
Completed
Partial
Future
Modified Arterial
Partial
Future
Principal Arterial
Completed
Partial
Future
Freeway
Completed
Partial
Proposed Outer Loop
N
W
E
S
Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3514
MailoutBuffer3514_200ft
MailoutBuffer3514_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 12/6/2024
0
125
250
500 Feet

Zoning Case 3514




117TH ST
UNSUBDIVIDED
Heavy Commercial
Neighborhood Commercial
EVANSTON AV
118TH ST
UNSUBDIVIDED
119TH ST
Low Density Single Family
GENOA AV
SF-2 to HC
UNSUBDIVIDED
TR A1
TR A2
TR A3
TR A4
TR B1
TR B2
TR B3
Industrial Park
TR C
Medium Density Residential
120TH ST
FRANKFORD AV
Outside City Limits
122ND ST
Office
Medium Density Residential
Light Industrial
Low Density Single Family
TR 10
TR 11
TR 12
Current Zoning
3514
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
Industrial Park (IP)
Light Industrial (LI)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Office (OF)
Low Density Single Family (SF-2)
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: November 2024


117TH ST
UNSUBDIVIDED
UNSUBDIVIDED
119TH ST
GENOA AV
UNSUBDIVIDED
FRANKFORD AV
118TH ST
EVANSTON AV
120TH ST
TR A1
TR A2
TR A3
TR A4
TR B1
TR B2
TR B3
TR C
1
Outside City Limits
Outside City Limits
122ND ST
TR 10
TR 11
TR 12
Future Land Use Plan
Case 3514
Residential Low Density
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: November 2024

3514



View west. Subject property.



View north.



View east.



View south.

Docusign Envelope ID: BDFBD791-33E2-4B17-A2B5-EF923A306B03

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 12004 Frankford Ave

Lots/Tracts: Unplatted

Survey & Abstract: BLK AK SEC 20 AB 707 TR A11 OF NE/4 ACS: 2

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.72

Existing Land Use: Residential Existing Zoning: SF-2

Requested Zoning: HC-Heavy Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 10/29/2024 Printed Name: Will Stephens, P.E.

Owner Information

Firm Name: PARACAKO LLC

Owner: Barry Orr

Address: Attn: JAY TAYLOR 11706 FRANKFORD AVE City: Lubbock State: TX

ZIP Code: 79424 Telephone: 8067892185 Email: barry@orrco.finance

Property Owner's Signature: Barry Orr

Date: Oct 30, 2024 Printed Name: Barry Orr

Preparer Information

Preparer's Signature:

Date: 10/29/2024 Printed Name: Will Stephens, P.E.

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3514***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name David Bostar Discount storage

Signature: [signature]

Address: 5625 CR 7410

Address of Property Owned: 122nd & FRANKford

Phone Number: 806-789-6072

Email: GArgoyledave@YAHOO.com

Zone Case Number: **3514** R307478

Recipient 15 of 25

1585 & FRANKFORD / DISCOUNT RV
STORAGE & SHOP RENTALS INC
5625 COUNTY ROAD 7410

LUBBOCK TX 79424

RECEIVED
DEC 05 2024
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3514***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name David Foster Discount Storage

Signature: [signature]

Address: 5625 CR 7410

Address of Property Owned: 122nd & Frankford

Phone Number: 806-789-6072

Email: GARstyledave@yahoo.com

Zone Case Number: **3514** R315524
122ND & FRANKFORD/DISCOUNT SHOP RENTALS I
5625 COUNTY ROAD 7410

LUBBOCK TX 79424

Recipient 9 of 25

RECEIVED
DEC 05 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3514***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name David Porter Discount Storage

Signature: [signature]

Address: ~~122nd & Frankford~~ 5625 CR 7410

Address of Property Owned: 122nd & Frankford

Phone Number: 806-789-6072

Email: GARgoyle dave @ YAHOO.COM

Zone Case Number: **3514** R301544
122ND & FRANKFORD/DISCOUNT SHOP RENTALS I
5625 COUNTY ROAD 7410

LUBBOCK TX 79424

Recipient 17 of 25

RECEIVED
DEC 05 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3514***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Shane Salyer

Signature: [signature]

Address: 12016 Frankford Ave (3911 113th St)

Address of Property Owned: 12016 Frankford Ave

Phone Number: 806.928.0419

Email: shane.salyerhomes@gmail.com

Zone Case Number: **3514** R113674 Recipient 14 of 25

SALCO TEXAS PROP LLC - THE FRANK SERIES
5815 82ND ST
STE 145
PMB 112
LUBBOCK TX 79424

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2025-O0013, for Zone Case 2538-NN, a request of Olga Agundiz, for a zone change from Low Density Single-Family District (SF-2) to Low Density Single-Family District (SF-2) Specific Use for a Manufactured Home Subdivision, at 8605 #2 6th Street, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 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-NN
Staff Report 2538-NN
Documentation 2538-NN

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-NN; A ZONING CHANGE FROM SF-2 TO SF-2 SPECIFIC USE FOR A MANUFACTURED HOME SUBDIVISION, AT 8605 #2 6TH STREET, LOCATED EAST OF INLER AVENUE AND SOUTH OF 6TH STREET, ON APPROXIMATELY 0.692 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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-NN

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 **SF-2 Specific Use** for **a Manufactured Home Subdivision zoning district** at **8605 #2 6th Street, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **SF-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-O0054 on the property described as **8605 #2 6th Street, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2,** City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/Zones/C2538-NN
December 5, 2024

Exhibit "A"

Here are the metes and bounds for the modified boundary for case 2538-NN.

Starting Point - X: 900722.756 Y: 7279238.071
S 89-46-51 W 134.594 ft
N 0-11-44 W 226.106 ft
N 89-59-44 E 134.547 ft
S 0-12-27 E 225.602 ft

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-NN
City Council Meeting	January 14, 2025

Applicant Olga Agundiz

Property Owners Olga Agundiz

Council District 6

Prior Board or Council Action

- September 27, 1984, Ordinance No. 008660: The subject property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 008827: The property was rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-O0054 (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 (UDC).
- November 7, 2024, Zone Case 2538-NN: The Planning and Zoning Commission postponed a request for a zone change from SF-2 to SF-2 Specific Use for a Manufactured Home Subdivision, to the meeting on December 5, 2024, by a vote of 7-0-0.
- December 5, 2024, Zone Case 2538-NN: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to SF-2 Specific Use for a Manufactured Home Subdivision by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 34
- Received In Favor: 0
- Received In Opposition: 3

Site Conditions and History

The subject property consists of 0.692 acres of unplatted land out of Block D-6, Section 2. Currently the property is developed with a manufactured home. This Specific Use request was brought to the attention of the City when an Inspector from the Building Safety Department went to perform an inspection for new electrical service on the property at 8605 6th Street and he discovered a manufactured home had been placed on the property. Since the zoning of the property does not allow a manufactured home, the inspector was unable to approve the new electrical service.

The UDC defines Manufactured Home as “a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, measures at least eight body feet in width or at least 40 body feet in length or, when erected on site, includes at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home. The term HUD-Code manufactured home does not include a recreational vehicle as defined by 24. C.F.R Section 3282.8(g).”

Adjacent Property Development

The property is surrounded by residential properties and vacant land zoned SF-2.

Item Summary

The subject property is addressed as 8605 6th Street #2, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2. The applicant is requesting Specific Use for a Manufactured Home Subdivision on property zoned Low Density Single-Family District (SF-2).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested specific use: **Low Density Single-Family District (SF-2) Specific Use for a Manufactured Home Subdivision**

Purpose Statements
The purpose of the Low Density Single-Family District (SF-2) is to provide for 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 an 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 resource protection.

The purpose of a Specific Use approval is "to ensure that a use that is generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use as denoted in this Section [39.02.019]."

Traffic Network/Infrastructure Impacts
The subject property is located on 6th Street, which is designated as a Local Street, by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location. The proposed Specific Use does not change or remove any uses allowed in the SF-2 District, but adds Manufactured Homes as an additional use.

Suitability of Property for Allowed Uses
The property is suitable for the proposed Specific Use, as it would not change the characteristics of the existing development. The property will need to be platted before further development can take place.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and Supporting Documentation
H. Notification Responses

Staff Contacts
Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2538-NN

Allowable Uses: Low Density Single-Family District (SF-2); Specific Use for a Manufactured Home Subdivision

Transportation: The proposed development has a point of access from 6th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
6th Street, *Local Street, Completed*	R.O.W 60 feet, two-lane, undivided, paved.	R.O.W 60 feet, two-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 6

3.5 **Zone Case 2538-NN:** Olga Agundiz, request for a zone change from Low Density Single-Family District (SF-2) to Low Density Single-Family District (SF-2) Specific Use for a Manufactured Home Subdivision, at:

- 8605 #2 6th Street, located east of Inler Avenue and south of 6th Street, on approximately 0.692 acres of unplatted land out of Block D-6, Section 2.

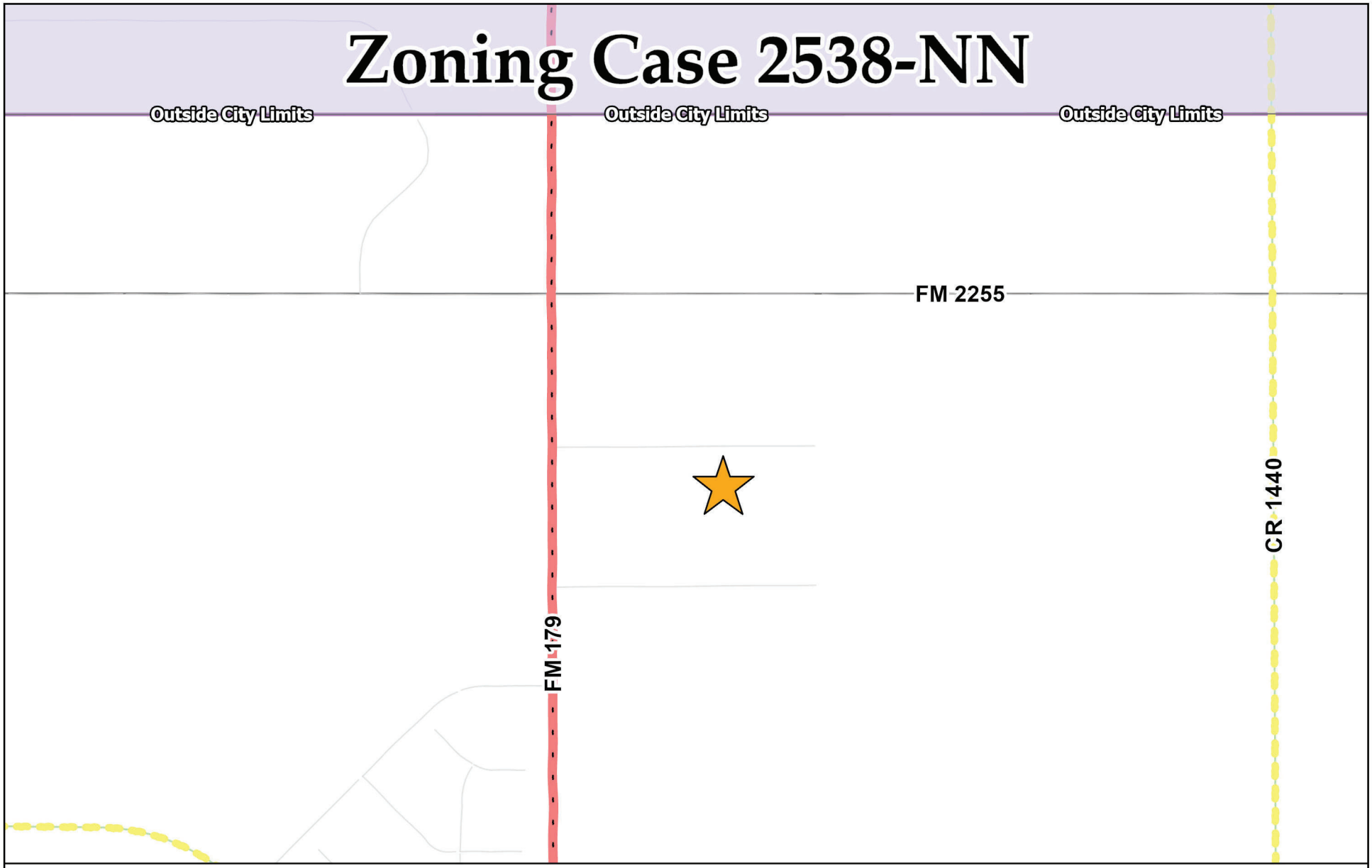
PLANNER GREG HERNANDEZ gave a presentation and answered questions from the Commission. The proposed specific use does not change or remove any uses allowed in the base SF-2 District, but adds manufactured homes as an additional use for that lot. Staff has no objection to the request.

APPLICANT OLGA AGUNDIZ, 403 Ranger Street, Wolfforth, listed the events that led to the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2538-NN**, a motion was made by **SCOTT GLOYNA** and seconded by **BRANDON HARDAWAY** to approve the request 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.

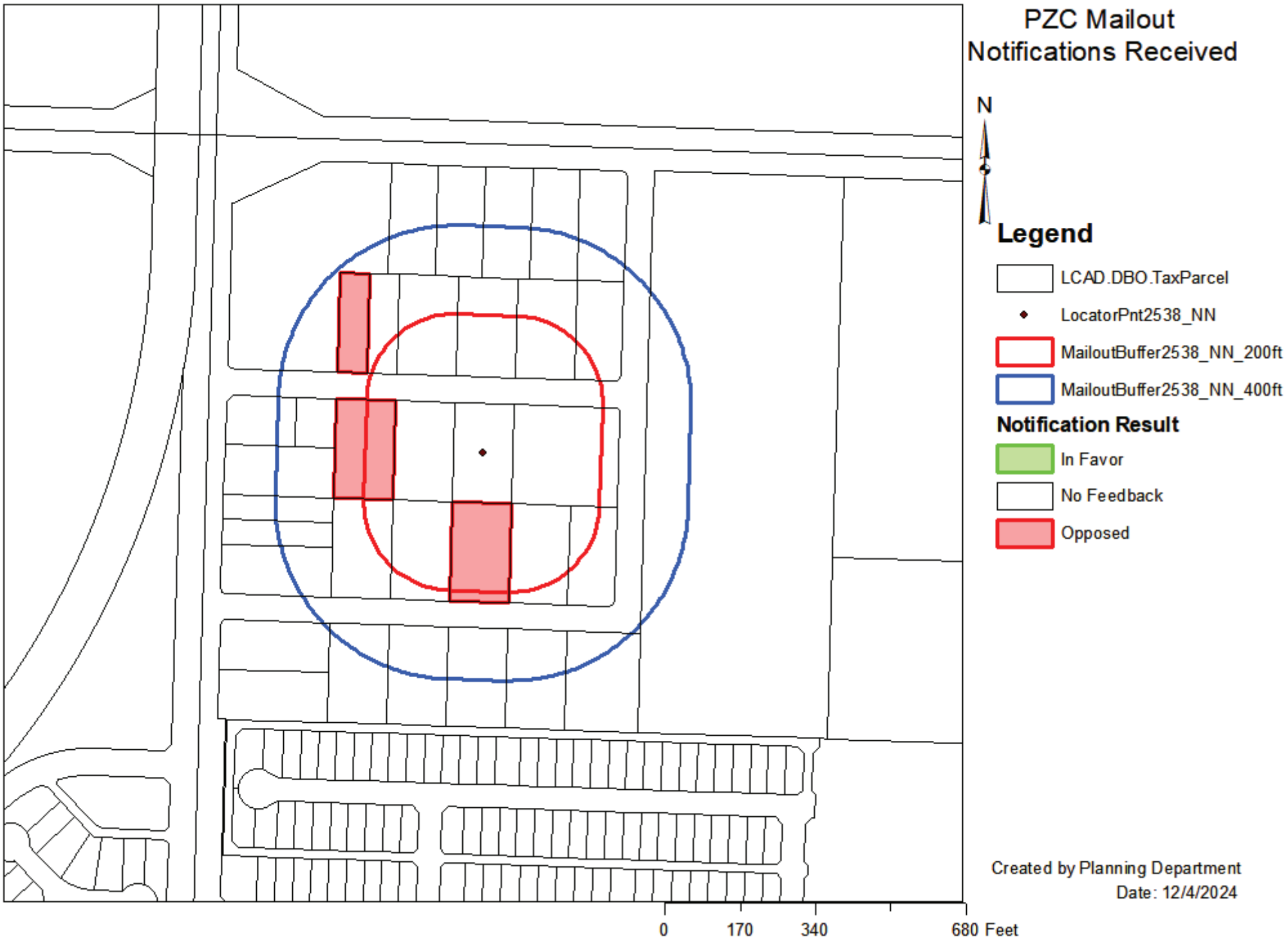
Zoning Case 2538-NN



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

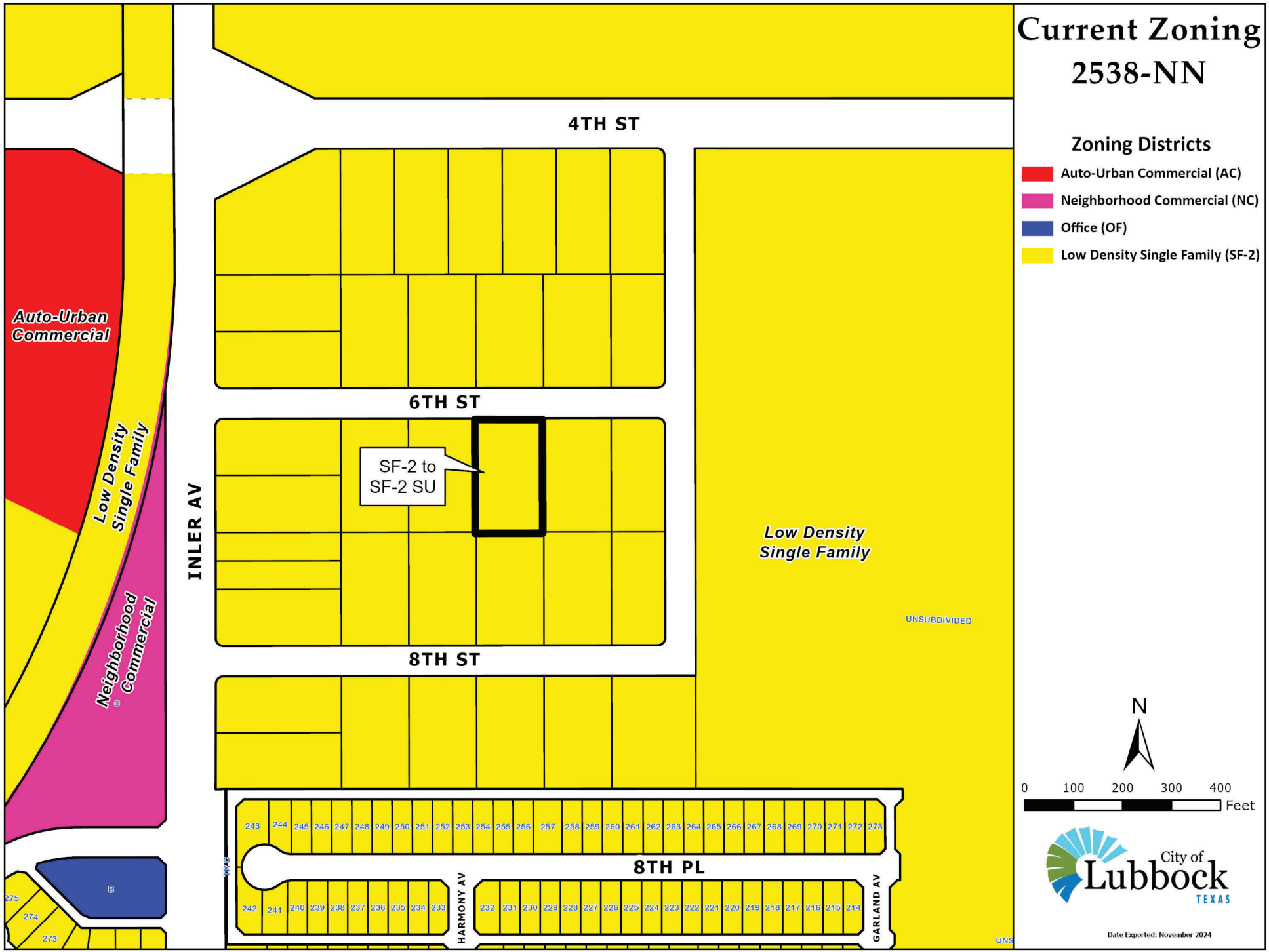
N
W E
S

Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt2538_NN
MailoutBuffer2538_NN_200ft
MailoutBuffer2538_NN_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 12/4/2024
0
170
340
680 Feet

Zoning Case 2538-NN




Current Zoning
2538-NN
Zoning Districts
Auto-Urban Commercial (AC)
Neighborhood Commercial (NC)
Office (OF)
Low Density Single Family (SF-2)
4TH ST
6TH ST
8TH ST
8TH PL
INLER AV
HARMONY AV
GARLAND AV
SF-2 to SF-2 SU
Auto-Urban Commercial
Low Density Single Family
Neighborhood Commercial
Low Density Single Family
UNSUBDIVIDED
243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273
242 241 240 239 238 237 236 235 234 233
232 231 230 229 228 227 226 225 224 223 222 221 220 219 218 217 216 215 214
275 274 273
B
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: November 2024

2538-NN



View south. Subject property.



View north.



View east.



View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 8605 6th Street, Lubbock, TX & Block

Lots/Tracts: 11.13 acre tract out of Section 2, Block D-6, Lubbock County, TX

Survey & Abstract: Abacus Engineering Surveying

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 11.13

Existing Land Use: Residential Existing Zoning: SF-2

Requested Zoning: Specific Use for a Manufactured Home Subdivision on property zoned SF-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name:

Name:

Address: City: State:

ZIP Code: Telephone: Email:

Applicant's Signature:

Date: Printed Name:

Owner Information

Firm Name:

Owner: Olga Agundiz

Address: 403 Ranger St. City: Wolfforth State: TX

ZIP Code: 79382 Telephone: 806-336-5133 Email: oagundiz@city.bank

Property Owner's Signature: Olga Agundiz

Date: 10/03/24 Printed Name: Olga Agundiz

Preparer Information

Preparer's Signature: Olga Agundiz

Date: 10/03/24 Printed Name: Olga Agundiz

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.

Memo

To: Planning and Zoning Commission

From: Olga Agundiz

Date: 10/03/24

Re: Application for Zoning Change – 8605 6th Street, Lubbock, TX & Block (11.13 acre tract out of Section 2, Block D-6)

I am the property owner of 8605 6th Street, which is currently zoned SF-2 and sits on 0.69 acres. This Application for Zoning Change is my request to be allowed to keep and live in my new manufactured home. I was advised by the City of Lubbock Director of Planning to apply for the zone change of the entire block rather than my single lot.

Please see the attached email correspondence that includes a detailed explanation regarding the purchase of my land and the horrendous experience I have had. I have also attached a signed petition from my neighbors requesting the zone change to allow for manufactured homes. In speaking with my neighbors, they all stated they had or someone they knew had also attempted to place manufactured homes in the area but were told this was not permissible by the City and some where forced to remove their homes. Each neighbor that I spoke to, had no issues or concerns related to manufactured homes in the area.

My manufactured home adds value to the subdivision despite being surrounded by old, dilapidated structures, including other manufactured homes. I have invested over $100,000, along with much time and effort, into making this a home, and I am very disheartened to be told after the project completion that all the work is not allowed. Along with this detailed account, I have included photos of my manufactured home and the surrounding homes to show that my home is in better condition than the other structures in the area and adds value to the subdivision. I have also attached a copy of the septic permit I obtained from the County as the City stated it must have been obtained “illegally” and I should not have been allowed to have both a well and septic on my lot.

This well-documented account shows that I communicated my intentions of placing a manufactured home on this lot with the Lubbock County Inspector, local businesses, and other professionals at every portion of the journey. I request the zone be changed to allow for manufactured homes so that I may keep and live in my new manufactured home.

Hello,

Here are the metes and bounds for the modified boundary for case 2538-NN.

Starting Point - X: 900722.756 Y: 7279238.071
S 89-46-51 W 134.594 ft
N 0-11-44 W 226.106 ft
N 89-59-44 E 134.547 ft
S 0-12-27 E 225.602 ft

If you need anything else, feel free to reach out!

Best,
Eric

New Manufactured home placed on clean lot in question – 8605 6th Street





Front and back of mobile home located directly behind 8605 6th Street property line. Filled with trash/debris and multiple farm animals.





Multiple mobile homes and old structures located in the same subdivision













Olga Agundiz

From: Kristen Sager <ksager@mylubbock.us>
Sent: Thursday, September 26, 2024 10:03 AM
To: Olga Agundiz; Jarrett Atkinson; Tim Collins
Cc: Victor Escamilla; Robert Wallace; Erik Rejino; Cassie Bermea
Subject: RE: Zone Change Application

*** Caution: External Email ***

Good Morning Ms. Agundiz,

Since manufactured homes are only permitted in areas zoned for a Manufactured Home Park or Manufactured Home Subdivision, placing the home on a permanent foundation will not suffice, as you will still need the required zoning.

Please let me know if you have any additional questions.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

From: Olga Agundiz <OAgundiz@city.bank>
Sent: Thursday, September 26, 2024 9:39 AM
To: Kristen Sager <ksager@mylubbock.us>; Jarrett Atkinson <jatkinson@mylubbock.us>; Tim Collins <TCollins@mylubbock.us>
Cc: Victor Escamilla <vescamilla@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Erik Rejino <ERejino@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>
Subject: RE: Zone Change Application

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

***** Caution: External Email *****

Good morning,

I had another question – if we have the manufactured home affixed to a foundation (no longer mobile), would this suffice?

Thank you,
Olga

Olga Agundiz | VP - Lending Compliance Officer
Certification(s): CRCM
Compliance
Tel: 806-792-7101| Ext: 2396| 800 Our Bank
Direct Line: 806-503-6085
Email: OAgundiz@city.bank

Confidentiality Notice: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please delete this message immediately and advise the sender that you have received this message in error by reply e-mail or by calling 1-800-687-2265. Thank you for your cooperation.

From: Kristen Sager <ksager@mylubbock.us>
Sent: Wednesday, August 28, 2024 9:53 AM
To: Olga Agundiz <OAgundiz@city.bank>; Jarrett Atkinson <jatkinson@mylubbock.us>; Tim Collins <TCollins@mylubbock.us>
Cc: Victor Escamilla <vescamilla@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Erik Rejino <ERejino@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>
Subject: RE: Zone Change Application

***** Caution: External Email *****

Good Morning,

That is correct. You will only be responsible for platting your property. When other property owners are ready to develop their properties, they will then need to plat their properties at that time.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109

ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

From: Olga Agundiz <OAgundiz@city.bank>
Sent: Wednesday, August 28, 2024 8:31 AM
To: Kristen Sager <ksager@mylubbock.us>; Jarrett Atkinson <jatkinson@mylubbock.us>; Tim Collins <TCollins@mylubbock.us>
Cc: Victor Escamilla <vescamilla@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Erik Rejino <ERejino@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>
Subject: RE: Zone Change Application

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

*** Caution: External Email ***

Good morning,

Thank you for that information. Regarding the property plat, am I required to plat only my property (not the entire block)? I spoke with Hugo Reed Land Surveyors and they stated they had attempted to plat this subdivision in the past but were unsuccessful due to legal title issues that occurred many years ago.

Olga Agundiz | VP - Lending Compliance Officer
Certification(s): CRCM
Compliance
Tel: 806-792-7101| Ext: 2396| 800 Our Bank
Direct Line: 806-503-6085
Email: OAgundiz@city.bank

Confidentiality Notice: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please delete this message immediately and advise the sender that you have received this message in error by reply e-mail or by calling 1-800-687-2265. Thank you for your cooperation.

From: Kristen Sager <ksager@mylubbock.us>
Sent: Tuesday, August 27, 2024 5:14 PM
To: Olga Agundiz <OAgundiz@city.bank>; Jarrett Atkinson <jatkinson@mylubbock.us>; Tim Collins <TCollins@mylubbock.us>
Cc: Victor Escamilla <vescamilla@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Erik Rejino <ERejino@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>
Subject: RE: Zone Change Application

***** Caution: External Email *****

Ms. Agundiz,

- Should I go based off the ZBA 9/12 or PZC 8/29 application deadline?
  - Your request will be heard by the Planning and Zoning Commission (PZC) and City Council, so please use the PZC dates. The next application deadline is 08/29/24 to have your request placed on the October 3rd PZC agenda.

- Where should the application be sent to? In person or online?
  - You may email the completed application to me, or submit it online through our Citizen Self Service Portal here: https://egovaccess.ci.lubbock.tx.us/EnerGov_Prod/selfservice/Lubbock_Prod#/home

- What is my lot's existing land use and zoning? (Appears to be SF2 online but not certain)
  - Yes, the current zoning is SF-2 and the land use is residential.

- What is the zoning for a Manufactured Home Subdivision?
  - The request would be a Specific Use for a Manufactured Home Subdivision on property zoned SF-2.

- Is a preliminary plat required?
  - A preliminary plat will be required once you get ready to plat the property, but it is not required for the zone change. The metes and bounds description will be sufficient for the zone change process. However, you stated in your email below that Abacus only provided a metes and bounds description for your property. As I mentioned in my email, staff would recommend that you and the neighboring property owners on your block all request the change together, as a request on an individual property only, could be construed as "spot zoning" and staff may not be able to support the request on a single property. However, it will be up to City Council whether or not to approve the request. Staff and the Planning and Zoning Commission only make a recommendation.

- Is the application fee refundable if not approved? I discussed with Mr. Collins my request to waive the fee due to the misinformation provided to me during this process from the County (working on behalf of the City during the septic permitting process).
  - The application fee is non-refundable, even if the request is denied. If you decide to only include your property in the request, then the application fee will be $500 instead of the $545 discussed in my email for the 10 acres of the block.

Please let me know if you have any other questions.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning

O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

From: Olga Agundiz <OAgundiz@city.bank>
Sent: Tuesday, August 27, 2024 4:10 PM
To: Kristen Sager <ksager@mylubbock.us>; Jarrett Atkinson <jatkinson@mylubbock.us>; Tim Collins <TCollins@mylubbock.us>
Cc: Victor Escamilla <vescamilla@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Erik Rejino <ERejino@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>
Subject: RE: Zone Change Application

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

***** Caution: External Email *****

Hello,

I spoke with Tim Collins this morning and he recommended that I complete the zone change application process. I also spoke with Abacus Engineering Surveying and they have provided me with the metes and bound description of my property which I will include with the application. I have the following questions regarding the application but was unable to speak with anyone when I contacted the number on the application (Jack stated they were shorthanded and transferred me to a voicemail).

- Should I go based off the ZBA 9/12 or PZC 8/29 application deadline?
- Where should the application be sent to? In person or online?
- What is my lot's existing land use and zoning? (Appears to be SF2 online but not certain)
- What is the zoning for a Manufactured Home Subdivision?
- Is a preliminary plat required?

- Is the application fee refundable if not approved? I discussed with Mr. Collins my request to waive the fee due to the misinformation provided to me during this process from the County (working on behalf of the City during the septic permitting process).

Thank you,
Olga

Olga Agundiz | VP - Lending Compliance Officer
Certification(s): CRCM
Compliance
Tel: 806-792-7101| Ext: 2396| 800 Our Bank
Direct Line: 806-503-6085
Email: OAgundiz@city.bank

Confidentiality Notice: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please delete this message immediately and advise the sender that you have received this message in error by reply e-mail or by calling 1-800-687-2265. Thank you for your cooperation.

From: Kristen Sager <ksager@mylubbock.us>
Sent: Friday, August 23, 2024 3:57 PM
To: Olga Agundiz <OAgundiz@city.bank>
Cc: Victor Escamilla <vescamilla@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Erik Rejino <ERejino@mylubbock.us>
Subject: Zone Change Application

***** Caution: External Email *****

Ms. Agundiz,

As I mentioned in my voicemail, attached is the zone change application that would need to be completed and submitted, if you and the property owners within your block would like to request a zone change for a Manufactured Home Subdivision. The application would need to be signed by every property owner participating in the request. As none of the properties in the block are platted, a surveyor would need to provide you with a metes and bounds description of the properties for you to submit with the application. The cost to apply is $500 for the first acre and $5 for each additional acre, or portion therefore, rounded up to the next whole number. I'm estimating the 15 properties within your block to be a little over 9 acres, which we would round up to 10 when calculating the application fee, so the estimated cost to apply would be $545. Also attached is the schedule of application deadlines and meeting dates for the Planning and Zoning Commission and City Council.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K

Olga Agundiz

From: Kristen Sager <ksager@mylubbock.us>
Sent: Thursday, August 15, 2024 8:08 AM
To: Olga Agundiz; Cassie Bermea; Robert Wallace; Jarrett Atkinson; jdavidson@lubbockcounty.gov; BHogan@lubbockcounty.gov; Tim Collins
Cc: Margaret Beltran; Victor Escamilla; Trevor Overman; Erik Rejino
Subject: RE: 8605 6th Street

Follow Up Flag: Follow up
Flag Status: Flagged

*** Caution: External Email ***

Good Morning All,

After meeting with Ms. Agundiz yesterday, I discussed the situation with my supervisor, Robert Wallace, the Director of Development Services. Mr. Wallace agreed the property is not currently zoned to allow a manufactured home and therefore we cannot permit one on the property. Currently, manufactured homes are only allowed on properties with an approved Specific Use for a Manufactured Home Park or Manufactured Home Subdivision. This property does not have a Specific Use approved and is only zoned SF-2. I recommended to Ms. Agundiz that she and the other owners in the area could collectively submit a zone change request for Specific Use for a Manufactured Home Subdivision for their neighborhood, or she could speak with her Councilmember (Mr. Collins) to see if Council would consider amending the Unified Development Code to allow a Manufactured Home as a permitted housing type on residential lots, without requiring Specific Use.

Mr. Atkinson and Councilman Collins – after reviewing the emails and attached documentation, please let me know if there is any additional information I can provide regarding the status of the property.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401



From: Olga Agundiz <OAgundiz@city.bank>
Sent: Wednesday, August 14, 2024 5:27 PM
To: Kristen Sager <ksager@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Jarrett Atkinson <jatkinson@mylubbock.us>; jdavidson@lubbockcounty.gov; BHogan@lubbockcounty.gov; Tim Collins <TCollins@mylubbock.us>
Cc: Margaret Beltran <mbeltran@mylubbock.us>; Victor Escamilla <vescamilla@mylubbock.us>
Subject: RE: 8605 6th Street

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

***** Caution: External Email *****

Hello,

I have attached the notes from my meeting today with Kristen Sager (her responses are in red font). Kristen informed me that the City of Lubbock was correct when they stated that my lot is not allowed to have a well and septic tank since it is under one acre and that the County of Lubbock must have "illegally" approved the permit. In addition, Kristen stated multiple times (as indicated in her attached responses) that I should have contacted the City not the County regarding septic and a manufactured home as this lot is located in the City of Lubbock. I recommended that Kristen reach out to Brent Hogan or his supervisor and Kristen informed me that she did not know either of them. Kristen let me know that there was nothing she could do outside of escalating this to City Manager Jarrett Atkinson and suggested I contact Tim Collins.

After our meeting, I reached out to the County of Lubbock and spoke with Jennifer Davidson, Director of Public Works, who is also Brent's supervisor. Jennifer informed me that the County oversees all septic permits including those inside the City of Lubbock. Jennifer assured me that the proper permit was obtained and provided a copy of the permit (attached). In addition, Jennifer stated that Brent was an experienced inspector since 2017 and was well aware of septic permits inside and outside of the City of Lubbock. Jennifer informed me that there are many instances where a manufactured home with a septic are installed in the City of Lubbock and are located on lots under one acre and outside of a trailer park. This aligns with what Brent Hogan informed me of on multiple occasions.

Again, I am requesting for the City of Lubbock to allow me to keep my new manufactured home located at 8605 6th street as I have invested lots of money and effort to make this my home. If the City is unable to permit this, I will seek legal counsel to resolve this matter as I have well-documented evidence that I communicated my intentions of placing a manufactured home on this lot with the Lubbock County Inspector, local businesses, and other professionals at every portion of the journey.

Thank you,
Olga Agundiz

806-336-5133

Olga Agundiz|VP-Lending Compliance Officer
Certification(s): CRCM
Compliance
Tel: 806-792-7101| Ext: 2396| 800 Our Bank
Direct Line: 806-503-6085
Email: OAgundiz@city.bank

Confidentiality Notice: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please delete this message immediately and advise the sender that you have received this message in error by reply e-mail or by calling 1-800-687-2265. Thank you for your cooperation.

From: Kristen Sager <ksager@mylubbock.us>
Sent: Tuesday, August 13, 2024 8:20 AM
To: Olga Agundiz <OAgundiz@city.bank>; Cassie Bermea <CassieBermea@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>
Cc: Margaret Beltran <mbeltran@mylubbock.us>; Victor Escamilla <vescamilla@mylubbock.us>
Subject: RE: 8605 6th Street

***** Caution: External Email *****

Let's meet tomorrow here in our office at Citizens Tower (1314 Avenue K) at 3:00 p.m. Our office is located on the first floor in the Development Services area. From the main lobby, come down the long hallway next to Avenue K and you will see the Development Services desk on the left. I will send you a calendar invite in Outlook as well.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

From: Olga Agundiz <OAgundiz@city.bank>
Sent: Tuesday, August 13, 2024 8:15 AM
To: Kristen Sager <ksager@mylubbock.us>; Cassie Bermea <CassieBermea@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>
Cc: Margaret Beltran <mbeltran@mylubbock.us>; Victor Escamilla <vescamilla@mylubbock.us>
Subject: RE: 8605 6th Street

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

***** Caution: External Email *****

Good morning,

I am available anytime today or tomorrow. I would prefer to meet in person to discuss. Please let me know what time works best for you.

Thank you,
Olga

Olga Agundiz | VP-Lending Compliance Officer
Certification(s): CRCM
Compliance
Tel: 806-792-7101 | Ext: 2396 | 800 Our Bank
Direct Line: 806-503-6085
Email: OAgundiz@city.bank

Confidentiality Notice: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please delete this message immediately and advise the sender that you have received this message in error by reply e-mail or by calling 1-800-687-2265. Thank you for your cooperation.

From: Kristen Sager <ksager@mylubbock.us>
Sent: Tuesday, August 13, 2024 7:59 AM
To: Olga Agundiz <OAgundiz@city.bank>; Cassie Bermea <CassieBermea@mylubbock.us>; Robert Wallace

<RWallace@mylubbock.us>
Cc: Margaret Beltran <mbeltran@mylubbock.us>; Victor Escamilla <vescamilla@mylubbock.us>
Subject: RE: 8605 6th Street

***** Caution: External Email *****

Good Morning Ms. Agundiz,

My name is Kristen Sager and I am the Director of Planning for the City of Lubbock. I was out of the office last week, but I have read your email and spoken with staff about your situation. I would be happy to meet with you or call you to discuss further, whichever is easier for you. Please let me know your availability this week.

Thank you,

Kristen Sager, MPA, AICP
Director of Planning
O: (806) 775-2109
ksager@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

From: Olga Agundiz <OAgundiz@city.bank>
Sent: Wednesday, August 07, 2024 12:42 PM
To: Cassie Bermea <CassieBermea@mylubbock.us>; Kristen Sager <ksager@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>
Cc: Margaret Beltran <mbeltran@mylubbock.us>; Victor Escamilla <vescamilla@mylubbock.us>
Subject: RE: 8605 6th Street

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

***** Caution: External Email *****

Hello,

The following is a detailed explanation regarding my purchase of land at 8605 6th Street. On Feb. 26, 2024, I purchased an empty lot with a water well installed on Oct. 9, 2022. My intention for the lot was to purchase a manufactured home to live in.

On Feb. 9, 2024, before purchasing the lot, I spoke with Trevor Overman with the City of Lubbock. Trevor informed me that the lot did not have access to city water or sewer and that there were no plans to connect the lot due to cost. Trevor also stated that a well and septic tank were not allowed since the lot was under one acre. My realtor contacted the seller's realtor, who said this was inaccurate and told us to contact Brent Hogan with Lubbock County. I contacted Brent on Feb. 9, 2024, and he informed me that this lot was platted before 1985, which made it eligible for a well and septic. He explained that the property was previously outside the city limits, thus grandfathered in and an exception to current codes. At that time, Brent asked me about my plans for the lot. I informed him that I would purchase a manufactured home to live in. Brent confirmed that this was acceptable and stated that he was in charge of approving such requests and that Trevor did not know the codes concerning this land.

Because I wanted further confirmation before spending additional money on this project, my realtor and I confirmed with Hub City Title that there were no land restrictions. This was included as a condition in the sales contract. Hub City Title also knew that I intended to purchase a manufactured home to live in.

On April 24, 2024, I contacted Brothers Septic Systems to install a septic tank. Their services included obtaining a permit from Lubbock County. Part of the permit process was to inform Brothers Septic of my intentions for the property. Again, I told them I would purchase a manufactured home to live in. The septic was installed, and a permit was obtained.

On May 20, 2024, I contacted Brent Hogan again to confirm that I was allowed to place a new manufactured home on the lot. He said I could do so because the lot was platted before 1985. I asked if I needed any documentation, such as a permit, before purchasing the home. He said no permit was required, and I should "just get it done." I bought the new manufactured home from Mustang Home and Land in Lubbock on June 13, 2024. I also confirmed with Mustang Home and Land that no permit was required as part of the purchase or delivery process. They said no permit was necessary and that they were aware of all applicable regulations regarding purchasing and delivering manufactured homes in Lubbock. Mustang Home and Land delivered and set up the manufactured home on June 18, 2024.

On July 1, 2024, South Plains Electric Coop installed new electric poles on the lot. SPEC engineer Ryan Rodriguez oversaw the installation. Ryan and SPEC were onsite after the manufactured home was on the lot, and they had no questions or concerns about the home's presence.

On July 9, 2024, I contacted Lee Electric to connect the electricity from the SPEC pole to the home. Greg with Lee Electric did not have any questions or objections related to the manufactured home. Greg contacted me on Aug. 5, 2024, to let me know that an electrical inspector with the City of Lubbock named Joe was onsite to inspect the electrical job performed by Lee Electric. The next thing I heard was that Joe red-tapped the project because the city did not allow it. I then contacted the City Inspection department to speak with Joe and was referred to City Planner Cassie Bermea. She suggested I contact Gary with the County of Lubbock to obtain the documentation related to the platting of the land. On Aug. 6, 2024, I spoke with Gary, and he informed me that the land at 8506 6th Street and all other lots in the area were never platted, contradicting what Brent told me on Feb. 9, 2024. I asked why the subdivision had manufactured homes on lots (all less than one acre with a well and septic). He said that is typical for subdivisions like this because they are "play-like" subdivisions that never actually filed a plat and dedication deed with the City.

My frustration with the current situation is that I reached out to multiple professionals and companies to make sure I was allowed to purchase and live in a manufactured home on this property. The County of Lubbock, my realtor, Hub City Title, Brothers Septic, South Plains Electric Co-op, and Lee Electric all knew my intention for this land, and no one informed me that a manufactured home was not allowed; in fact, several of the above mentioned told me it was allowed.

The manufactured home adds value to the subdivision despite being surrounded by old, dilapidated structures, including other manufactured homes. I have invested over $100,000, along with much time and effort, into making this a home, and I am very disheartened to be told after the project completion that all the work is not allowed.

Along with this detailed account, I have included photos of my manufactured home and the surrounding homes to show that my home is in better condition than the other structures in the area and adds value to the subdivision.

This well-documented account shows that I communicated my intentions of placing a manufactured home on this lot with the Lubbock County Inspector, local businesses, and other professionals at every portion of the journey. I request an exemption to complete this project and move into this home.

Thank you,

Olga Agundiz

City Bank MORTGAGE

Olga Agundiz | VP-Lending Compliance Officer
Certification(s): CRCM
Compliance
Tel: 806-792-7101| Ext: 2396| 800 Our Bank
Direct Line: 806-503-6085
Email: OAgundiz@city.bank

City Bank EQUAL HOUSING LENDER FDIC

Confidentiality Notice: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please delete this message immediately and advise the sender that you have received this message in error by reply e-mail or by calling 1-800-687-2265. Thank you for your cooperation.

From: Cassie Bermea <CassieBermea@mylubbock.us>
Sent: Tuesday, August 6, 2024 11:33 AM
To: Kristen Sager <ksager@mylubbock.us>; Robert Wallace <RWallace@mylubbock.us>; Olga Agundiz <OAgundiz@city.bank>
Cc: Margaret Beltran <mbeltran@mylubbock.us>; Victor Escamilla <vescamilla@mylubbock.us>
Subject: 8605 6th Street

***** Caution: External Email *****

Good afternoon everyone,

This email pertains to the property located at 8605 6th Street, zoned SF-2 which currently sits on 0.69 acres and remains unplatted. I have not located a variance that permits a mobile home on this parcel. A new mobile home is presently placed on the property; however, Joe, the electrical inspector, cannot approve electricity for the site.

I discussed the situation with Olga and informed her that, from a planning and zoning perspective, the property has not been platted, and a mobile home is not permitted on this lot. She mentioned that she has been in communication with Bret Hogan a county inspector, who told her that placing a mobile home was allowed and

that there should not be any issues because it was platted before 1985 making her eligible to install the water and septic system. I spoke with Bret this morning and he was not able to provide any information on being able to locate a plat or the reasoning behind providing this information to Olga.

I also spoke with Victor, who mentioned that he is unable to speak with Olga due to his busy schedule. Olga has requested that this matter be escalated to a higher level. She is aware that Kristen is currently out of the office and is willing to wait until she returns to discuss the matter further.

I have included Olga in this email so she can provide additional details regarding the situation. Her contact information is 806-336-5133

Best Regards,

Cassie Bermea
Planner
O: (806) 775-2096
cassiebermea@mylubbock.us
1314 Avenue K
Lubbock, TX 79401

Notes provided by Kristen Sager at 8/14/24 meeting

On Feb. 9, 2024, before purchasing the lot, I spoke with Trevor Overman with the City of Lubbock. Trevor informed me that the lot did not have access to city water or sewer and that there were no plans to connect the lot due to cost. Trevor also stated that a well and septic tank were not allowed since the lot was under one acre. – This is correct.

My realtor contacted the seller's realtor, who said this was inaccurate and told us to contact Brent Hogan with Lubbock County. I contacted Brent on Feb. 9, 2024, and he informed me that this lot was platted before 1985, which made it eligible for a well and septic. – Not applicable since it is inside city limits.

He explained that the property was previously outside the city limits, thus grandfathered in and an exception to current codes. – Not applicable since it is inside city limits.

At that time, Brent asked me about my plans for the lot. I informed him that I would purchase a manufactured home to live in. Brent confirmed that this was acceptable and stated that he was in charge of approving such requests and that Trevor did not know the codes concerning this land. – This is entirely false. Brent has no authority to approve land uses inside city limits. The County does not have jurisdiction inside city limits.

Because I wanted further confirmation before spending additional money on this project, my realtor and I confirmed with Hub City Title that there were no land restrictions. – It's possible there are no deed restrictions, but since the property is inside city limits, it is subject to City ordinances and zoning regulations.

This was included as a condition in the sales contract. Hub City Title also knew that I intended to purchase a manufactured home to live in. – They should have advised you to speak with the City regarding the zoning of the property.

On April 24, 2024, I contacted Brothers Septic Systems to install a septic tank. Their services included obtaining a permit from Lubbock County. Part of the permit process was to inform Brothers Septic of my intentions for the property. Again, I told them I would purchase a manufactured home to live in. The septic was installed, and a permit was obtained.

On May 20, 2024, I contacted Brent Hogan again to confirm that I was allowed to place a new manufactured home on the lot. He said I could do so because the lot was platted before 1985. – Again, he is providing entirely inaccurate information and should have directed you to contact the City.

I asked if I needed any documentation, such as a permit, before purchasing the home. He said no permit was required, and I should "just get it done." – Again, he is providing entirely inaccurate information and should have directed you to contact the City.

I bought the new manufactured home from Mustang Home and Land in Lubbock on June 13, 2024. I also confirmed with Mustang Home and Land that no permit was required as part of the purchase or delivery process. They said no permit was necessary and that they were aware of all applicable regulations regarding purchasing and delivering manufactured homes in Lubbock. Mustang Home and Land delivered and set up the manufactured home on June 18, 2024. – They provided entirely inaccurate information and should have directed you to the City.

On July 1, 2024, South Plains Electric Coop installed new electric poles on the lot. SPEC engineer Ryan Rodriguez oversaw the installation. Ryan and SPEC were onsite after the manufactured home was on the

lot, and they had no questions or concerns about the home's presence. On July 9, 2024, I contacted Lee Electric to connect the electricity from the SPEC pole to the home. Greg with Lee Electric did not have any questions or objections related to the manufactured home.

Greg contacted me on Aug. 5, 2024, to let me know that an electrical inspector with the City of Lubbock named Joe was onsite to inspect the electrical job performed by Lee Electric. The next thing I heard was that Joe red-tapped the project because the city did not allow it. I then contacted the City Inspection department to speak with Joe and was referred to City Planner Cassie Bermea. She suggested I contact Gary with the County of Lubbock to obtain the documentation related to the platting of the land.

On Aug. 6, 2024, I spoke with Gary, and he informed me that the land at 8506 6th Street and all other lots in the area were never platted, contradicting what Brent told me on Feb. 9, 2024. I asked why the subdivision had manufactured homes on lots (all less than one acre with a well and septic). He said that is typical for subdivisions like this because they are "play-like" subdivisions that never actually filed a plat and dedication deed with the City. – It's possible a drawing or survey had been created to divide the area, but a legal subdivision plat of record which takes into account infrastructure was never filed and recorded with the County Clerk's Office.

My frustration with the current situation is that I reached out to multiple professionals and companies to make sure I was allowed to purchase and live in a manufactured home on this property. The County of Lubbock, my realtor, Hub City Title, Brothers Septic, South Plains Electric Co-op, and Lee Electric all knew my intention for this land, and no one informed me that a manufactured home was not allowed; in fact, several of the above mentioned told me it was allowed.

The manufactured home adds value to the subdivision despite being surrounded by old, dilapidated structures, including other manufactured homes. I have invested over $100,000, along with much time and effort, into making this a home, and I am very disheartened to be told after the project completion that all the work is not allowed.

Along with this detailed account, I have included photos of my manufactured home and the surrounding homes to show that my home is in better condition than the other structures in the area and adds value to the subdivision.

This well-documented account shows that I communicated my intentions of placing a manufactured home on this lot with the Lubbock County Inspector, local businesses, and other professionals at every portion of the journey. I request an exemption to complete this project and move into this home.

Brief history of the property:

- Annexed September 27th, 1984 and zoned Transition District (T)
- Rezoned to Single-Family District (R-1) on October 10th, 1985 with Ordinance 8827.
- Rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code (UDC) on May 9th, 2023 (effective October 1st, 2023) with Ordinance 2023-00054.
- Property has not been platted. Appears to possibly be Tract 19, West Fourth Street Addition. County Clerk can verify what they have on file.

Contact Info

Email: TCollins@mylubbock.us

Phone: (806) 775-2031

Mailing Address:

Tim Collins

City of Lubbock

P. O. Box 2000

Lubbock, Texas 79457

NOTICE OF APPROVAL TO OPERATE ON-SITE SEWAGE FACILITY (OSSF)

THIS SERVES TO NOTIFY ALL PERSONS THAT THE ON-SITE SEWAGE FACILITY OWNED BY

Olga Agundiz

LOCATED AT:

8605 2 6th St.

IN LUBBOCK COUNTY, TEXAS
HAS SATISFIED DESIGN, CONSTRUCTION, AND INSTALLATION REQUIREMENTS OF LUBBOCK COUNTY THEREFOR, LUBBOCK COUNTY

LICENSE NUMBER:

OS0033331

IS HEREWITH ISSUED TO

Jamila Branch

FOR THE OPERATION OF THE ABOVE IDENTIFIED ON-SITE SEWAGE FACILITY

THIS OSSF IS DESIGNED AND SIZED TO TREAT AND DISPOSE OF A MAXIMUM WASTEWATER FLOW OF 240 GALLONS/DAY OF Residential STRENGTH WASTE WATER

THE FOLLOWING CONDITIONS TO PERMIT MUST BE MET FOR PERMIT ISSUANCE

ANY MODIFICATIONS TO THE STRUCTURE OF SYSTEM COMPONENTS MAY REQUIRE A NEW PERMIT.

Approved by: Mary Mitchell

Date: 5/22/24

Lubbock County

Septic Permit Details

Permit No: OSSF-30455

Property Owner Information:

Property Owner:	Olga Agundiz	**Address:**	403 Ranger St. Wolfforth, Tx 79382
Email:	o.agundiz@gmail.com	**Phone Number**	806-336-5133

Property Information:

Site Location: 8605 2 6th St.

Directions:

LCAD No:	R134124	**Block:**	D6	**Section:**	2
Lot/Tract:	TR 19	**Subdivision:**	West Fourth Street Add.	**Area (acres):**	0.692

Variance requested? (Variance required if lot area less than 1 acre): No

Plat Date:

Unplatted subdivision - date lot subdivided:

Contractor Contacts:

Installer Name: BRANCH, JAMILA

Installer License Number: OS0033331

Builder Name: Olga Agundiz

Builder Phone Number: 806-336-5133

Designer Name:

Designer Registration Number:

Water Usage Rate - Construction Standards Table:

Water-saving devices installed?: ☑

Water Supply: Private

Property Type: Residential

Construction Type: New System Install

Number of bedrooms: 3

Square footage of living area: 1700

Type of facility:

Usage rate (gallons/day): 240

Site Evaluaton:

Site Evaluator: BROTHERS, OTIS ODELL

Site Evaluator Registration Number: OS0011656

Site Evaluation Date: 5/7/2024

Drainelines

Pipe Length	Pipe Size	Pipe Type
5'	3	PVC SDR 26

Tanks

Required Tank Capacity (gallons)	Proposed Tank Capacity (gallons)	Tank Manufacturer	Tank Type	Riser Diameter (inches)	Depth to Top of Tank (inches)	Riser Height	Comments
750	1250	Brothers Septic – Lubbock, TX	Precast Concrete	12	25"	Above Surface	

Soil Boring 1

Starting Excavation Depth (inches)	Ending Excavation Depth (inches)	Soil Class
0 inches	84 inches	II Sandy Loam

Soil Boring 2

Starting Excavation Depth (inches)	Ending Excavation Depth (inches)	Soil Class
0 inches	84 inches	II Sandy Loam

Soil Boring 3

Starting Excavation Depth (inches)	Ending Excavation Depth (inches)	Soil Class

Soil Boring 4

Starting Excavation Depth (inches)	Ending Excavation Depth (inches)	Soil Class

Effluent Disposal System

Type: Leaching Chambers

Area Required (square feet):	720	**Area Provided (square feet):**	720
Drainfield Length Required (ft):	144'	**Drainfield Length Provided (ft):**	144'
Distance from any Water line(ft):	>10'	**Distance to water well (ft):**	>100'
Distance from North Property Line (ft):	>100'	**Distance from South Property Line (ft):**	46'
Distance from East Property Line (ft):	93'	**Distance from West Property Line (ft):**	28'

Comments:

Distance between each drainlines (ft) (min of 3 ft)	**Depth to top of drainline (inches)**
5'	37"

Pipe from Tank to Effluent Disposal System:

Length (feet): 18' **Pipe size (inches):** 3 **Pipe type:** PVC SDR 26

Payment Information:

Receipt or Transaction Number: **Invoice Amount:**

CITY OF LUBBOCK
OSSF SOIL EVALUATION FORM

Property owner: Agundiz

Site Location/Address: 8605 - 16th ST

Name of Site Evaluator: Otis Brothers **Registration No.** OS0011656

Date Site Evaluation Performed: 5-7-24 **Proposed Depth of Excavation:** 84 inches

*At least two soil evaluations must be performed on the site, at opposite ends of the proposed disposal area.

*Soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth.

*Please describe each soil horizon and identify any restrictive features in the space provided below. Draw lines at the appropriate depths.

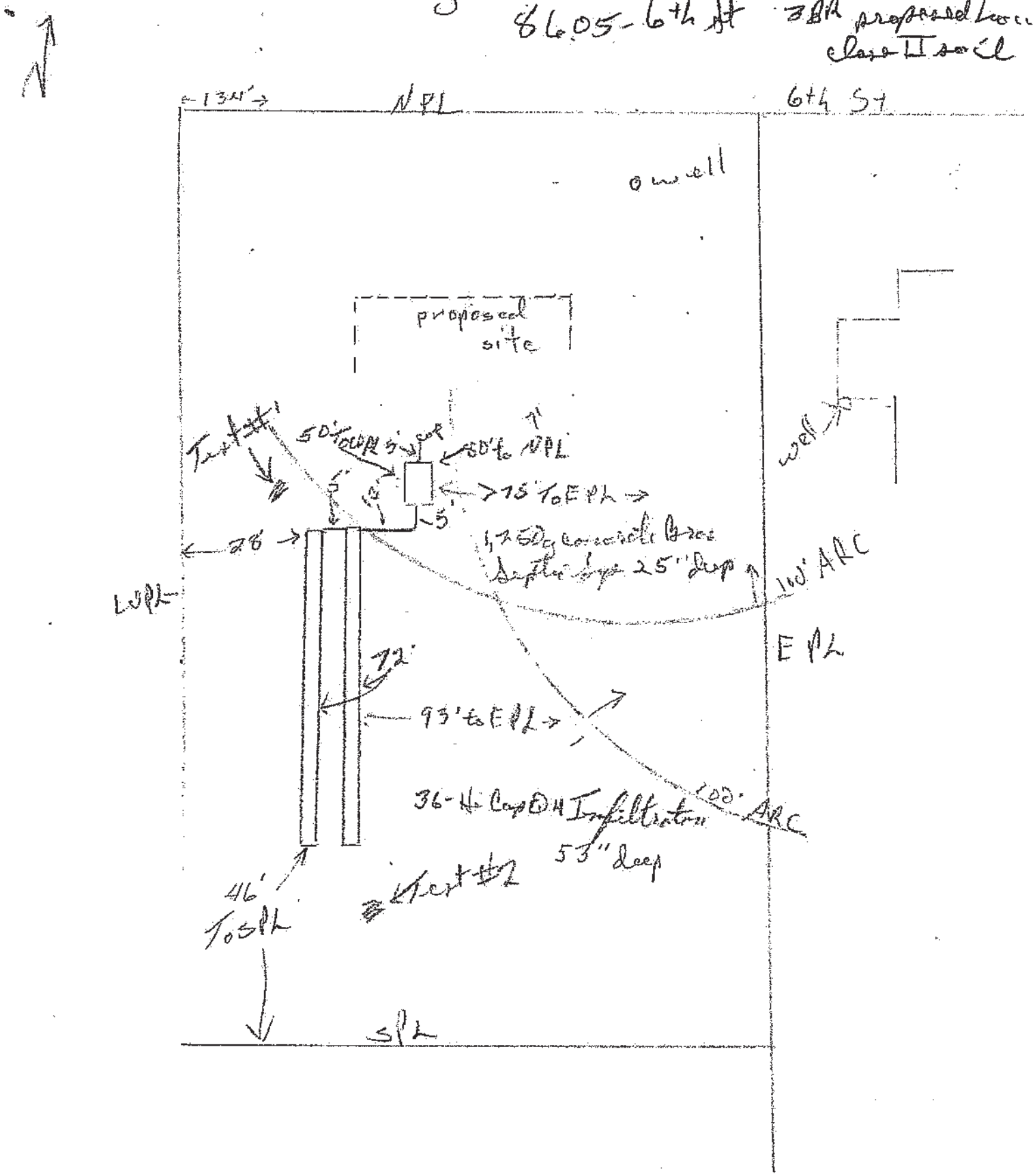
Soil Boring No. 1

Depth (inches)	Textural Class	Structure (if applicable)	Drainage Mottles/ Water Table?	Restrictive Horizon?	Comments
0 -	II	sandy	NA	NA	
12 -		blocky			
24 - 30		loam	131+		
36 -	II	sandy			
48 -		prismatic			
60 -		loam			
72 - 60	II	sandy			
84+		calcine			
		& gravel			

Soil Boring No. 2

Depth (inches)	Textural Class	Structure (if applicable)	Drainage Mottles/ Water Table?	Restrictive Horizon?	Comments
0 -	II	sandy			
12 -		blocky			
24 - 36		loam			
36 -	II	sandy			
48 -		prismatic			
60 -		loam			
72 -	II	sandy			
84+		calcine			
		& gravel			

Agundiz
8605-6th St 3BR proposed house
Class II soil



Authorization to Contruct an On-Site Sewage Facility

Issue Date: 5/16/2024 **Permit No:** OSSF-30455

Issued To: Jamila Branch **Receipt Number:** 181465591

Property Type: Residential **Contruction Type:** New System Install

To start contruction of an on-site sewage facility located at:

Block: D6 **Section:** 2 **Lot/Tract:** TR 19

Subdivision: West Fourth Street Add. **LCAD No:** R134124

Approved minimum sizes described below and per design submitted

Tank Size:(gallons) **Manufacturer:**

Type of System: Leaching Chambers

Application Drainfield Area (sq. ft.) 720

Square footage required: 144'

This authorization gives permission for the construction of the above referenced on-site facility to commence. Installation must comply with current TCEQ and Lubbock County Requirements.

Issued By: Mary Mitchell

Authorization Valid For One Year From Date Issued

Lubbock County

On-Site Sewage Facility Inspection Report

Inspection Date: **Permit No:** OSSF-30455

Installer: BRANCH, JAMILA **License Number:** OS0033331

Property Owner: Olga Agundiz

Address: 403 Ranger St. Wolfforth, Tx 79382

Email: o.agundiz@gmail.com

Subdivision: West Fourth Street Add. **Lot/Tract:** TR 19 **Block:**

Acerage or size of lot: 0.692 **Section:**

Site Location: 8605 2 6th St.

Variance? No

Sewerline:

Meets minimum standards and design criteria: Yes

Comments:

Septic Tank:

Type of Tank	Proposed Tank Capacity	Actual Tank Capacity	Manufacturer Name
Precast Concrete	1250	750	Brothers Septic – Lubbock, TX

Meets minimum standards and design criteria: Yes

Comments:

Drainline from septic tank to drainfield:

Meets minimum standards and design criteria: Yes

Comments:

Drainfield:

Type of drainfield: Leaching Chambers

Area required: 720

Area Provided: 720

Comments:

Installer: Jamila Branch OS0033331
OSSF-30455
LCAD # R134124
Block: D6 Section: 2 Lot/Track: TR 19

Olga Agundiz
8605 2 6th St
As Built by Brothers Septic Systems

N

>80' To NPL

Well
90' to Tank
102' to DF

Proposed
House

3'
3" SDR 26
6'
4" SDR 35 → 6'

1250 Gal Brothers Septic Tank
27" Tank to Surface
3" Risers Above Ground
12" Diameter

42' To WPL

75' To EPL

72'

36 Hi Cap Q4
Infiltrator Panels
48" Deep

42' To SPL

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-NN***

In Favor ____

Opposed ✓

Reasons and/or Comments:

After giving it some taught I am Opposed
Because its going to Lower the Value of my Property

Print Name Guadalupe Robledo

Signature: Guadalupe Robledo

Address: 8609 6th St. Lubbock Tx. 79416

Address of Property Owned: 8609 6th St. Lubbock Tx. 79416

Phone Number: 806) 789-1062

Email: ____

Zone Case Number: **2538-NN** R133943 Recipient 22 of 34
ROBLEDO, GUADALUPE E
8609 6TH ST

LUBBOCK TX 79416-6207

RECEIVED
NOV 27 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-NN***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Having a manufactured home in a neighborhood will make everyone's property value down. There are plenty of mobile home parks that will accomodate manufactured homes

Print Name Becky Steelman - ROBERT STEELMAN

Signature: Becky Steelman - Robert Steelman

Address: 8612 - 6th St 79416

Address of Property Owned: 8612 - 6th St

Phone Number: 806-470-9660

Email: becky.steelman@yahoo.com

Zone Case Number: **2538-NN** R133552 Recipient 19 of 34

STEELMAN ROBERT L & BECKY W
8612 6TH ST

LUBBOCK TX 79416

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-NN***

In Favor ____

Opposed ✓

Reasons and/or Comments:

* Value of property will decrease.
* Safety standars for mobile homes are differeat from homes.
* Mobile homes are considered personal property rathar than a traditional home. tend to depreciate in value over time
* Most of property owner's own their homes, not a good idea for renten's which they dont tempt to keep up with their homes

Print Name Janie Alvarado

Signature: Janie Alvarado

Address: 4610 Jarvis St, Lubbock, TX 79416

Address of Property Owned: 8606 - 84th

Phone Number: 806-559-5390

Email: janie.alvarado@yahoo.com

Zone Case Number: **2538-NN** R134812 Recipient 45 of 66

ALVARADO, JANIE
4610 JARVIS ST
LUBBOCK TX 79416

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2025-O0014, for Zone Case 2627-J, a request of David Mobley for Julie McMahan, for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at 6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 2024, and recommended approval of the request by a vote of 7-1-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2627-J
Staff Report 2627-J
Documentation 2627-J

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. 2627-J; A ZONING CHANGE FROM HC TO HC SPECIFIC USE FOR A SMOKE SHOP, AT 6319 19TH STREET, LOCATED SOUTH OF 19TH STREET AND EAST OF LA SALLE AVENUE, WEST END PLACE ANNEX ADDITION, BLOCK 2, LOTS 5 AND 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 2627-J

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 **HC** to **HC Specific Use** for **a Smoke Shop** zoning district at **6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6**, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 2023-O0054, as

amended, including particularly, but not limited to, Section 39.07.012 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **HC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 39.02.019 and Table 39.02.016-1 of Codified Zoning Ordinance No. 2023-O0054 on the property described as **6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/Zones/ZC2627-J
December 5, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 2627-J
City Council Meeting	January 14, 2025

Applicant David Mobley

Property Owner Julie McMahan

Council District 6

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: The subject property was annexed into city limits and zoned Transition District (T).
- May 12, 1960, Zone Case 830, Ordinance No. 3125: The subject property was rezoned from T to Local Retail District (C-2).
- November 26, 1963, Zone Case 1164, Ordinance No. 4237: The subject property was rezoned from C-2 to General Retail District (C-3).
- April 13, 1989, Zone Case 2627, Ordinance No. 9264: The subject property was rezoned from C-3 to Commercial District (C-4).
- October 12, 2000, Zone Case 2627-E, Ordinance No. 2000-O0053: The subject property was rezoned from C-4 to C-4 Specific Use for vet clincs and pet boarding kennels.
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from C-4 Specific Use to Heavy Commercial District (HC) with the adoption of the Unified Development Code (UDC).
- December 5, 2024, Zone Case 2627-J: The Planning and Zoning Commission recommended approval of a zone change from HC to HC Specific Use for a smoke shop by a vote of 7-1-0.

Notification Summary

- Notifications Sent: 38
- Received In Favor: 2
- Received In Opposition: 4

Site Conditions and History

The subject property was platted on May 22, 1950, as West End Place Annex Addition, Block 2, Lots 5 and 6 and is currently developed with a commercial building, built in 2000.

Adjacent Property Development

The properties to the north and east are zoned Heavy Commercial District (HC) and are developed with restaurants. The property to the south is zoned Low Density Sinlge-Family District (SF-2) and is developed with a residential neighborhood. To the west, the properties are zoned SF-2 and Neighborhood Commercial District (NC) and are developed with a duplex and a single-family home.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6. The applicant is requesting a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop.

Current zoning: **Heavy Commercial District (HC)**

Requested specific use: **Heavy Commercial District (HC) Specific Use for a smoke shop**

Intent Statements
The purpose of the 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. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

The purpose of a Specific Use approval is "to ensure that a use that generally deemed incompatible with permitted uses in a given zoning district can be considered for approval with certain conditions placed on the use as denoted in the Section [39.02.019]."

Traffic Network/Infrastructure Impacts
The proposed Specific Use location will be along 19th Street and La Salle Avenue. The Master Thoroughfare Plan, 2018 designates 19th Street as a Principal Arterial and La Salle Avenue as a local street. Arterial streets are continuous routes whose function is to serve high-volume needs to local traffic and regional traffic. Local streets typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property
The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development. The applicant is requesting the Specific Use to allow for a smoke shop.

Conformance with Zoning Ordinance
The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed Specific Use, as it would not change the characteristics of the existing commercial development.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Photos
G. Application and Supporting Documentation
H. Notification Responses

Staff Contacts
Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2627-J

Allowable Uses: Heavy Commercial District (HC)

Specific Use for a Smoke Shop

Transportation: The proposed development has access points from 19th Street and La Salle Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street, Principal Arterial, Completed	R.O.W. 130 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
La Salle Avenue, Local Street, Completed	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 6

3.6 **Zone Case 2627-J:** David Mobley for Julie McMahan, request for a zone change from Heavy Commercial District (HC) to Heavy Commercial District (HC) Specific Use for a smoke shop, at:

- 6319 19th Street, located south of 19th Street and east of La Salle Avenue, West End Place Annex Addition, Block 2, Lots 5 and 6.

PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. All required separations are met for this location. Staff has no objection to the request.

APPLICANT DAVID MOBLEY, 1305 Oakridge Avenue, gave comments about the request and answered questions from the Commission.

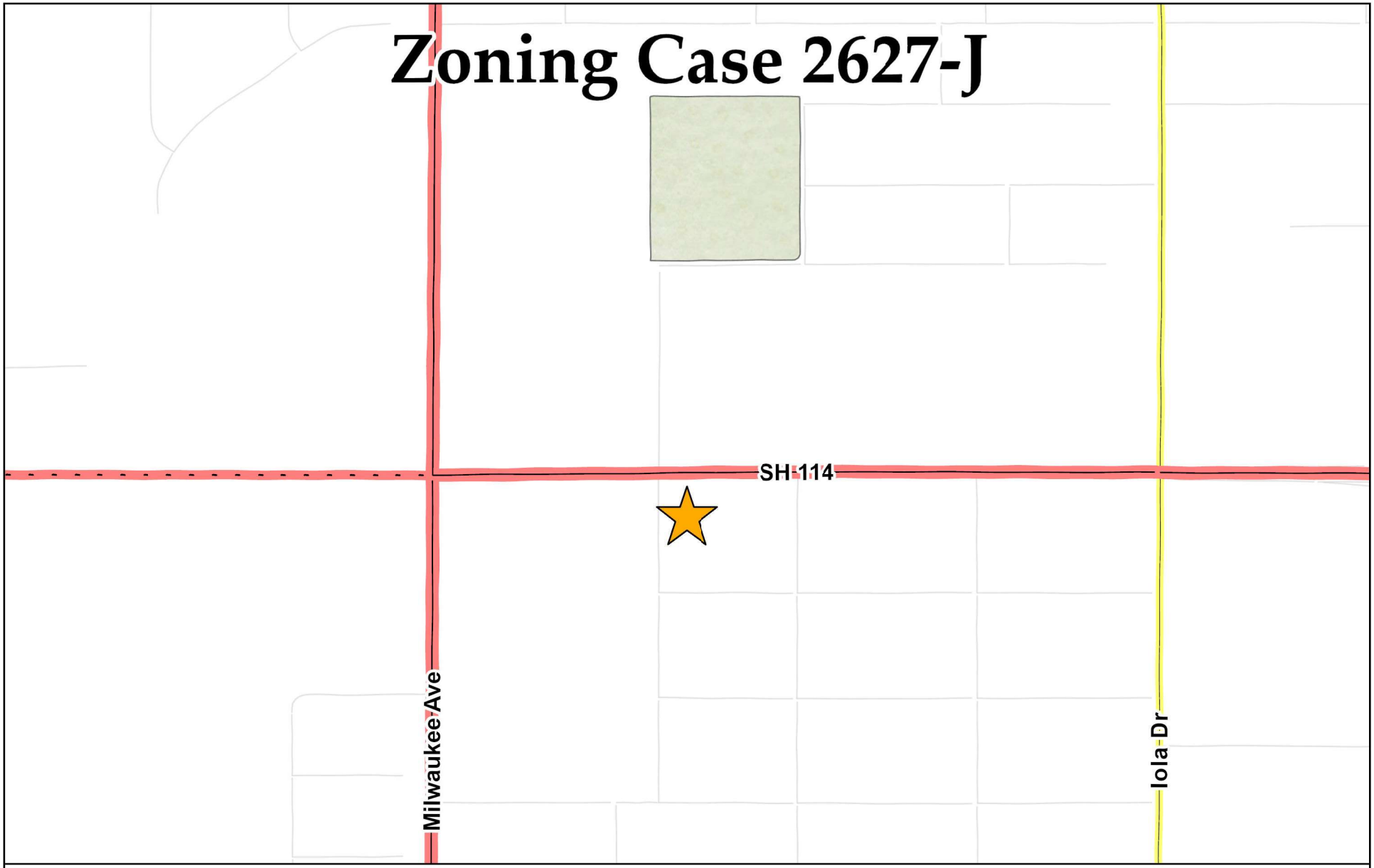
No one appeared to speak in opposition.

IN FAVOR JACK CHAPMAN, 6717 2nd Street, representing the property owner, stated that the proposed smoke shop will have a very professional indoor display with no outrageous colors applied to the exterior of the building. He answered questions from the Commission.

In the matter of **Zone Case 2627-J**, a motion was made by **ROBERT WOOD** and seconded by **TAREK REDWAN** to approve the request as presented. The Commission voted 7 (in favor) to 1 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in opposition.

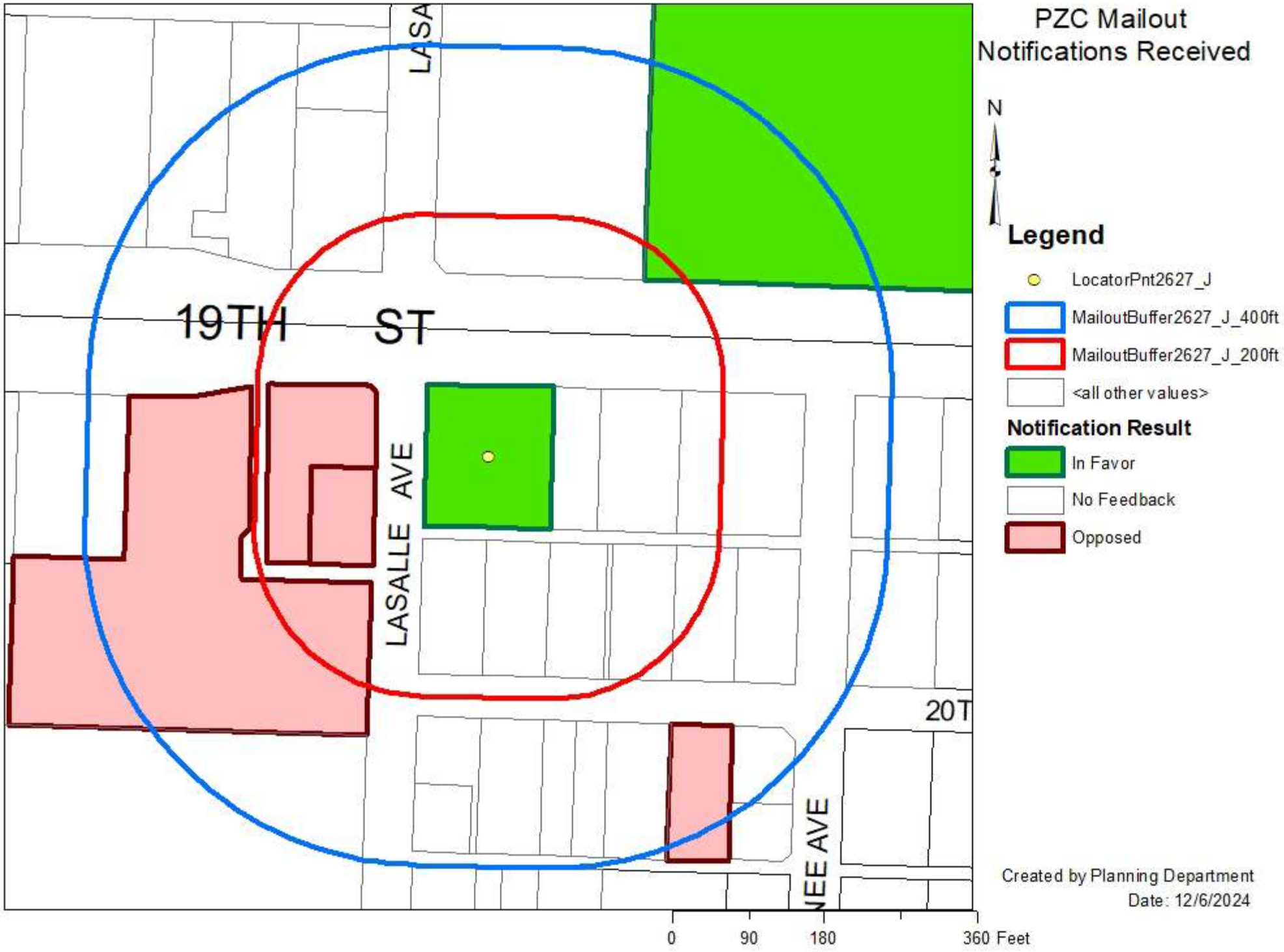
Zoning Case 2627-J



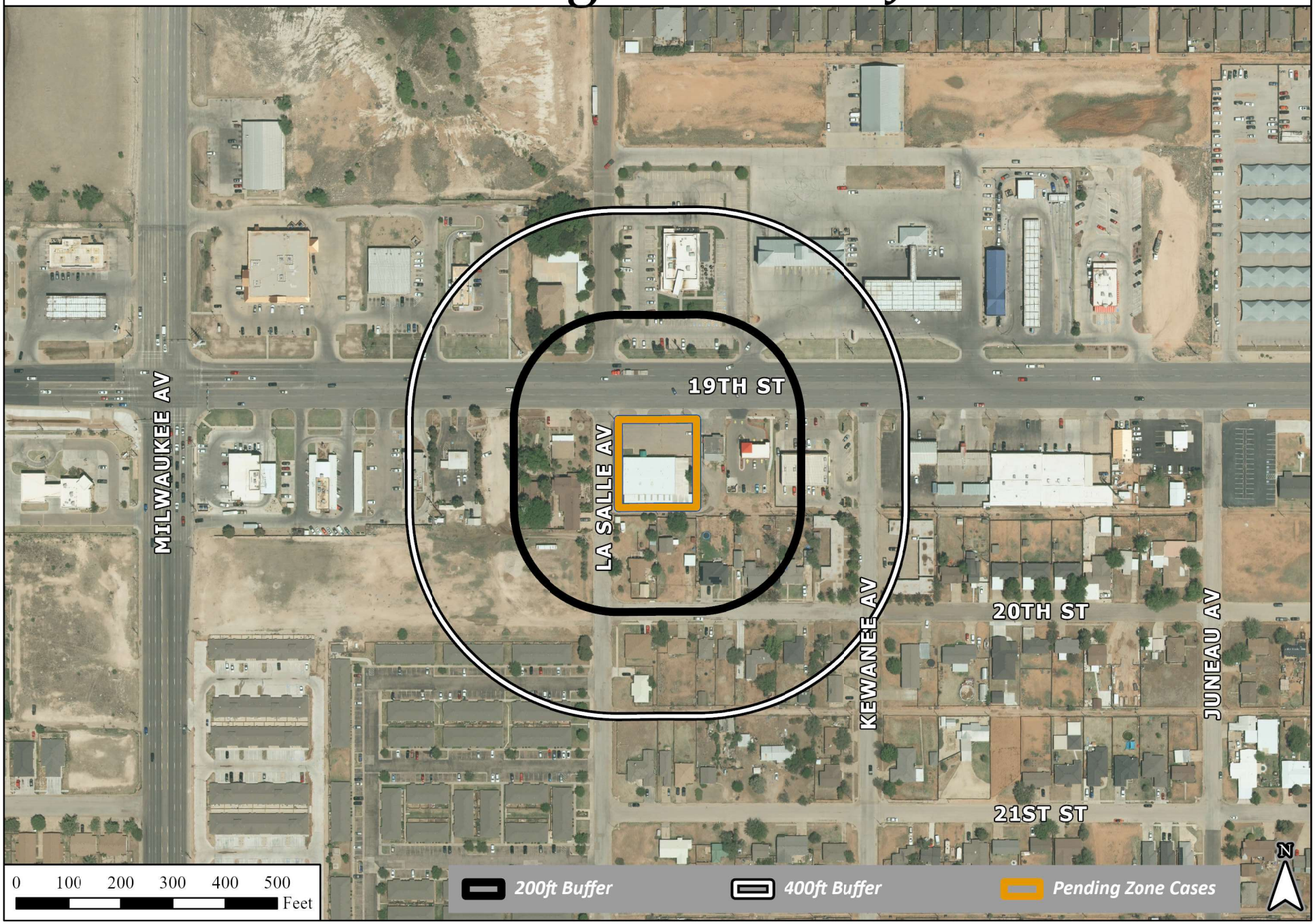
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

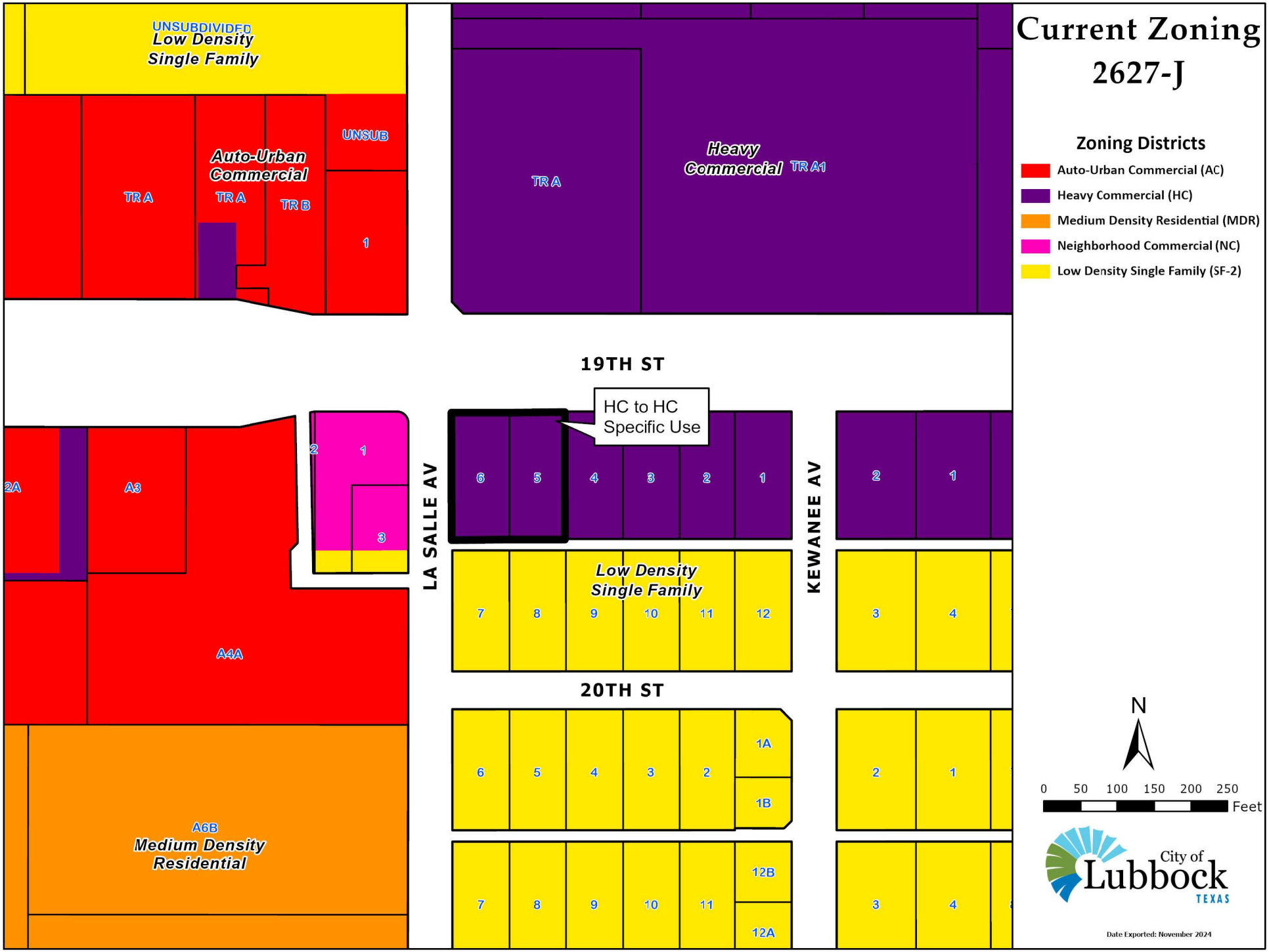
N
W E
S

Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2627_J
MailoutBuffer2627_J_400ft
MailoutBuffer2627_J_200ft
<all other values>
Notification Result
In Favor
No Feedback
Opposed
19TH ST
LASALLE AVE
20T
0
90
180
360 Feet
Created by Planning Department
Date: 12/6/2024

Zoning Case 2627-J




Current Zoning
2627-J
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
UNSUBDIVIDED
Low Density
Single Family
Auto-Urban
Commercial
TR A
TR A
TR B
UNSUB
1
TR A
Heavy
Commercial
TR A1
19TH ST
HC to HC
Specific Use
LA SALLE AV
KEWANEE AV
6
5
4
3
2
1
2
1
2A
A3
2
1
3
A4A
Low Density
Single Family
7
8
9
10
11
12
3
4
20TH ST
6
5
4
3
2
1A
1B
2
1
A6B
Medium Density
Residential
7
8
9
10
11
12B
12A
3
4
N
0 50 100 150 200 250
Feet
City of
Lubbock
TEXAS
Date Exported: November 2024

2627-J



Subject Property. View to the south.



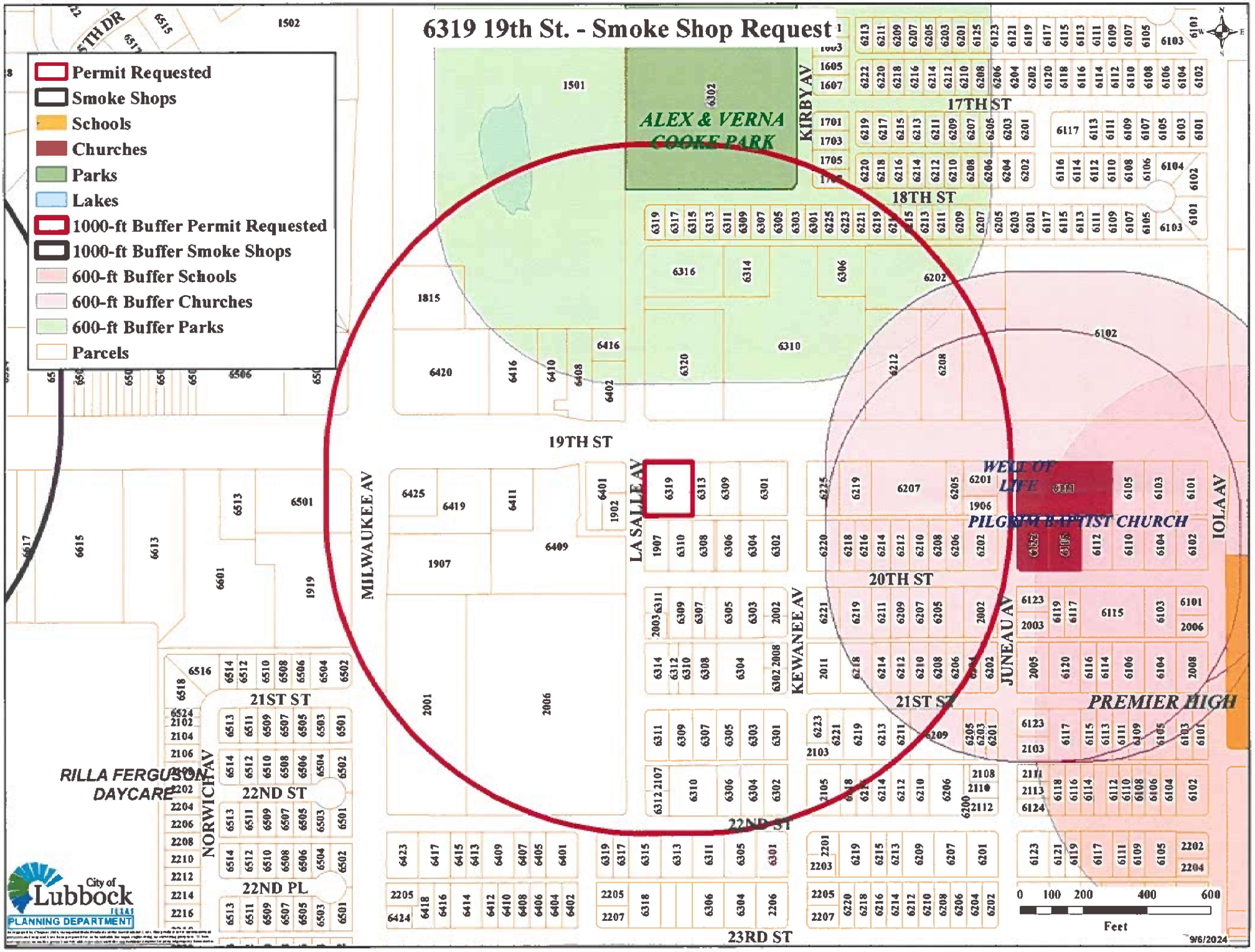
View to the west.



View to the north.



View to the east.


6319 19th St. - Smoke Shop Request
Permit Requested
Smoke Shops
Schools
Churches
Parks
Lakes
1000-ft Buffer Permit Requested
1000-ft Buffer Smoke Shops
600-ft Buffer Schools
600-ft Buffer Churches
600-ft Buffer Parks
Parcels
ALEX & VERNA COOKE PARK
KIRBY AV
17TH ST
18TH ST
19TH ST
20TH ST
21ST ST
22ND ST
22ND PL
23RD ST
MILWAUKEE AV
LASALLE AV
KEWANEE AV
JUNEAU AV
IOLA AV
NORWICH AV
WELL OF LIFE
PILGRIM BAPTIST CHURCH
PREMIER HIGH
RILLA FERGUSON DAYCARE
City of Lubbock TEXAS
PLANNING DEPARTMENT
0 100 200 400 600
Feet
9/6/2024

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6319 19th Street

Lots/Tracts: West End PL ANX BLK 2 L 5 & 6

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: .632231

Existing Land Use: _____ Existing Zoning: HC

Requested Zoning: Smoke Shop

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: David Mobley

Name: David Mobley

Address: 3105 oak ridge Ave City: Lubbock State: TX

ZIP Code: 79407 Telephone: 832-450-1218 Email: mobley92@icloud.com

Applicant's Signature: David M.

Date: 10/8/2024 Printed Name: David Mobley

Owner Information

Firm Name: _____

Owner: Julie McMahan

Address: 6113 78th Street City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-407-4644 Email: 04littlefoot@gmail.com

Property Owner's Signature: Julie McMahan

Date: 10/07/2024 Printed Name: Julie McMahan

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: 2627-J Planning and Zoning Commission Date: Dec 5th

Request for zoning change from: HC To: Specific use smoke shop

Lots: 5 & 6 Blocks: _____

Addition: west end pl ano

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2627-J***

In Favor ___

Opposed /

Reasons and/or Comments:
SMOKE shop PRODUCTS & by-products are very EXPANSIVE, BRINGS & promote unhealthy HABITS & lifestyle.
- this area is very close to schools where young kids are enrolled
- Proximity to AREA Schools is within 1-3 miles radius
- NO BENEFIT to the community, BUT HEALTHY ISSUES SMOKING & Vape Related MUTATIONS including CANCERS SEEMS INEVITABLE for long usage & EXPOSURES

Print Name KEITH LEANO Sr.

Signature: Keith Leano

Address: 1902 La Salle Ave.

Address of Property Owned: 6409 W 19th St. Lubbock, Texas 79407

Phone Number: 806-544-3301

Email: Keithleano@gmail.com

Zone Case Number: **2627-J** R33474 Recipient 28 of 38

LEANO KEITH A & LOURDES L
REVOCABLE LIVING TRUST
1902 LASALLE AVE

LUBBOCK TX 79407

RECEIVED
DEC 03 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2627-J***

In Favor ___

Opposed ✓

Reasons and/or Comments:

- This shop does not sustain and promote holistic healthy habits and lifestyle among younge and school age children.
- Product and by products sold from this shop will cause more harm than good, like smoking and drinking, are habit forming and addicting properties.
- More people will suffer respiratory illnesses such as lung diseases and cancer.
- Is not sustainable economically, more expense to people that does not have sustainable job like students and seasonal workers.

Print Name LOURDES LEANO

Signature: Lourdes Leano

Address: 1902 LA SALLE AVE. LUBBOCK, TX

Address of Property Owned: 6401 19th St. Lubbock, TX 79407

Phone Number: 806 - 368 - 2729

Email: ___

Zone Case Number: **2627-J** R129152 Recipient 18 of 38

LEANO KEITH A & LOURDES L
REVOCABLE LIVING TRUST
1902 LASALLE AVE

LUBBOCK TX 79407

RECEIVED
DEC 03 2024
BY: ___

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2627-J***

In Favor ✓

Opposed ✓

Reasons and/or Comments:

Promotes un-healthy habits to everybody. Exposing everybody to cancer.

Print Name Fedenflor L. Capulog R.N

Signature: Fedenflor L. Capl

Address: 2711 87TH St

Address of Property Owned: 2205 87TH

Phone Number: 806-928-4428

Email: NR112946 @ Yahoo. Co

Zone Case Number: **2627-J** R33428 Recipient 17 of 38

LEANO KEITH A & LOURDES L
REVOCABLE LIVING TRUST
1902 LASALLE AVE

LUBBOCK TX 79407

RECEIVED
DEC 03 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2627-J***

In Favor ____

Opposed X

Reasons and/or Comments:

Concern About the community & potential
tenants that may be able to purchase
products which are not good for them

Print Name Mike Vasquez

Signature: [signature]

Address: 6507 CR 6410

Address of Property Owned: 6303 20th Street

Phone Number: 806-789-2790

Email: VASCO premier properties@gmail.com

Zone Case Number: **2627-J** R38303 Recipient 31 of 38

VASCO PREMIER PROPERTIES LLC
6507 COUNTY ROAD 6410

LUBBOCK TX 79416

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2627-J***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Charles Bolton

Signature: Charles Bolton

Address: 1316 54th

Address of Property Owned: 6310 - 19th

Phone Number: 806 535 3513

Email: loader@boltonoil.com

Zone Case Number: **2627-J** R319392 Recipient 7 of 38

BOLTON OIL CO LTD
1316 54TH ST

LUBBOCK TX 79412

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.:** ***2627-J***

In Favor ✓

Opposed ____

Reasons and/or Comments: I am in favor of this zone change request. Mr. Panjwani has been a great tenant for the last year. I am sure all the neighbors in this area will prefer having this new business as compared to my animal boarding facility that was previously in operation at this location. This new business will be much more quiet.

Print Name Julie McMahan

Signature: Julie McMahan

Address: 6113-78th St.

Address of Property Owned: 6319-19th St.

Phone Number: 806-407-4644

Email: 04littlefoot@gmail.com

Zone Case Number: **2627-J** R38042 Recipient 38 of 38

MC MAHAN, JULIE LYN
6113 78TH ST

LUBBOCK TX 79424-8735

RECEIVED
DEC 05 2024
BY:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2025-O0015, for Zone Case 3509, a request of AMD Engineering, LLC for Lonnie and Vickie Slape, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at 3002 North Frankford Avenue, located east of North Frankford Avenue and north of Ursuline Street, on 14.80 acres of unplatted land out of Block JS, Section 11.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 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 3509
Staff Report 3509
Documentation 3509

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. 3509; A ZONING CHANGE FROM SF-2 TO NC AND HC ZONING DISTRICT AT 3002 NORTH FRANKFORD AVENUE, LOCATED EAST OF NORTH FRANKFORD AVENUE AND NORTH OF URSULINE STREET, ON 14.80 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 11, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 3509

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 **NC and HC** zoning district at **3002 North Frankford Avenue, located east of North Frankford Avenue and north of Ursuline Street, on 14.80 acres of unplatted land out of Block JS, Section 11,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 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

w/cityatt/Kelli/ZoneCase/ZC3509
December 5, 2024

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK JS,
LUBBOCK COUNTY, TEXAS
FOR NC REQUEST

METES AND BOUNDS DESCRIPTION of a 6.78 acre of land tract of land located in Section 11, Block JS, Lubbock County, Texas, being that certain 6.78 acre tract of land conveyed to Lonnie and Vickie Slape, as described in General Warranty Deed recorded in County Clerk's File Number 2007011259 of the Official Public Records of Lubbock County, Texas, being further described by metes and bounds as follows:

1) **BEGINNING** at a point that bears S. 88° 04' 45" W., along the south line of the north half of said Section 11, an approximate total distance of 945.0 feet from the southwest corner of said section 11 and this tract.

2) **THENCE** N. 00° 07' 00" W. an approximate distance of 370.0 feet to a point along the north property line of this tract.

3) **THENCE** N. 89° 54' 00" E. an approximate total distance of 797.4 feet to a point of intersection at the northeast corner of this tract.

4) **THENCE** S. 00° 07' 00" E. an approximate total distance of 370.0 feet to a point of intersection at the southeast corner of this tract.

5) **THENCE** N. 89° 54' 00" W., along the south property line, an approximate total distance of 797.4 feet to the **POINT OF BEGINNING**.

This description was prepared for the purpose of a zoning request and does not represent a survey made upon the ground.

Prepared for: Lonnie Slape
November 13, 2024

240662 – Zone Change Description, Slape - JS/11

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK JS,
LUBBOCK COUNTY, TEXAS
FOR HC REQUEST

METES AND BOUNDS DESCRIPTION of a 8.02 acre of land tract of land located in Section 11, Block JS, Lubbock County, Texas, being that certain 8.02 acre tract of land conveyed to Lonnie and Vickie Slape, as described in General Warranty Deed recorded in County Clerk's File Number 2007011259 of the Official Public Records of Lubbock County, Texas, being further described by metes and bounds as follows:

1) **BEGINNING** at a point in Frankford Avenue at the southwest corner of the north half of said Section 11 and this tract;

2) **THENCE** N. 00° 07' 00" W., along the west line of said Section 11 an approximate distance of 370.0 feet to a point of intersection at the northwest corner of this tract;

3) **THENCE** N. 89° 54' 00" E. an approximate total distance of 945.0 feet to a point along the north property line of this tract;

4) **THENCE** S. 00° 07' 00" E. an approximate distance of 370.0 feet to a point along the south line of the north half of said Section 11.

5) **THENCE** S. 89° 54' 00" W., along the south line of the north half of said Section 11, an approximate total distance of 945.0 feet to the **POINT OF BEGINNING**.

This description was prepared for the purpose of a zoning request and does not represent a survey made upon the ground.

Prepared for: Lonnie Slape
November 13, 2024

240662 – Zone Change Description, Slape - JS/11

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

Planning Department
City of Lubbock

Staff Report	Zone Case 3509
City Council Meeting	January 14, 2025

Applicant AMD Engineering, LLC

Property Owner Lonnie and Vickie Slape

Council District 6

Prior Board or Council Action

- March 24, 2005, Ordinance No. 2005-O0030: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- December 5, 2024, Zone Case 3509: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Neighborhood Commercial District (NC) and Heavy Commercial District (HC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property remains unplatted and vacant.

Adjacent Property Development

The properties to the north and east are zoned SF-2 and remain vacant. The properties to the west are zoned SF-2 and Heavy Commercial District (HC) and are developed with a residential home and vacant land. To the south, the property is zoned SF-2 and is developed with a self-storage facility.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3002 North Frankford Avenue, located east of North Frankford Avenue and north of Ursuline Street. The applicant requests a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Neighborhood Commercial District (NC) and Heavy Commercial District (HC)**

Intent Statements

The purpose of the Low Density Single-Family (SF-2) District is to provide for 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 an 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 resource protection.

The intent of the proposed Neighborhood Commercial (NC) District zoning is "to provide for small-scale retail and moderate density residential uses located away from major intersections (nodes), with building and site design standards that are compatible and have adjacent residential uses."

The intent of the proposed Heavy Commercial (HC) District zoning 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. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along North Frankford Avenue. The Master Thoroughfare Plan, 2018 designates North Frankford Avenue as a Principal Arterial (Modified). Arterial streets 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 "Residential Low Density" land use. While the proposed zone change to NC and HC is not in conformance with this designation, it is appropriate at this location, fronting a major thoroughfare, near established HC zoning, and adjacent to a self-storage facility to the south.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and may need additional public improvements to support the intensity of uses described in the Neighborhood Commercial District (NC) and Heavy Commercial District (HC), as the property remains unplatted.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Response

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3509

Allowable Uses: Heavy Commercial District (HC), Neighborhood Commercial District (NC)

Transportation: The proposed development has an access point from North Frankford Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
North Frankford Avenue, Principal Arterial (Modified), Partially Completed	R.O.W. 120 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 6

3.8 **Zone Case 3509:** AMD Engineering, LLC for Lonnie and Vickie Slape, request for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC) and Heavy Commercial District (HC), at:

- 3002 North Frankford Avenue, located east of North Frankford Avenue and north of Ursuline Street, on 14.80 acres of unplatted land out of Block JS, Section 11.

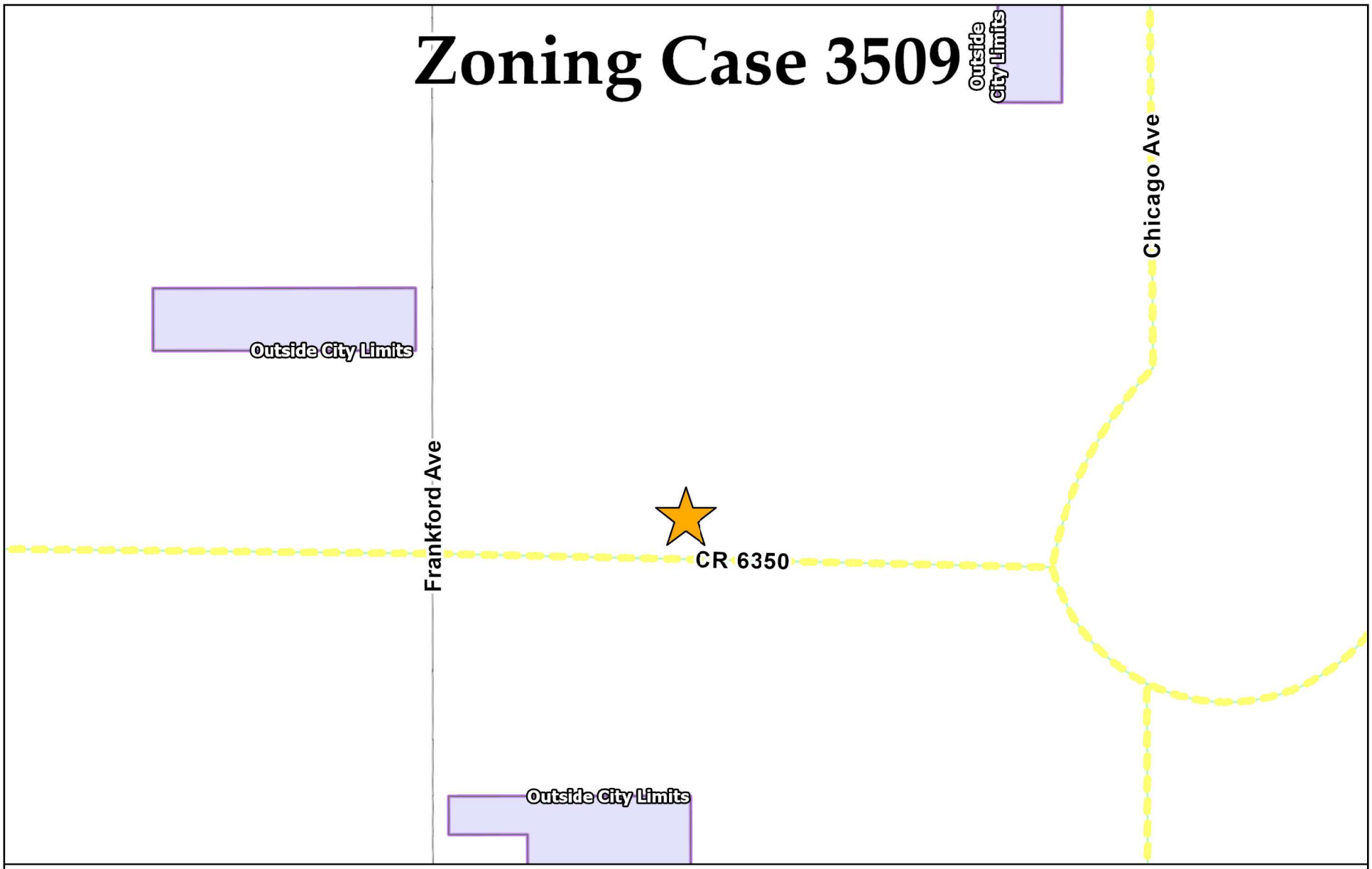
PLANNER ASHLEY PADILLA gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT JIMMY McDANIEL, AMD Engineering, 6515 68th Street, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3509,** a motion was made **TAREK REDWAN** and seconded by **TERRI MORRIS** to approve the request 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.

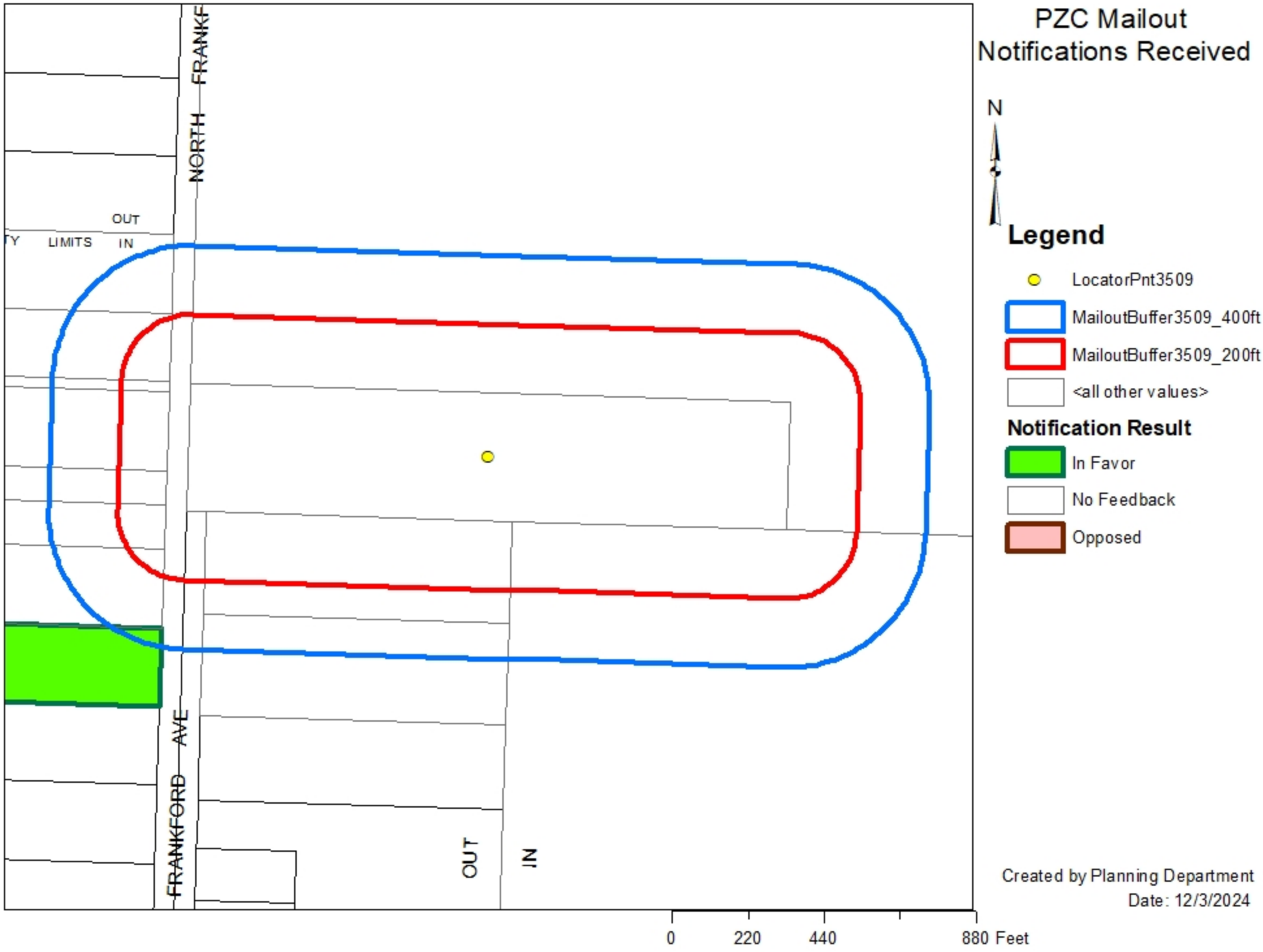
Zoning Case 3509



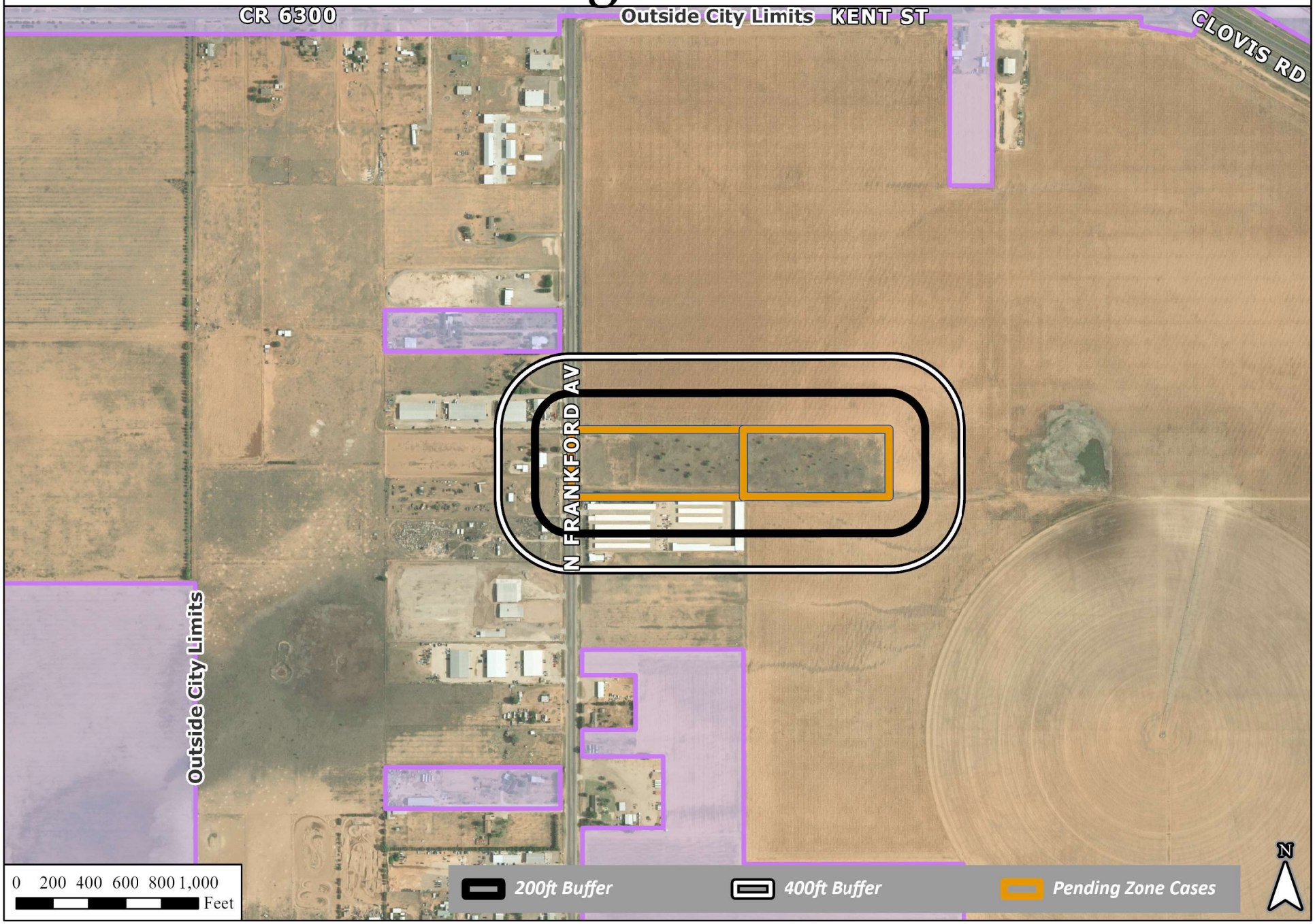
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

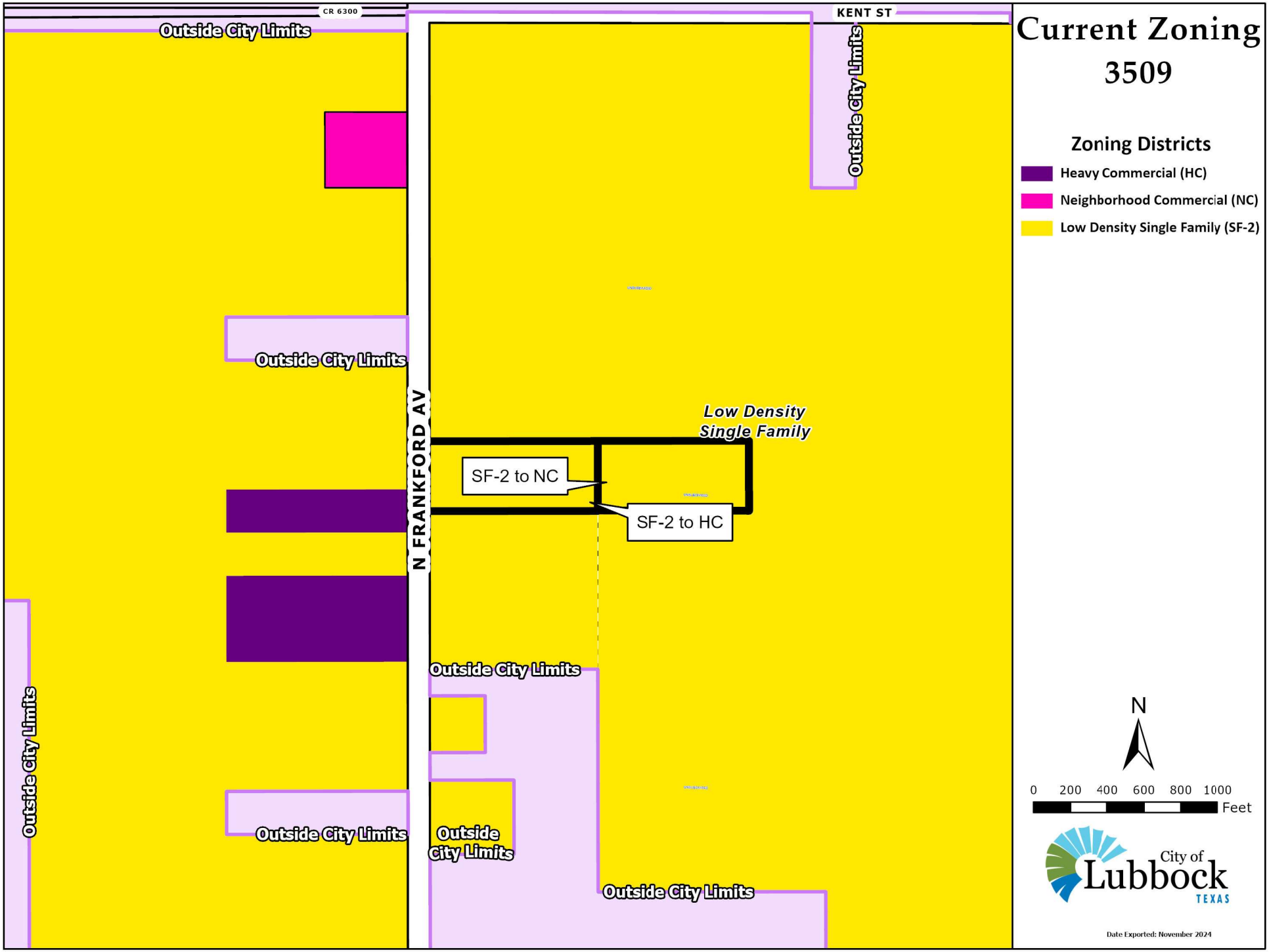
N
W E
S

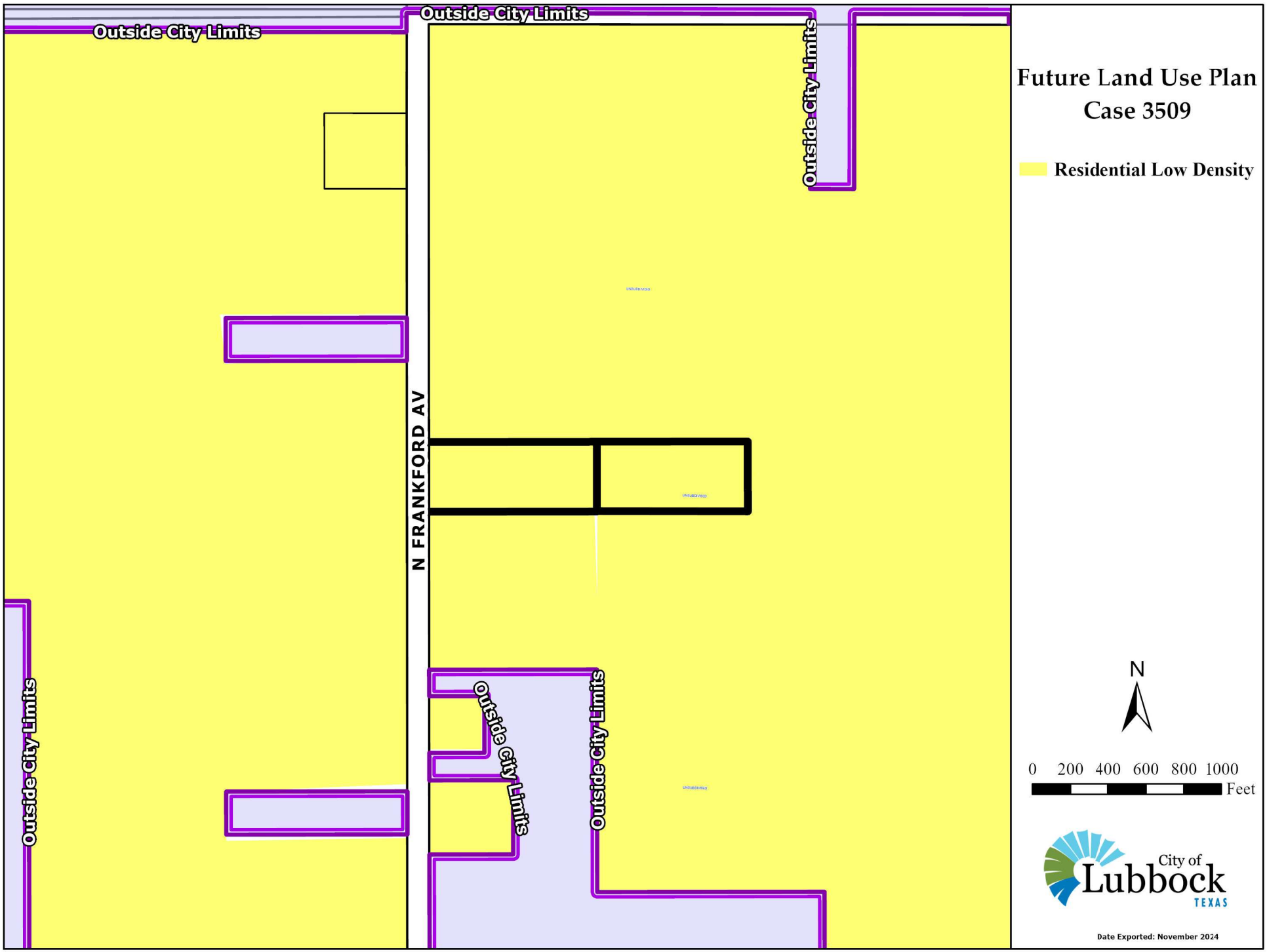
Date Exported: October 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3509
MailoutBuffer3509_400ft
MailoutBuffer3509_200ft
<all other values>
Notification Result
In Favor
No Feedback
Opposed
NORTH FRANKF
OUT
LIMITS IN
FRANKFORD AVE
OUT
IN
Created by Planning Department
Date: 12/3/2024
0
220
440
880 Feet

Zoning Case 3509




CR 6300
KENT ST
Outside City Limits
Outside City Limits
Outside City Limits
Outside City Limits
N FRANKFORD AV
Low Density
Single Family
SF-2 to NC
SF-2 to HC
Outside City Limits
Outside City Limits
Outside City Limits
Outside City Limits
Outside City Limits
Current Zoning
3509
Zoning Districts
Heavy Commercial (HC)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
N
0 200 400 600 800 1000
Feet
City of
Lubbock
TEXAS
Date Exported: November 2024


Outside City Limits
Outside City Limits
Outside City Limits
N FRANKFORD AV
Outside City Limits
Outside City Limits
Outside City Limits
Future Land Use Plan
Case 3509
Residential Low Density
N
0 200 400 600 800 1000
Feet
City of
Lubbock
TEXAS
Date Exported: November 2024

3509



Subject Property. View to the east.



Subject Property. View to the south.



View to the west.



View to the north.

Docusign Envelope ID: 8F5758D8-7369-4152-8CB8-36F1297F6B74

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3002 N Frankford Ave, Lubbock, TX 79416 (PIN:85388)

Lots/Tracts: Unplatted - (PIN:85388) (LCAD ID:R305849)

Survey & Abstract: BLK JS SEC 11 AB 343 TR B2 AC:14.8

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 14.80

Existing Land Use: Vacant Land Unsubdivided Existing Zoning: SF-2

Requested Zoning: Heavy Commercial (HC)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 10/1/2024 Printed Name: Will Stephens, P.E.

Owner Information

Firm Name:

Owner: Lonnie & Vickie Slape

Address: 1853 Cotton Ave City: Levelland State: TX

ZIP Code: 79336 Telephone: 806-891-5447 Email: thewildlifeartstudio@gmail.com

Property Owner's Signature Signed by: 536EBC499D7E4B9...

Date: 10/1/2024 Printed Name: Lonnie Slape

Preparer Information

Preparer's Signature:

Date: 10/1/2024 Printed Name: Will Stephens, P.E.

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3509***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Charles Bolton

Signature: Charles Bolton

Address: Box 3176 Lubbock

Address of Property Owned: 2769 N Frankford

Phone Number: 806 535-3513

Email: loader at boltonoil.com

Zone Case Number: **3509** R158274 Recipient 7 of 12

BOLTON OIL COMPANY LTD
PO BOX 3176
LUBBOCK TX 79452

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2025-O0016, for Zone Case 3255-B, a request of West Texas Engineering, LLC for G4 Assets, LLC, for a zone change from Light Industrial District (LI) to Auto-Urban Commercial District (AC), at 7602 34th Street, located north of 34th Street and west of Winfield Avenue, on approximately 3.57 acres of unplatted land out of Block AK, Section 42.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 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 3255-B
Staff Report 3255-B
Documentation 3255-B

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. 3255-B; A ZONING CHANGE FROM LI TO AC ZONING DISTRICT AT 7602 34TH STREET, LOCATED NORTH OF 34TH STREET AND WEST OF WINFIELD AVENUE, ON APPROXIMATELY 3.57 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3255-B

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 **LI** to **AC** zoning district at **7602 34th Street, located north of 34th Street and west of Winfield Avenue, on approximately 3.57 acres of unplatted land out of Block AK, Section 42,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 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:

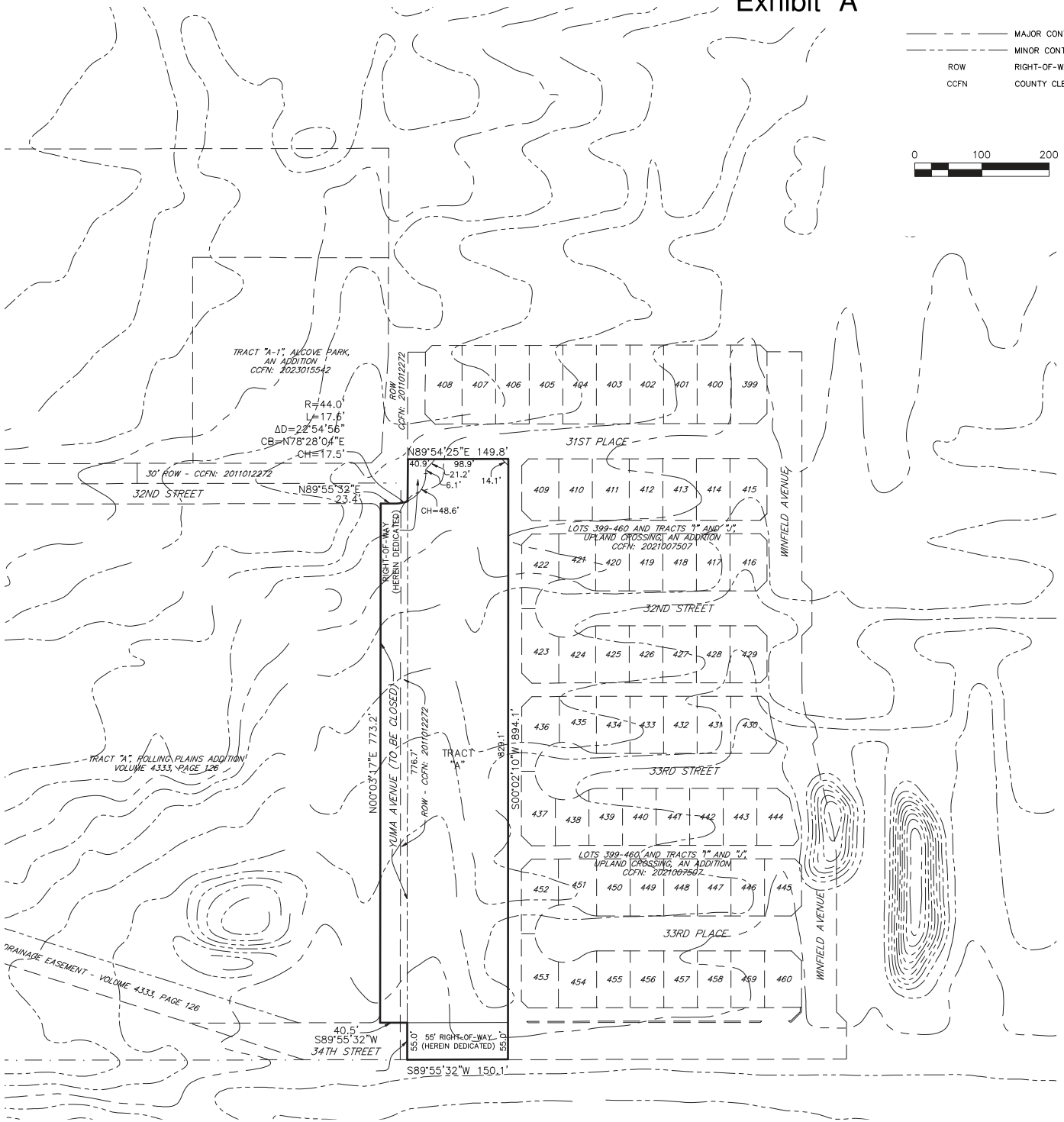
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3255-B
December 5, 2024

Exhibit "A"



PRELIMINARY PLAT

TRACT "A", UPLAND WEST,

an Addition to the City of Lubbock, Lubbock County, Texas

OWNER/DEVELOPER:

NAME:	G4 ASSETS, LLC
PHONE:	806-239-6409
ADDRESS:	P.O. BOX 65467, LUBBOCK, TX 79464
REC. INFO.	CCFN: 2023048245

ENGINEER:

WEST TEXAS ENGINEERING

NAME:	VICTOR RODEN
PHONE:	806-687-2552
ADDRESS:	13037 QUAKER AVENUE, LUBBOCK, TX 79423
EMAIL:	VRODEN@WESTTEXASENGINEERING.COM

Plat Notes:

Scale: 1" = 100'

Heavy lines indicate plat limits.

All streets, alleys and easements within plat limits are herein dedicated unless noted otherwise.

All easements dedicated hereby shall entitle the City or utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving or surfacing of the easement necessitated by such removal, repair or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.

All electrical service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas.

Any relocation or revision of existing facilities shall be at the developer's expense. Compensation shall be made prior to the recording of any portion of this final plat.

All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the developer's expense.

No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.

Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, Section 28.09.131, Section 28.14.004 and Section 30.03.073 of the Lubbock Code of Ordinances.

Blanket underground utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company. No other property, beyond the plat limits, will be entitled to use any portion of the property described herein for connection to or transmission of any utility service under the terms of this blanket easement.

Either all or a portion of this surveyed property lies within a 'Special Flood Hazard Boundary.' These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas and are open for public inspection.

Tract "A" contains 3.794 acres (165,252.8 sq. ft.) within plat limits.

VICINITY MAP (NOT TO SCALE)



Approved this _____ day of _____, 20_____, by

the Director of Planning, or designee, of the City of Lubbcok, Texas.

_____

Director of Planning

KNOW ALL MEN BY THESE PRESENTS: That I, Adam N. Light, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: AUGUST 2, 2024

SURVEYOR: DELTA LAND SURVEYING, LLC
CONTACT: JNELSON@LJASURVEY.COM
PHONE: 806-846-5012

_____

Adam N. Light
Registered Professional Land Surveyor No. 6684
Survey Date: August 2, 2024
LJA Surveying Project No. 24493

DRAFTED BY: JN
REV. BY: AL

LJA SURVEYING, INC.
3911 98th Street Lubbock, Texas 79423
TBPELS Firm No. 10194382 Phone 806.701.5707

Planning Department
City of Lubbock

Staff Report	Zone Case 3255-B
City Council Meeting	January 14, 2025

Applicant West Texas Engineering, LLC

Property Owner G4 Assets, LLC

Council District 6

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).
- July 9, 2015, Zone Case 3255-A, Ordinance No. 2015-O0068: The subject property was rezoned from R-1 to Light Manufacturing District (M-1).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from M-1 to Light Industrial District (LI), with the adoption of the Unified Development Code.
- December 5, 2024, Zone Case 3255-B: The Planning and Zoning Commission recommended approval of a request for a zone change from LI to Auto-Urban Commercial District (AC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 89
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

The subject property is currently unplatted and undeveloped.

Adjacent Property Development

The surrounding properties are zoned LI to the west, Low Density Single-Family District (SF-2) to the north and south, and Medium Density Residential District (MDR) to the east. There is an industrial plant to the west, vacant property to the south, and homes to the east and north.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7602 34th Street, located north of 34th Street and west of Winfield Avenue, on approximately 3.57 acres of unplatted land out of Block AK, Section 42. The applicant is requesting a zone change from Light Industrial District (LI), to Auto-Urban Commercial District (AC).

Current zoning: **Light Industrial District (LI)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Intent Statements

The intent of the existing Light Industrial District (LI), is to "provide for industrial uses (non-retail) that are less intensive than what can be accommodated into General Industrial and that may include office, warehousing, distribution, and light assembly of parts, materials, and equipment, with operations conducted primarily indoors without the creation of smoke, gas, odor, dust, soot, or other noxious elements."

The intent of the proposed Auto-Urban Commercial District (AC) is to "provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts
The location is along 34th Street, which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic. The subject area includes Yuma Avenue, which is in the process of being closed.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial land uses. This request conforms to this designation, and would be appropriate considering the existing adjacent zoning districts and land uses. Therefore, this request is in complete conformance with the Comprehensive Plan principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the AC District, but may need additional improvements, as it is currently unplatted.

Conclusion
Staff has no objection to the request.

Attachments
A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documentation
H. 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 3255-B

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has a point of access from 34th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street, Principal Arterial, Partial	R.O.W. 30 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

3.7 **Zone Case 3255-B:** West Texas Engineering, LLC for G4 Assets, LLC, request for a zone change from Light Industrial District (LI) to Auto-Urban Commercial District (AC), at:

- 7602 34th Street, located north of 34th Street and west of Winfield Avenue, on approximately 3.57 acres of unplatted land out of Block AK, Section 42.

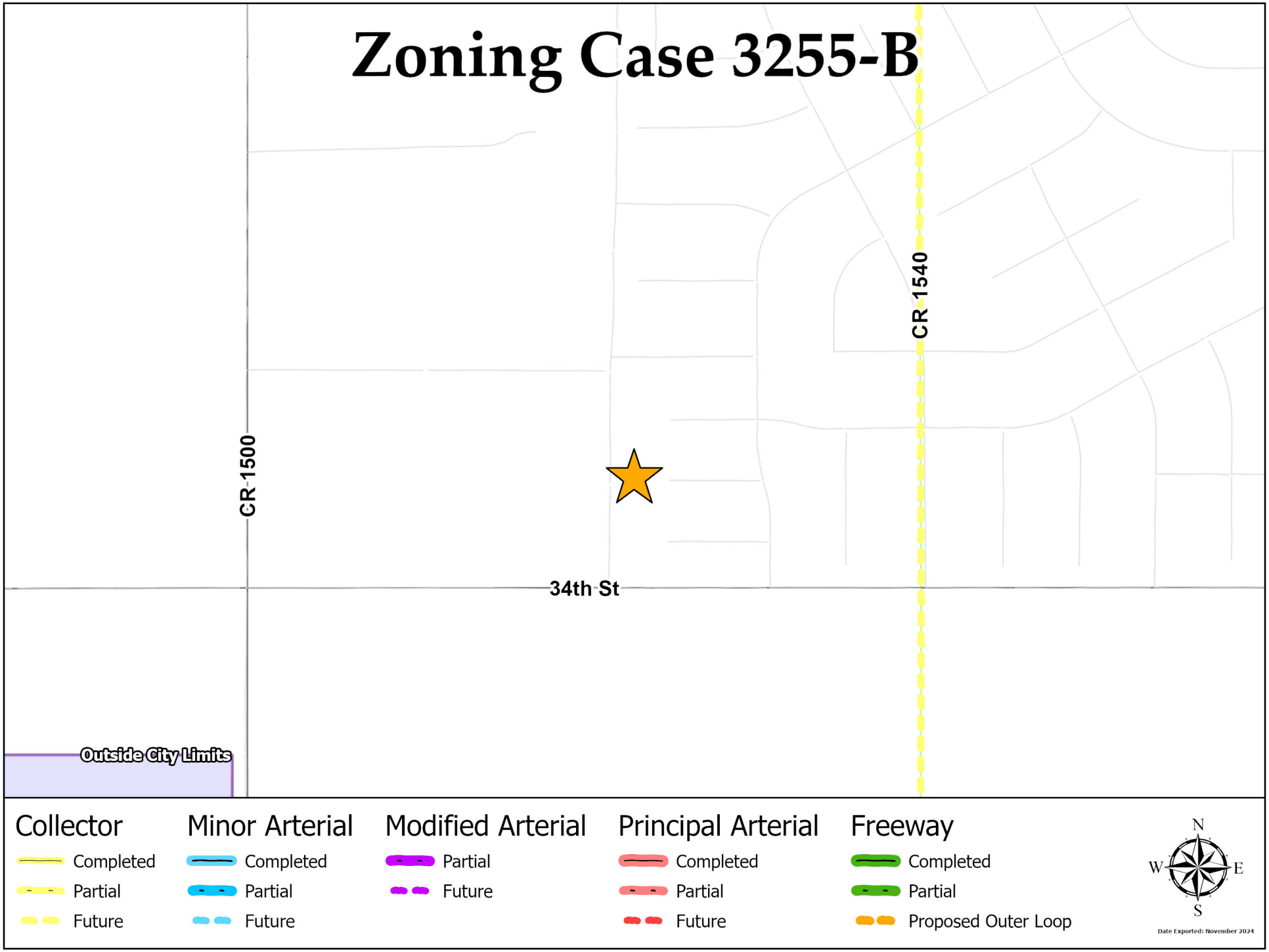
PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT VICTOR RODEN, West Texas Engineering, 13037 Quaker Avenue, gave comments about the request for self-storage units and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3255-B**, a motion was made by **BRANDON HARDAWAY** and seconded by **ROBERT WOOD** to approve the request 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.

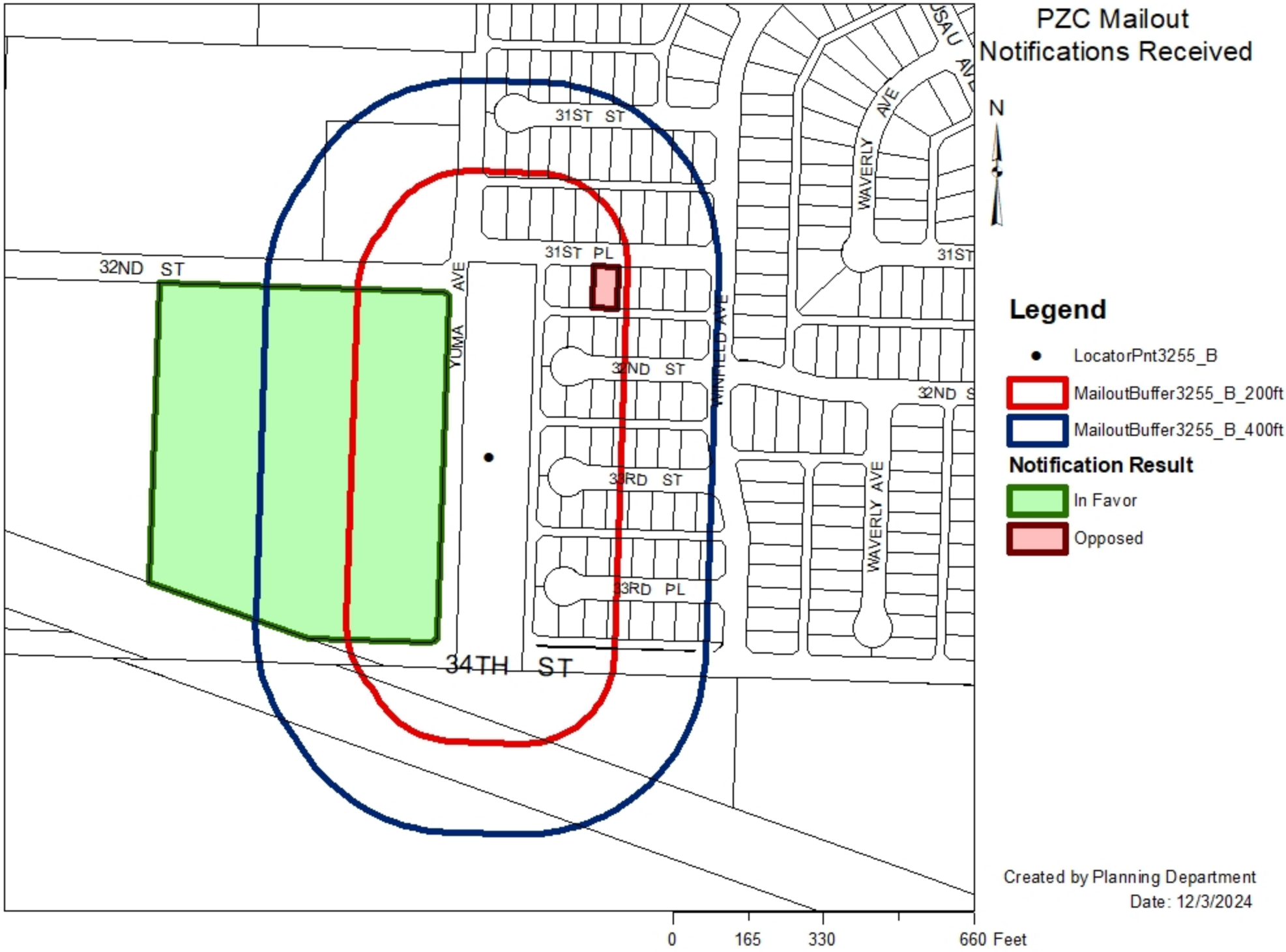
Zoning Case 3255-B



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

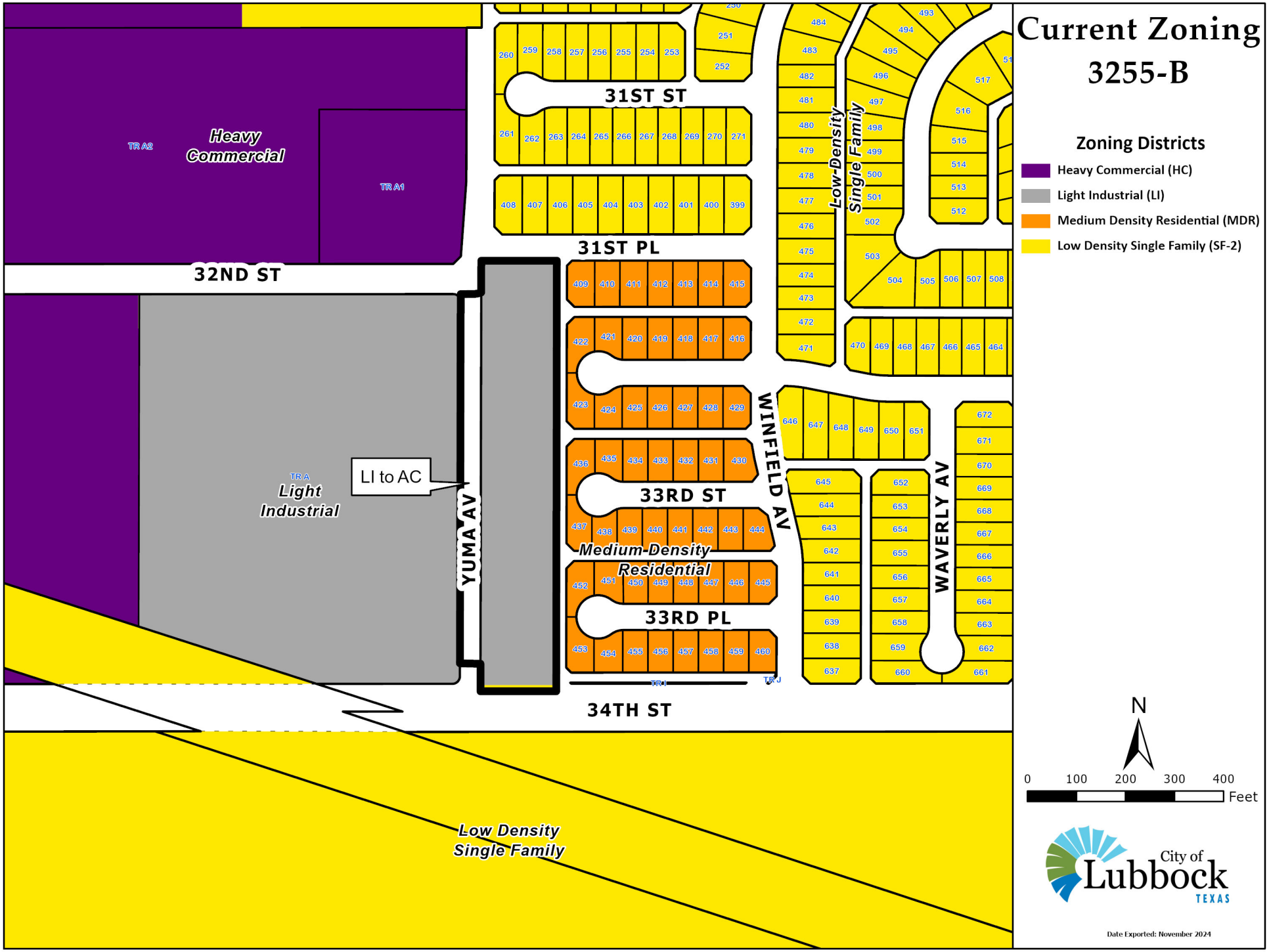
N
W E
S

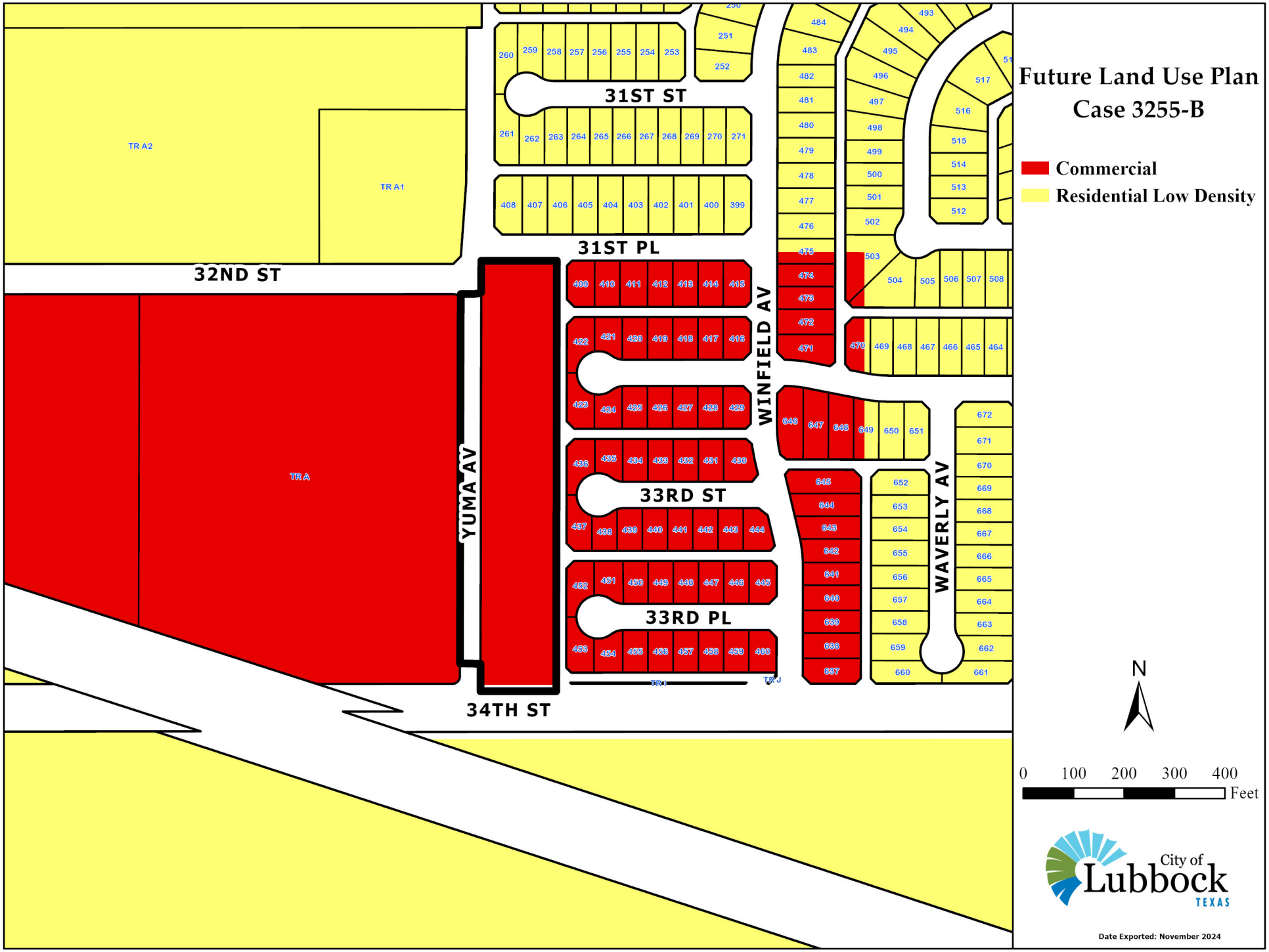
Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3255_B
MailoutBuffer3255_B_200ft
MailoutBuffer3255_B_400ft
Notification Result
In Favor
Opposed
31ST ST
31ST PL
32ND ST
YUMA AVE
WINFIELD AVE
WAVERLY AVE
33RD ST
33RD PL
34TH ST
Created by Planning Department
Date: 12/3/2024
0
165
330
660 Feet

Zoning Case 3255-B




Current Zoning
3255-B
Zoning Districts
Heavy Commercial (HC)
Light Industrial (LI)
Medium Density Residential (MDR)
Low Density Single Family (SF-2)
Heavy Commercial
TR A2
TR A1
32ND ST
31ST ST
31ST PL
Low-Density Single Family
WINFIELD AV
WAVERLY AV
YUMA AV
LI to AC
TR A
Light Industrial
33RD ST
Medium-Density Residential
33RD PL
34TH ST
Low Density Single Family
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: November 2024


Future Land Use Plan
Case 3255-B
Commercial
Residential Low Density
31ST ST
31ST PL
32ND ST
34TH ST
33RD ST
33RD PL
YUMA AV
WINFIELD AV
WAVERLY AV
TR A
TR A1
TR A2
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: November 2024

3255-B



View north. Subject property.



View south.



View east.



View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: East side of Yuma Avenue between 31st Place and 34th Street

Lots/Tracts: Tract A, Upland West

Survey & Abstract: See Exhibit A

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 3.57

Existing Land Use: Vacant Land Existing Zoning: LI (Light Industrial)

Requested Zoning: AC (Auto-Urban Commercial)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: West Texas Engineering, LLC

Name: Victor Roden

Address: 13037 Quaker Avenue City: Lubbock State: Texas

ZIP Code: 79423 Telephone: 806-336-7270 Email: vroden@westtexasengineering.com

Applicant's Signature: Victor Roden

Date: 10/31/2024 Printed Name: Victor Roden

Owner Information

Firm Name: G4 Assets, LLC

Owner: Shawn Genenbacher

Address: P.O. Box 65467 City: Lubbock State: Texas

ZIP Code: 79464 Telephone: 806-239-6409 Email: Shawng@litenetics.com

Property Owner's Signature:

Date: 10/31/2024 Printed Name: Shawn Genenbacher

Preparer Information

Preparer's Signature: Victor Roden

Date: 10/31/2024 Printed Name: Victor Roden

For City Use Only

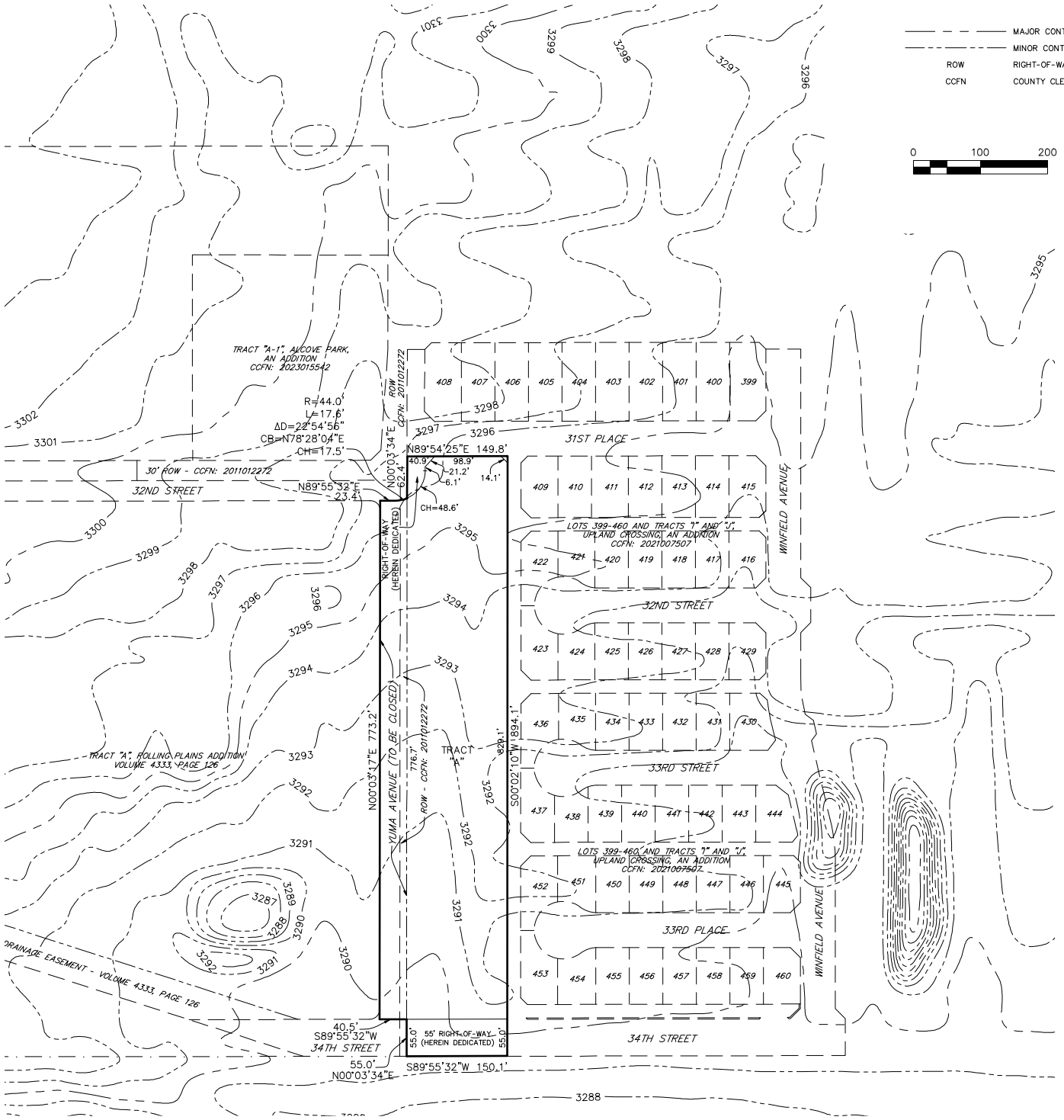
Zone Case No: _____ Planning and Zoning Commission Date: _____

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.



PRELIMINARY PLAT

TRACT "A", UPLAND WEST,

an Addition to the City of Lubbock, Lubbock County, Texas

OWNER/DEVELOPER:

NAME:	G4 ASSETS, LLC
PHONE:	806-239-6409
ADDRESS:	P.O. BOX 65467, LUBBOCK, TX 79464
REC. INFO.	CCFN: 2023048245

ENGINEER:

WEST TEXAS ENGINEERING

NAME:	VICTOR RODEN
PHONE:	806-687-2552
ADDRESS:	13037 QUAKER AVENUE, LUBBOCK, TX 79423
EMAIL:	VRODEN@WESTTEXASENGINEERING.COM

Plat Notes:

Scale: 1" = 100'

Heavy lines indicate plat limits.

All streets, alleys and easements within plat limits are herein dedicated unless noted otherwise.

All easements dedicated hereby shall entitle the City or utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving or surfacing of the easement necessitated by such removal, repair or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.

All electrical service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas.

Any relocation or revision of existing facilities shall be at the developer's expense. Compensation shall be made prior to the recording of any portion of this final plat.

All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the developer's expense.

No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.

Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, Section 28.09.131, Section 28.14.004 and Section 30.03.073 of the Lubbock Code of Ordinances.

Blanket underground utility, transformer pad, and switching enclosure easement as required for service within the plat limits is herein granted to Lubbock Power and Light Company. No other property, beyond the plat limits, will be entitled to use any portion of the property described herein for connection to or transmission of any utility service under the terms of this blanket easement.

Either all or a portion of this surveyed property lies within a 'Special Flood Hazard Boundary.' These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas and are open for public inspection.

Tract "A" contains 3.794 acres (165,252.8 sq. ft.) within plat limits.

VICINITY MAP (NOT TO SCALE)



Approved this _____ day of _____, 20_____, by

the Director of Planning, or designee, of the City of Lubbcok, Texas.

_____

Director of Planning

KNOW ALL MEN BY THESE PRESENTS: That I, Adam N. Light, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: AUGUST 2, 2024

SURVEYOR: DELTA LAND SURVEYING, LLC
CONTACT: JNELSON@LJASURVEY.COM
PHONE: 806-846-5012

_____

Adam N. Light
Registered Professional Land Surveyor No. 6684
Survey Date: August 2, 2024
LJA Surveying Project No. 24493

DRAFTED BY: JN
REV. BY: AL

LJA SURVEYING, INC.
3911 98th Street
Lubbock, Texas 79423
TBPELS Firm No. 10194382
Phone 806.701.5707

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.:** ***3255-B***

In Favor ____

Opposed ____

Reasons and/or Comments:

I AM OK AS LONG AS IT DOESN'T CHANGE THE DESIGNATION OF THE RYGUY PROPERTY.

SORRY, BUT I WAS ALREADY SCHEDULED TO BE OUT OF TOWN ON 12/5/24.

Print Name ALBERT PARRA

Signature: _____

Address: 6305 CR 7415 LUBBOCK, TX 79424

Address of Property Owned: 7722 W. 34th ST. LUBBOCK, TX 79407

Phone Number: 806-831-7928

Email: aparria@msn.com

Zone Case Number: **3255-B** R35000

RYGUY LLC
6305 COUNTY ROAD 7415

LUBBOCK TX 79424

Recipient 68 of 89

RECEIVED
DEC 03 2024
BY: _____

Shane Spencer

From: CityPlanning
Sent: Wednesday, November 27, 2024 4:09 PM
To: Shane Spencer
Subject: FW: P&Z Case No.: 3255-B

Follow Up Flag: Follow up
Flag Status: Flagged

Karen Edwards
Planning Department
Management Assistant
(806) 775-3849
1314 Avenue K
Lubbock, Texas 79401
kedwards@mylubbock.us

From: Kim White <kimwhitecreations@gmail.com>
Sent: Wednesday, November 27, 2024 2:11 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: P&Z Case No.: 3255-B

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

To whom it may concern,

My husband and I cannot attend the public hearing for this case, but we wish to present our concerns. Our home is within the 200-foot buffer for the proposed zoning change. We are very concerned about this proposed zoning change for several reasons.

Our street already sees a great number of cars and semi-trucks due to businesses nearby, and more noise, traffic, pollution, and wear and tear would damage our quality of life.

34th is already a traffic nightmare. The number of cars traveling on 34th makes entering and exiting our neighborhood challenging now. More traffic would only add considerable time to any commute. More traffic would be completely untenable.

We chose our home nearly four years ago because, living on the edge of our new neighborhood, the community was peaceful and quiet, and we had high hopes it would remain this way. As stated previously, the traffic is already too much and too loud, diminishing our quality of life. More of this would be completely undesirable.

Construction and eventual business would bring unwelcome pollution, noise, and light pollution (ruining our views of the Lubbock sunsets), traffic congestion, and likely more. None of this is welcome so close to our home and neighborhood.

Considering this zoning proposal is for 3.57 acres and 1 acre is equivalent to 18 homes or one football field, it is entirely unacceptable to re-zone 200 feet away from our home.

Thank you for considering our concerns,
Richard and Kimberly White

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2025-O0017, for Zone Case 3513, a request of Tyson Rowin and Dan Williams for Quatro Locos, LLC, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 5909 4th Street, located west of Fulton Avenue and south of 4th Street, Isham Tubbs Estate Addition, the North Part of Tract 4.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

For detailed information on this request, please refer to the Planning Department Staff Report attached. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 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 3513
Staff Report 3513
Documentation 3513

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. 3513; A ZONING CHANGE FROM SF-2 TO AC ZONING DISTRICT AT 5909 4TH STREET, LOCATED WEST OF FULTON AVENUE AND SOUTH OF 4TH STREET, ISHAM TUBBS ESTATE ADDITION, THE NORTH PART OF TRACT 4, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 3513

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 **AC** zoning district at **5909 4th Street, located west of Fulton Avenue and south of 4th Street, Isham Tubbs Estate Addition, the North Part of Tract 4,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 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/ZC3513
December 5, 2024

Planning Department
City of Lubbock

Staff Report	Zone Case 3513
City Council Meeting	January 14, 2025

Applicants Tyson Rowin and Dan Williams

Property Owner Quatro Locos, LLC

Council District 6

Prior Board or Council Action

- September 11, 1958, Ordinance No. 002535: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-O0054 (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.
- December 5, 2024, Zone Case 3513: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Auto-Urban Commercial District (AC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 72
- Received In Favor: 16
- Received In Opposition: 3

Site Conditions and History

The subject property was originally platted as Isham Tubbs Estate Addition, the north part of Tract 4 on November 28, 1947 and is currently vacant.

Adjacent Property Development

The property to the north is zoned Auto-Urban Commercial District (AC) and is developed as a shopping center. To the south is Low Density Single-Family District (SF-2), developed with single-family homes. To the east and west are zoned High Density Residential District (HDR) and developed as a church.

Item Summary

The subject property is addressed as 5909 4th Street, located west of Fulton Avenue and south of 4th Street. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Purpose Statements

The purpose of the Low Density Single-Family District (SF-2) is to provide for 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 an 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 resource protection.

The purpose of the Auto-Urban Commercial District (AC) is to provide for a broad range of single-use and multi-tenant centers that vary in scale, and provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity.

Traffic Network/Infrastructure Impacts
The subject property is located on 4th Street, which is designated as a Minor Arterial, by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. This request would be appropriate next to the adjacent HDR zoning to the east and west and would provide a buffer from 4th street to the SF-2 zoned property to the south.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for "Commercial" land use. The proposed zone change to AC would be in conformance with this designation.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the land uses within the Auto-Urban Commercial District (AC).

Conclusion
Staff has no objection to the request.

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

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3513

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has point of access from 4th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4th Street, *Minor Arterial, Completed*	R.O.W 110 feet, five-lane, undivided, paved.	R.O.W 110 feet, five-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 6

3.9 **Zone Case 3513:** Tyson Rowin and Dan Williams for Quatro Locos, LLC, request for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at:

- 5909 4th Street, located west of Fulton Avenue and south of 4th Street, Isham Tubbs Estate Addition, the North Part of Tract 4.

PLANNER GREG HERNANDEZ gave a presentation and answered questions from the Commission. Staff has no objection to the request.

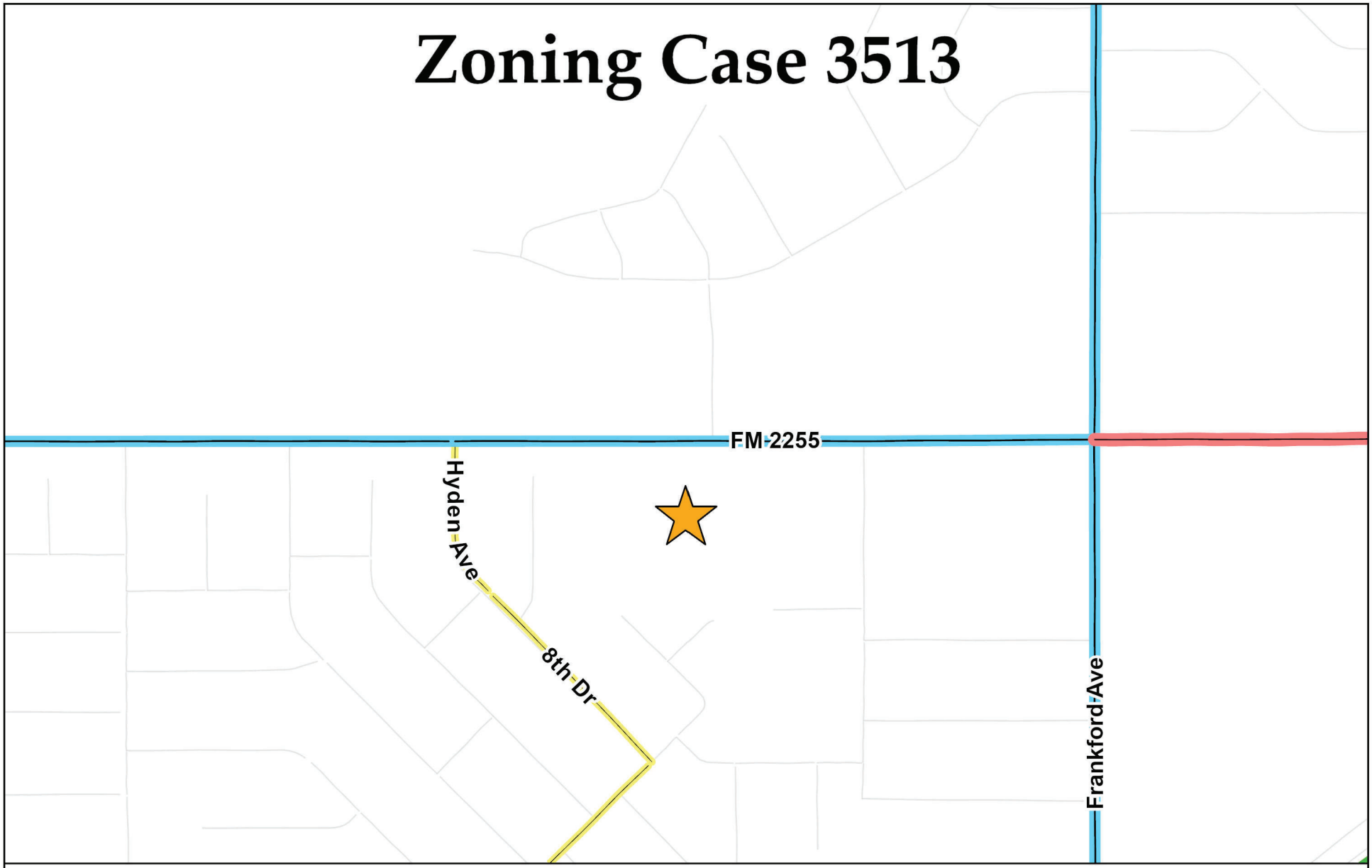
APPLICANT DEREK COOPER, 3927 148th Street, gave comments about the request and answered questions from the Commission.

APPLICANT WES HOBGOOD, 1903 Vicksburg Avenue, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 3513**, a motion was made by **DREW GRAY** and seconded by **ROBERT WOOD** to approve the request 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 3513



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

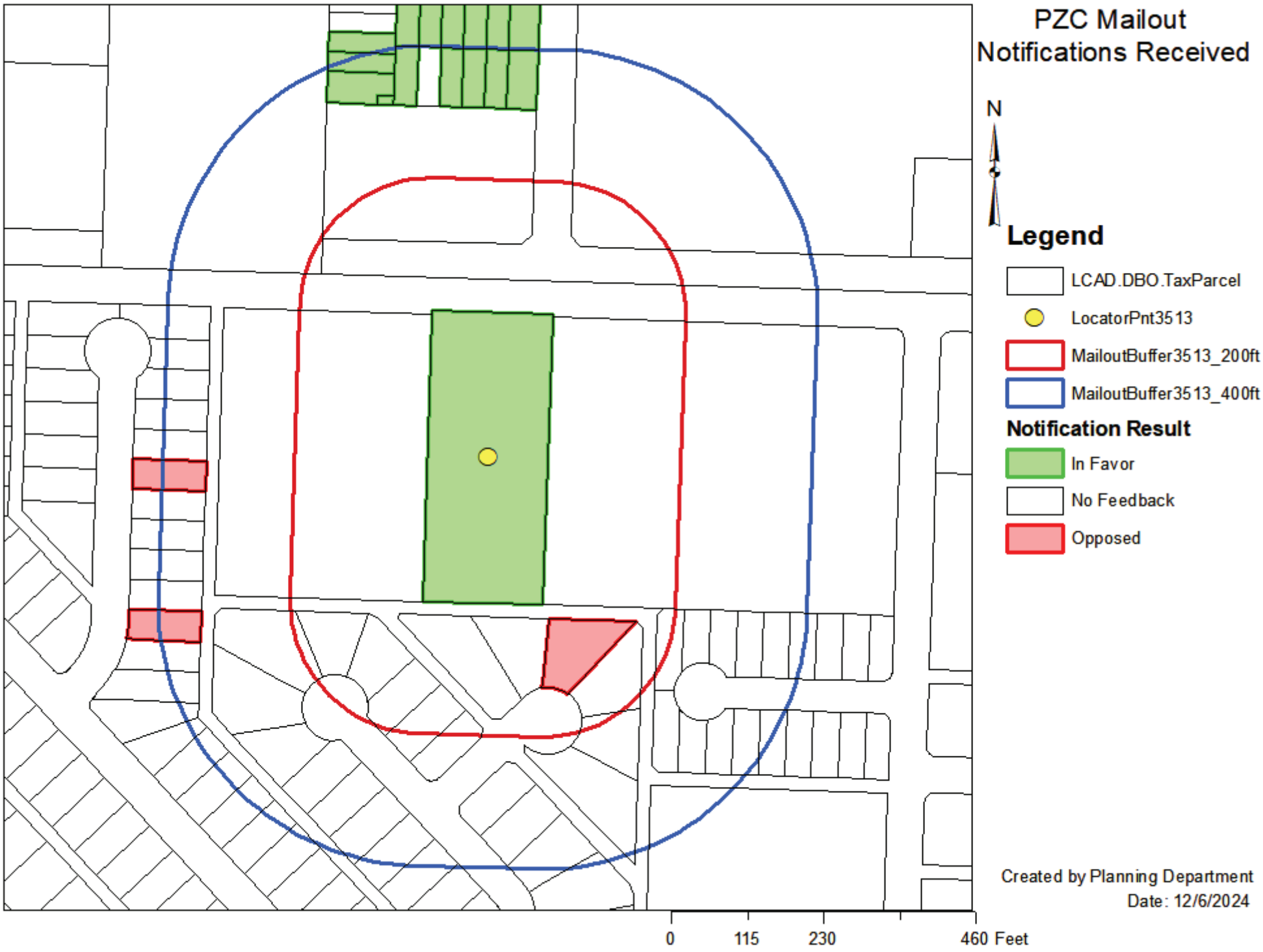
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

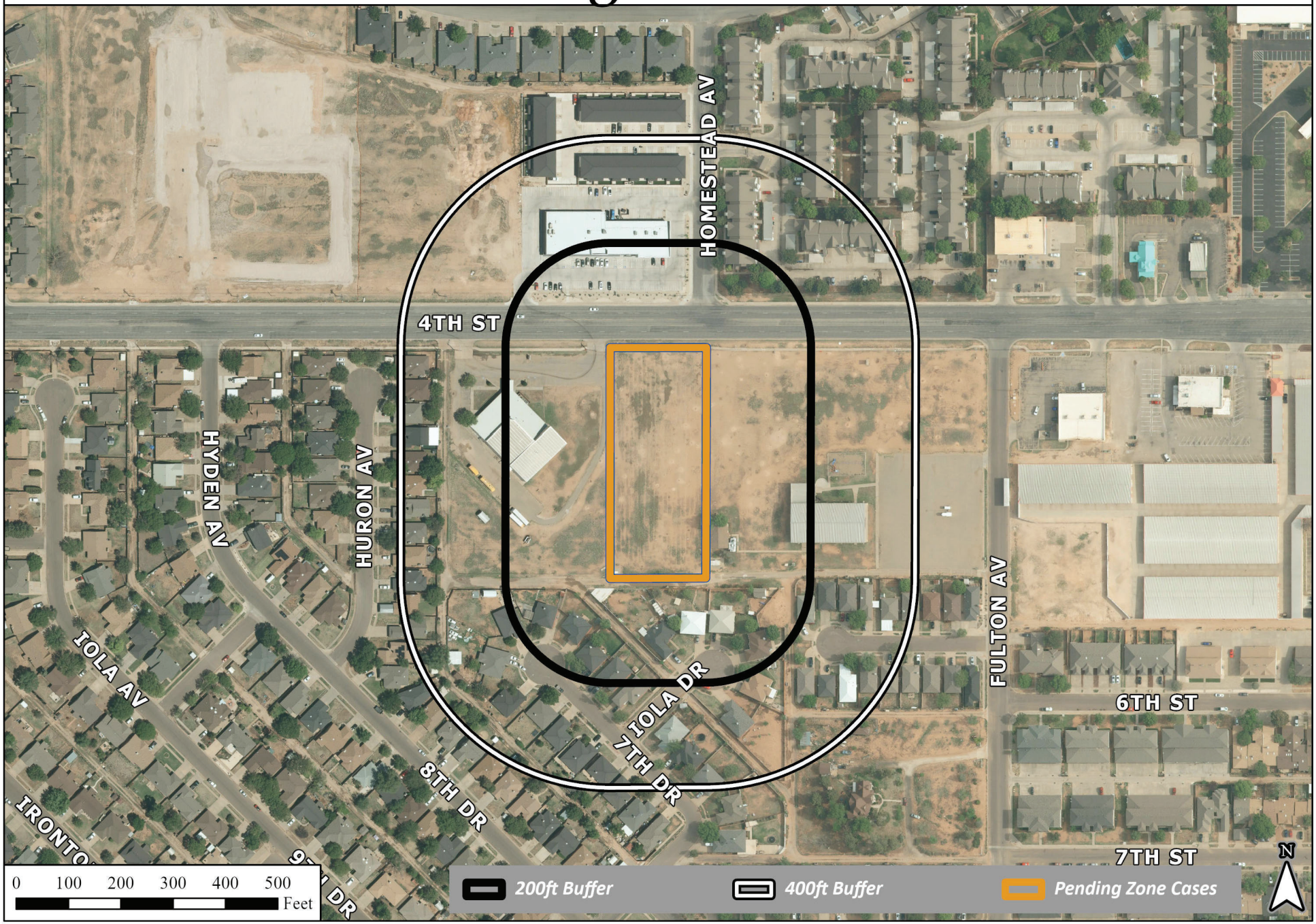
Freeway
- Completed
- Partial
- Proposed Outer Loop

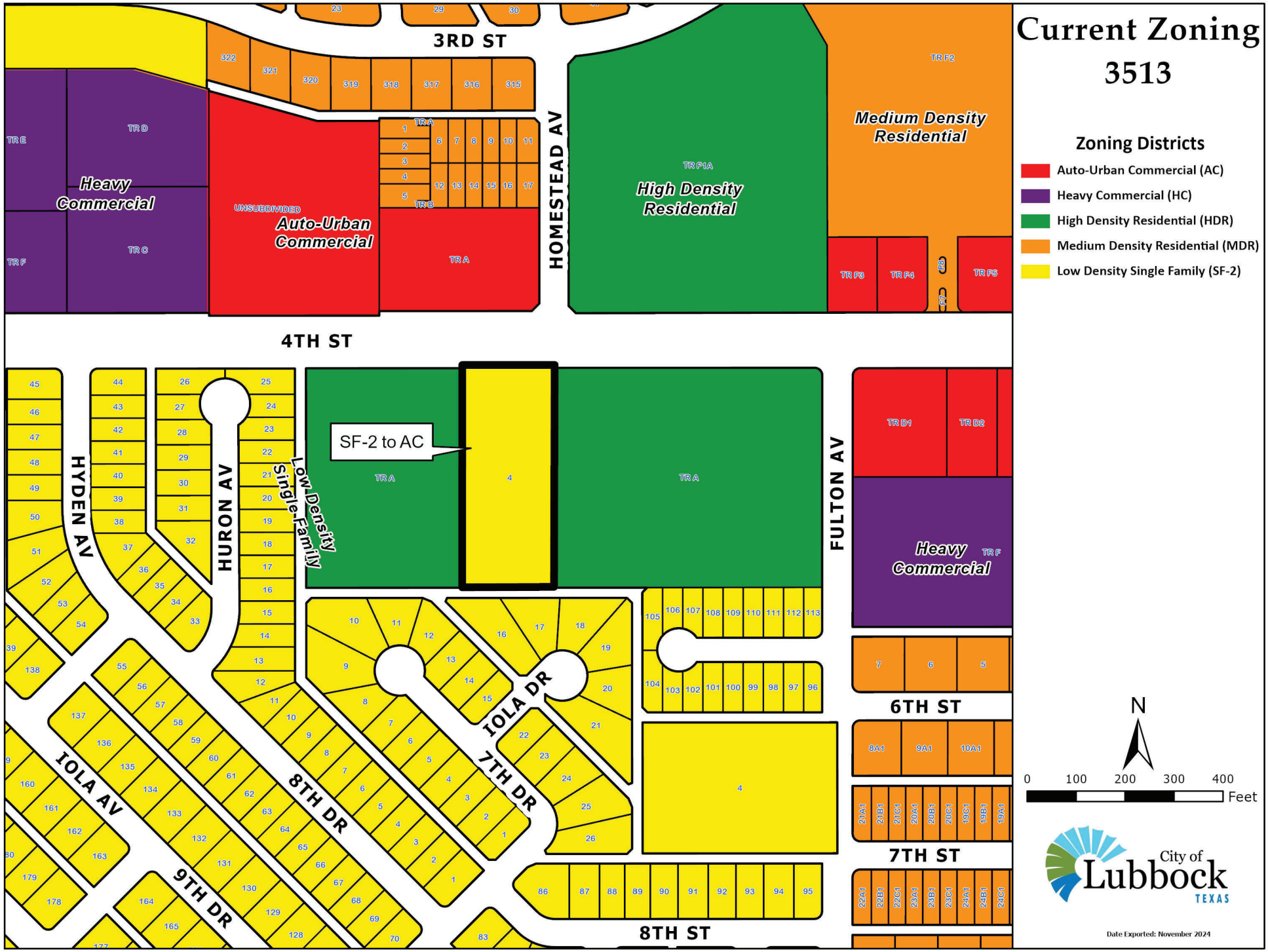
N
W E
S

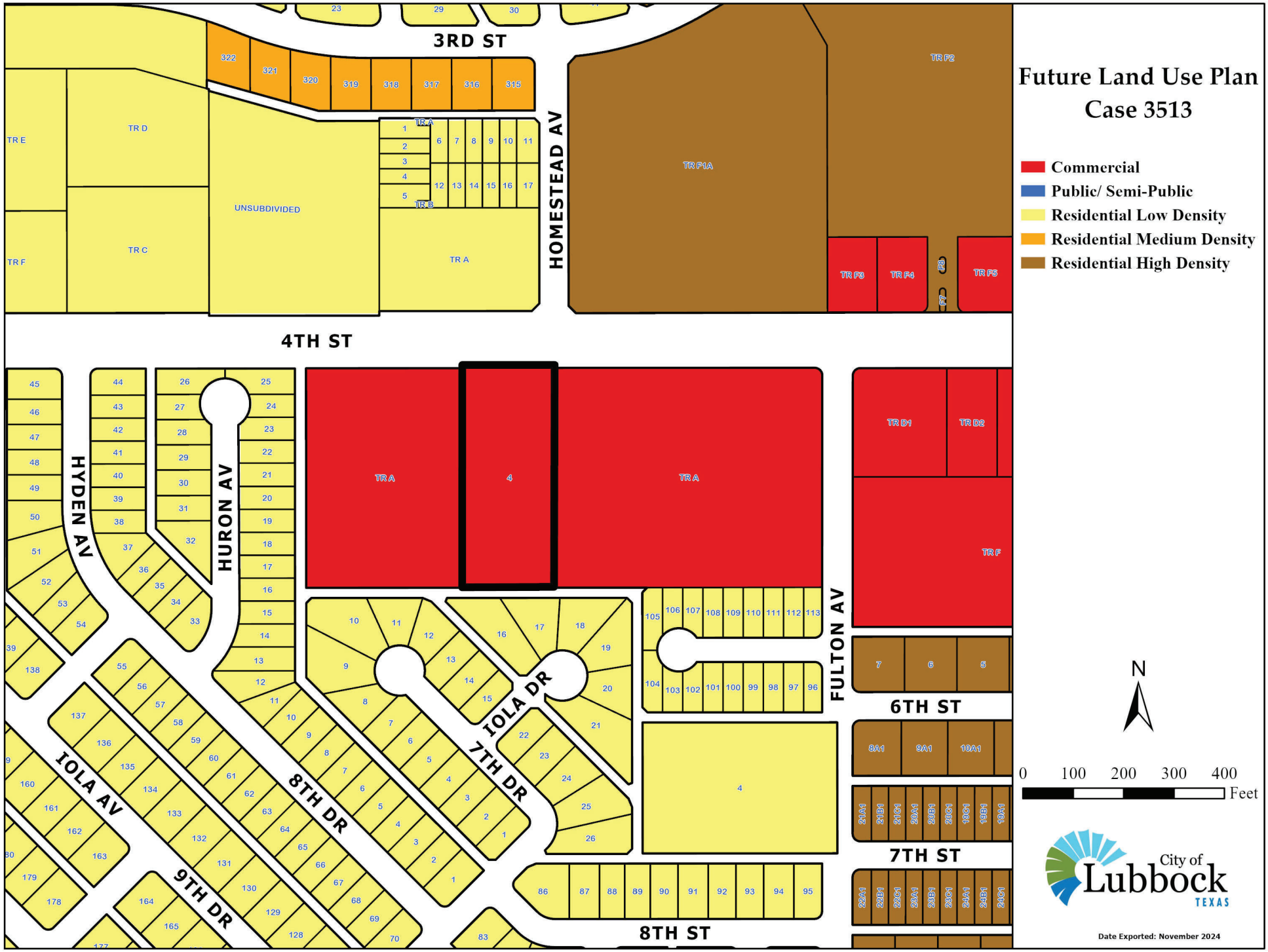
Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt3513
MailoutBuffer3513_200ft
MailoutBuffer3513_400ft
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 12/6/2024
0
115
230
460 Feet

Zoning Case 3513




3RD ST
4TH ST
HOMESTEAD AV
HYDEN AV
HURON AV
FULTON AV
IOLA AV
IOLA DR
6TH ST
7TH ST
8TH ST
7TH DR
8TH DR
9TH DR
Heavy Commercial
Auto-Urban Commercial
UNSUBDIVIDED
High Density Residential
Medium Density Residential
SF-2 to AC
Low Density Single-Family
TR A
TR B
TR C
TR D
TR E
TR F
TR F1A
TR F2
TR F3
TR F4
TR F5
TR D1
TR D2
Current Zoning
3513
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
High Density Residential (HDR)
Medium Density Residential (MDR)
Low Density Single Family (SF-2)
N
0
100
200
300
400
Feet
City of Lubbock
TEXAS
Date Exported: November 2024


Future Land Use Plan
Case 3513
Commercial
Public/ Semi-Public
Residential Low Density
Residential Medium Density
Residential High Density
3RD ST
4TH ST
6TH ST
7TH ST
8TH ST
9TH DR
HOMESTEAD AV
HYDEN AV
HURON AV
IOLA AV
IOLA DR
7TH DR
8TH DR
FULTON AV
TR A
TR B
TR C
TR D
TR E
TR F
TR F1A
TR F2
TR F3
TR F4
TR F5
TR D1
TR D2
UNSUBDIVIDED
N
0 100 200 300 400
Feet
City of Lubbock TEXAS
Date Exported: November 2024

3513



View south. Subject property.



View north.



View east.



View west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6000 4th Street or R82617

Lots/Tracts: TUBBS ISHAM N/PT OF TR 4

Survey & Abstract: see attached

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.82

Existing Land Use: Vacant Lot Existing Zoning: Low Density Single Family

Requested Zoning: Auto-Urban Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name:

Name: Tyson Rowin and Dan Williams

Address: 5519 53rd St. Ste 200 City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806-549-5429 Email: tyson.rowin@gmail.com

Applicant's Signature: [signature]

Date: 10/30/24 Printed Name: Tyson Rowin

Owner Information

Firm Name:

Owner: QUATRO LOCOS LLC

Address: 5519 53rd St. Ste 200 City: Lubbock State: TX

ZIP Code: 79414 Telephone: Email:

Property Owner's Signature: [signature]

Date: 10/30/24 Printed Name: Tyson Rowin

Preparer Information

Preparer's Signature: [signature]

Date: 10/30/24 Printed Name: TYSON ROWIN

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.



TYSON ROWIN
CONSTRUCTION

6601 Winfield Ave. Suite 7
Lubbock, TX 79407
T: 806.549.5429
tyson.rowin@gmail.com

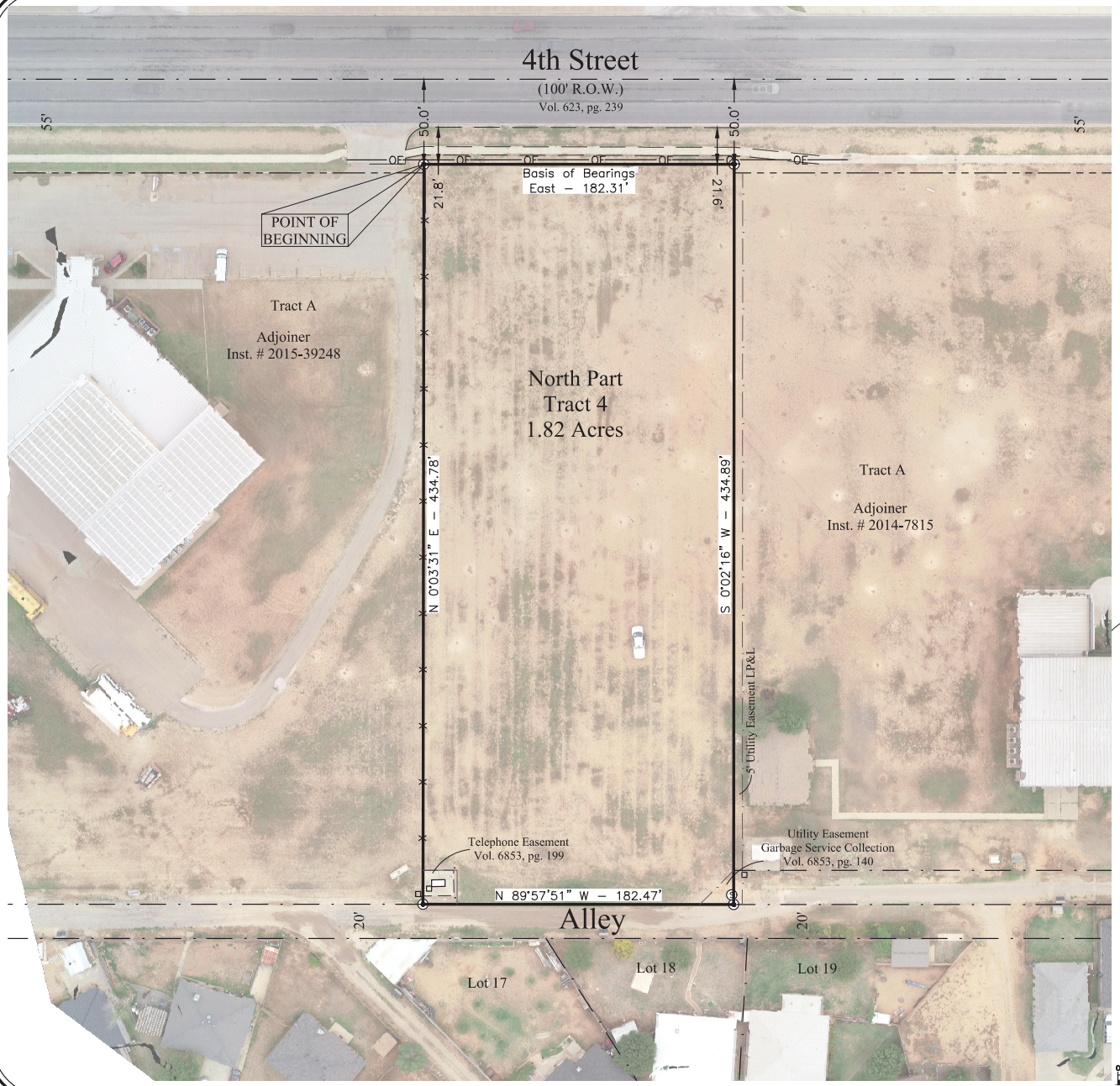
Action Item: Zoning Change Request for 6000 4th Street or R82617

Please find attached the completed Appliacation for Zoning Change for the property located at 6000 4th Street. It is reuqested that the property be changed from Single Family to Auto-Urban Commercial.

The property is located on the south side of 4th street, approximately 0.3 mile west of Frankford Ave. Directly adjacent to the property, on both the east and west sides, are churches and across 4th street is/are a retail center and apartment complex.

Enclosed:

- Appliaction for Zoning Change
- Plat Map with Metes & Bounds
- Current Zone Map
- Support Documents



LUBBOCK COUNTY, TEXAS

BEING a 1.82 acre tract of land out of the North part of Tract four (4) Isham Tubbs Estate Lands, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof, recorded in Volume 351, page 227, Deed Records. Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod found in the South right-of-way line 4th Street, for the Northwest corner;

THENCE East 182.31 feet along said right-of-way line to a 1/2 Inch Iron Rod found for the Northeast corner;

THENCE S.0°02'16"W. 434.89 feet along the West line of Tract A, recorded in Instrument No. 2014-7815, Lubbock County Deed Records, to a 1/2 Inch Iron Rod found for the Southeast corner;

THENCE N.89°57'51"W. 182.47 feet to a 1/2 Inch Iron Rod found for the Southwest corner;

THENCE N.0°03'31"E. 434.78 feet along the East line of Tract A, recorded in Instrument No. 2015-39248, Lubbock County Deed Records, to the POINT OF BEGINNING and containing 1.82 acres of land more or less.

Certificate

I do here by certify to **Tyson Cliff Rowin and Derek Cooper, Western Title Co t**hat this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **18th day of May, 2021**; that no visible above ground encroachments exist other than shown. Property is located in Zone X as according to the Flood Insurance Rate Map Panel 48303C0280E with an effective date 09/28/2007

Justin W. Cantwell, RPLS 6331

STATE OF TEXAS
REGISTERED
JUSTIN CANTWELL
6331
PROFESSIONAL
LAND SURVEYOR

LEGEND

- ⊙ – Found 1/2" Iron Rod
- □ – Utility Pedestal
- ——— – Property Line
- —·—·— – Lot Line
- —x— – Fence Line
- —OE— – Overhead Electrical/Utility
- — — — – Right–of–way
- ——·—— – Easement Line

N

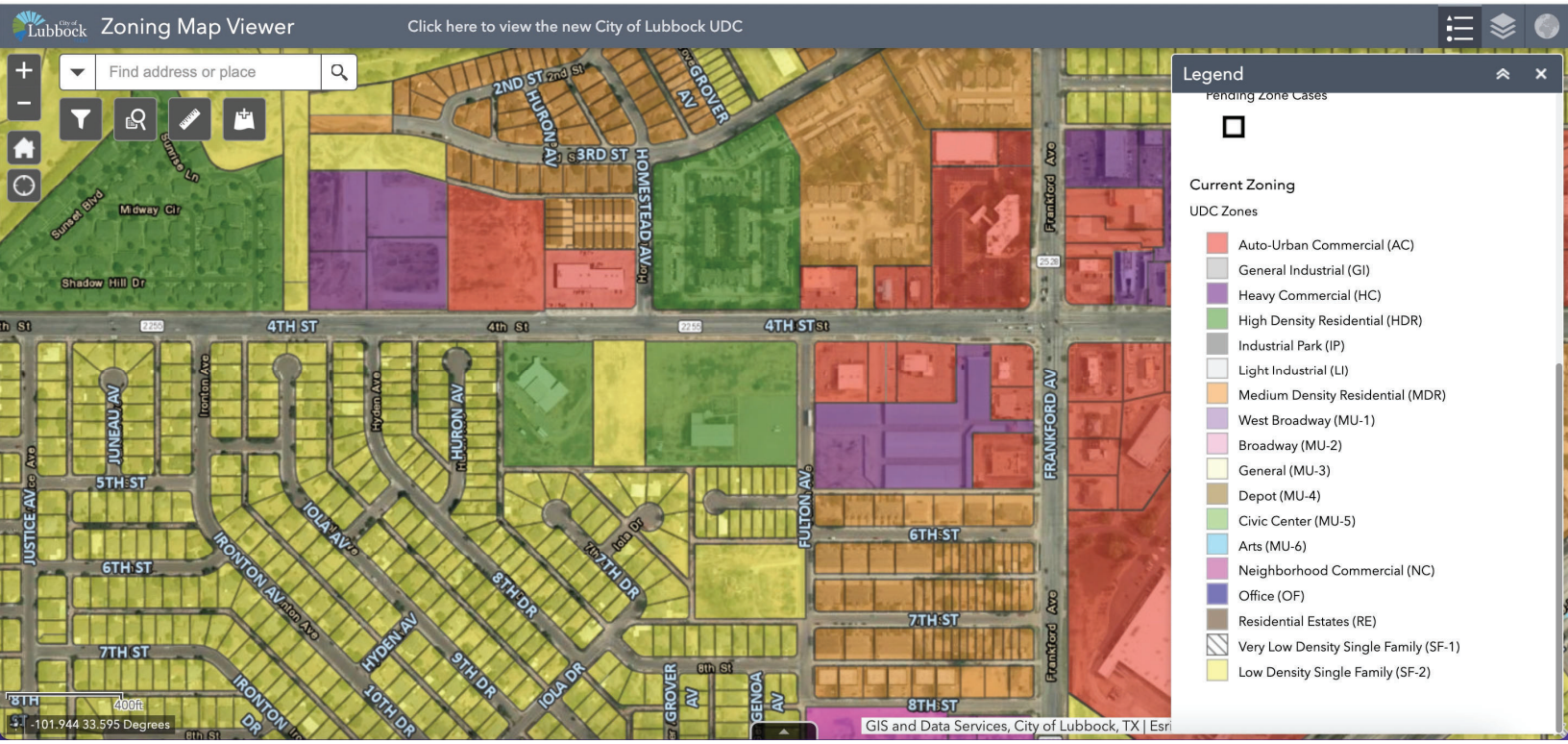
SCALE: 1" = 60'
0 30' 60' 120'

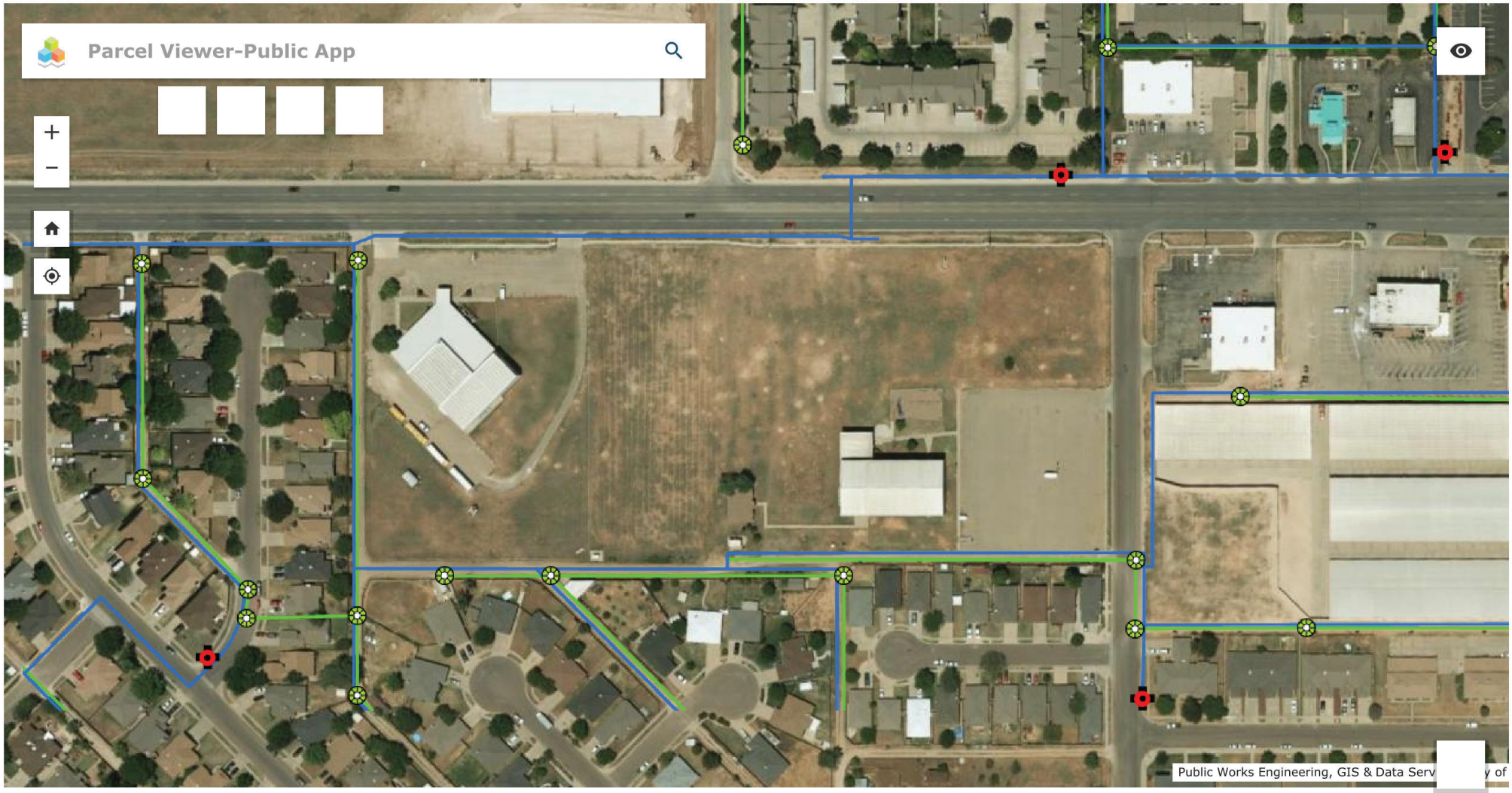
PLAT OF SURVEY

Western Title
GF: 85569
6000 4th Street
Lubbock, Lubbock County, Texas

CENTERLINE ENGINEERING & CONSULTING, LLC
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470–8686
TBPE Reg. No. F–16713
TBPLS Reg. No. 10194378

21–05–1144 – LS


Zoning Map Viewer
Click here to view the new City of Lubbock UDC
Find address or place
Legend
Pending Zone Cases
Current Zoning
UDC Zones
Auto-Urban Commercial (AC)
General Industrial (GI)
Heavy Commercial (HC)
High Density Residential (HDR)
Industrial Park (IP)
Light Industrial (LI)
Medium Density Residential (MDR)
West Broadway (MU-1)
Broadway (MU-2)
General (MU-3)
Depot (MU-4)
Civic Center (MU-5)
Arts (MU-6)
Neighborhood Commercial (NC)
Office (OF)
Residential Estates (RE)
Very Low Density Single Family (SF-1)
Low Density Single Family (SF-2)
2ND ST
3RD ST
4TH ST
5TH ST
6TH ST
7TH ST
8TH ST
HOMESTEAD AV
HURON AV
GROVER AV
FRANKFORD AV
FULTON AV
JUNEAU AV
JUSTICE AV
IRONTON AV
IOLA AV
HYDEN AV
8TH DR
9TH DR
10TH DR
IOLA DR
GENOA AV
Frankford Ave
Midway Cir
Shadow Hill Dr
Sunset Blvd
Sunrise Ln
-101.944 33.595 Degrees
GIS and Data Services, City of Lubbock, TX | Esri



-101.945 33.592 Degrees

200ft

LOT 80 WIDE X 435 DEEP

5909 - 4TH ST

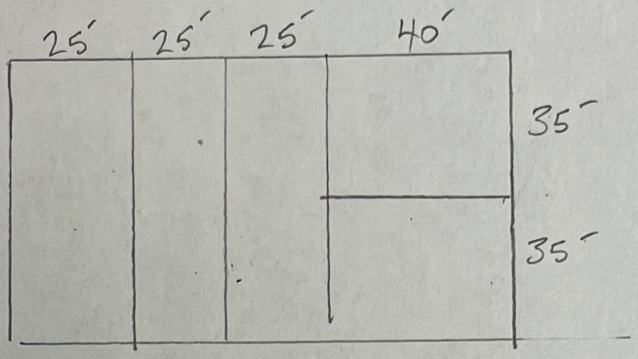
N

4TH STREET

70' SET BACK/PARKING

70' FOR BUILDING

50' SETBACK/PARKING



DRIVE/
EASEMENT

NEW PROPERTY LINE/REPLAT

OFFICE

SET BACK

ALLEY

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.:** ***3513***

In Favor ___

Opposed ✓

Reasons and/or Comments:

We do not want a commercial district right next to our house. Thank you.

Print Name Jenny Fulton - C.E. Fulton Investments

Signature: Jenny Fulton

Address: P.O. Box 716

Address of Property Owned: 411 Huron

Phone Number: 806-683-0046

Email: jennyd0513@yahoo.com

Zone Case Number: **3513** R88018 Recipient 29 of 78

C E FULTON INVESTMENTS LLC
PO BOX 716

MATADOR TX 79244

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.:** ***3513***

In Favor ____

Opposed X

Reasons and/or Comments:
Do not want to be in a auto urban commercial district.

Print Name Molly Toon

Signature: Molly Toon

Address: 602 Iola Dr 79416

Address of Property Owned: 602 Iola Drive

Phone Number: 806 535 0269

Email: toonmolly@yahoo.com

Zone Case Number: **3513** R150147 Recipient 58 of 78
TOON, MOLLY
602 IOLA DR

LUBBOCK TX 79416

RECEIVED
DEC 03 2024
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3513***

In Favor ____

Opposed X

Reasons and/or Comments:
I have no way of knowing what kind of business is planning to moving, maybe a bar or strip joint or Vape shop. No way I can be in favor until I know what is coming into our neighborhood.

Print Name Carlos & Juana A. Samudio

Signature: Carlos Samudio

Address: 421 Huron Ave Lubbock TX 79416

Address of Property Owned: 421 Huron Ave Lubbock TX 79416

Phone Number: 806-407-8433

Email: carlos2061@aol.com

Zone Case Number: **3513** R87863 Recipient 73 of 78
SAMUDIO CARLOS & JUANA A
421 HURON AVE

LUBBOCK TX 79416

RECEIVED
DEC 05 2024
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

More development in the area is needed.

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd Ste. 200, Lubbock, TX 79414

Address of Property Owned: 310 Homestead # 4, Lubbock, TX

Phone Number: ____

Email: brooke@mashedrider.com

Zone Case Number: **3513** R342575 Recipient 70 of 78

QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

We need more growth in northwest Lubbock

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd St, Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #5, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342576 Recipient 42 of 78

QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

more growth in northwest Lubbock is needed.

Print Name Brooke Hargood

Signature: [signature]

Address: 5519 53rd Ste 200 Lubbock, TX

Address of Property Owned: 310 Homestead #17, Lubbock, TX

Phone Number: _____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342588 Recipient 69 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

More development needed on west 4th St.

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #11, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342582 Recipient 43 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ___

Reasons and/or Comments:

We need more development on 4th St.

Print Name Brooke Hargood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead # 8, Lubbock, TX

Phone Number: ___

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342579 Recipient 71 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

More growth on 4th st is needed.

Print Name Brooke Hopgood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #15, Lubbock, TX

Phone Number: ____

Email: Brooke@maskedrider.com

Zone Case Number: **3513** R342586 Recipient 50 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

more growth on 4th is needed

Print Name Brooke Hobgood

Signature: Brooke

Address: 5519 53rd Ste. 200, Lubbock, TX

Address of Property Owned: 310 Homestead #10, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342581 Recipient 72 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor /

Opposed ____

Reasons and/or Comments:

West 4th St. needs more growth.

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #16, Lubbock, TX

Phone Number: _____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342587 Recipient 68 of 78

QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

West 4th st needs more growth.

Print Name Brooke Hobgood

Signature: BHC

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #3, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342574 Recipient 63 of 78

QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

West 4th needs more development.

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #14, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342585 Recipient 64 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

4th street need more growth.

Print Name Brooke Haygood

Signature: [signature]

Address: 5519 53rd Ste. 200, Lubbock, TX

Address of Property Owned: 310 Homestead #7, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342578 Recipient 65 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd Ste. 200, Lubbock, TX

Address of Property Owned: 310 Homestead #12, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342583 Recipient 66 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Brooke Hobgood

Signature: Brooke Hobgood

Address: 5519 53rd Ste. 200, Lubbock, TX

Address of Property Owned: 310 Homestead # Lubbock, TX

Phone Number: _____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342590 Recipient 67 of 78

QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

We need more growth on west 4th.

Print Name Brooke Hubgood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #6, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342577 Recipient 59 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

grow west 4th

Print Name Brooke Haygood

Signature: [signature]

Address: 5519 53rd Ste 200, Lubbock, TX

Address of Property Owned: 310 Homestead #9, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R342580 Recipient 78 of 78
QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

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.:** ***3513***

In Favor ✓

Opposed ____

Reasons and/or Comments:

We need more development down 4th street.

Print Name Brooke Hobgood

Signature: [signature]

Address: 5519 53rd St Lubbock, TX 79414

Address of Property Owned: ~~[illegible]~~ 6000 4th, Lubbock, TX

Phone Number: ____

Email: Brooke@mashedrider.com

Zone Case Number: **3513** R82617 Recipient 10 of 78

QUATRO LOCOS LLC
5519 53RD ST
STE 200

LUBBOCK TX 79414

Information

Agenda Item

Ordinance 2nd Reading - Building Safety: Consider Ordinance No. 2025-O0019, amending Article 28.14 of the City of Lubbock Code of Ordinances, with a revision to the adopted appendices regarding the International Residential Code.

Item Summary

On January 14, 2025, the City Council approved the first reading of the ordinance unanimously.

The proposed changes to Article 28.14 of the City of Lubbock Code of Ordinances are related to the recently adopted 2021 International Residential Code (IRC). The intent when drafting the new ordinance for the 2021 IRC (IRC) was to keep the same adopted appendices we had previously in the 2015 IRC. However, the appendices in the 2015 IRC did not carry over. When it was discovered that had not occurred, a proposal was presented to the Model Codes Advisory Board making the change. The Model Codes Advisory Board took action on October 9, 2024.

With the proposed change, we would only be electing to adopt the informative appendices to assist in regulations and not the appendices which adds additional requirements to enforce. Following this memo you will find the redline of the proposed changes.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 IRC Ordinance
Redline

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 28.14.001 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD AMENDING THE 2021 INTERNATIONAL RESIDENTIAL CODE TO DELETE CERTAIN APPENDICES TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to amend the 2021 International Residential Code for the City of Lubbock to delete certain appendices thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Section 28.14.001 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

> § 28.14.001 **Adopted.**
>
> The 2021 edition of the International Residential Code, as published by the International Code Council, Inc., as hereinafter amended, including appendices AA — AD, AG, AN, and AP is hereby adopted as the Residential Code for One- and Two-family Dwellings of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the residential code in this chapter shall mean the 2021 edition of the International Residential Code. One copy of the 2021 International Residential Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Whitley Green, Assistant Building Official

APPROVED AS TO FORM:

_____

Amy Sims, Deputy City Attorney

ARTICLE 28.14
INTERNATIONAL RESIDENTIAL CODE[1]

§ 28.14.001. **Adopted.**

The 2021 edition of the International Residential Code, as published by the International Code Council, Inc., as hereinafter amended, including appendices AA — AD, AG, AN, and AP~~, and appendices AE, AF, AH — AM, AO and AQ — AX~~ is hereby adopted as the Residential Code for One- and Two-family Dwellings of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the residential code in this chapter shall mean the 2021 edition of the International Residential Code. One copy of the 2021 International Residential Code shall be filed with the city secretary and a copy shall be maintained in the office of the city *building official.* All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

AI# 13102
Regular City Council Meeting 7. 1.
01/28/2025:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Community Development & Services Board/Urban Renewal Agency Board of Commissioners, Libraries Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Water Advisory Commission, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Community Development & Services Board/Urban Renewal Agency Board of Commissioners, Libraries Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Water Advisory Commission, North Overton Tax Increment Financing Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 13087
Regular City Council Meeting 7. 2.
01/28/2025:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2025-O0018, for Zone Case 3512, a request of Parkhill for Jan Humphries Campbell, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), generally located at the southwest corner of 130th Street and Milwaukee Avenue, on approximately 34.78 acres of unplatted land out of Block AK, Section 12.

Item Summary

On January 14, 2024, the City Council voted 6-1 to approve the zone change excluding the condition that a Type C Bufferyard be required along the east property line. The ordinance has been revised to reflect the action of the Council at the January 14, 2024 Council meeting.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on December 5, 2024, and recommended approval of the request, with the following condition, by a unanimous vote of 7-0-1.

1. That a Type C Bufferyard is required along the east property line.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3512
Staff Report 3512
Documentation 3512

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. 3512; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT GENERALLY LOCATED AT THE SOUTHWEST CORNER OF 130TH STREET AND MILWAUKEE AVENUE, ON APPROXIMATELY 34.78 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 12, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO REQUIREMENTS; 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 compiled 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 Ordinances 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. 3512

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 **generally located at the southwest corner of 130th Street and Milwaukee Avenue, on approximately 34.78 acres of unplatted land out of Block AK, Section 12,** City of Lubbock, Lubbock County, Texas, subject to requirements, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a 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/Zones/ZC3512
1.15.25

PROPOSED TRACT RE-ZONING OF A 34.78-ACRE TRACT (SF-2 RE-ZONED TO HC) IN SECTION 12, BLOCK AK, E.L. & R.R. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS

A 34.78-acre tract of land in Section 12, Block AK, E.L. & R.R. RR. Company Survey, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a "MAG" nail with a washer stamped "AMD ENG" found in west line of the northeast quarter of said Section 12, in the south right-of-way line of Texas Loop 88, described in right-of-way dedications recorded in County Clerk's File Number 2020011844 and 2020042512 of the Official Public Records of Lubbock County, Texas, for the northwest corner of this tract, whence the northwest corner of said Section 12 bears *North 01 degrees 49 minutes 40 seconds West* a distance of 54.12 feet and *North 88 degrees 12 minutes 59 seconds West* a distance of 2639.31 feet;

(1) THENCE *South 88 degrees 13 minutes 13 seconds East*, along the south right-of-way line of said Loop 88, a distance of 961.65 feet to a point of curvature for a corner of this tract;

(2) THENCE southeasterly, along the south right-of-way line of said Loop 88, and a curve to the left, an arc distance of 348.26 feet, said curve having a radius of 8042.00 feet, a delta angle of *02 degrees 28 minutes 52 seconds*, a chord bearing of *South 89 degrees 27 minutes 39 seconds East*, and a chord distance of 348.23 feet to a point of reverse curvature for a corner of this tract;

(3) THENCE southeasterly, along the south right-of-way line of said Loop 88, and a curve to the right, an arc distance of 219.33 feet, said curve having a radius of 7958.00 feet, a delta angle of *01 degrees 34 minutes 45 seconds*, a chord bearing of *South 89 degrees 54 minutes 43 seconds East*, and a chord distance of 219.33 feet to a point of tangency for a corner of this tract;

(4) THENCE *South 88 degrees 12 minutes 59 seconds East*, along the south right-of-way line of said Loop 88, a distance of 634.14 feet to a point of intersection for a corner of this tract;

(5) THENCE *South 85 degrees 55 minutes 47 seconds East*, along the south right-of-way line of said Loop 88, a distance of 69.32 feet to a point for in the west line of a tract of land conveyed to Kathy Tzemos, described in a deed recorded in Volume 5594, Page 13 of the Real Property Records of Lubbock County, Texas, at a point of intersection for a corner of this tract, whence a rebar with a 2-inch aluminum cap stamped "TxDOT" found at a point of intersection in the south right-of-way line of said Loop 88 bears *South 85 degrees 55 minutes 47 seconds East* a distance of 55.17 feet;

(6) THENCE *South 01 degrees 47 minutes 07 seconds West* a distance of 434.08 feet to a point for the southwest corner of said Tzemos tract, at a point of intersection for a corner of this tract;

(7) THENCE *South 88 degrees 12 minutes 53 seconds East* a distance of 198.00 feet to a point for the southeast corner of said Tzemos tract, at a point of intersection for a corner of this tract;

(8) THENCE *North 04 degrees 33 minutes 03 seconds East*, along the east line of said Tzemos tract, a distance of 432.40 feet to a rebar with a 2-inch aluminum cap marked "TxDOT" found in the south right-of-way line of said Loop 88, at a point of intersection for a corner of this tract;

(9) THENCE *South 88 degrees 13 minutes 13 seconds East*, along the south right-of-way line of said Loop 88, a distance of 86.24 feet to a rebar with a 2-inch aluminum cap marked "TxDOT" found at a point of intersection for a corner of this tract;

(10) THENCE *South 43 degrees 14 minutes 11 seconds East*, along the south right-of-way line of said Loop 88, a distance of 42.55 feet to a point of intersection for a corner of this tract;

(11) THENCE *South 01 degrees 36 minutes 43 seconds West*, along the south right-of-way line of said Loop 88, a distance of 117.72 feet to a rebar with a 2-inch aluminum cap marked "TxDOT" found at a point of intersection for a corner of this tract;

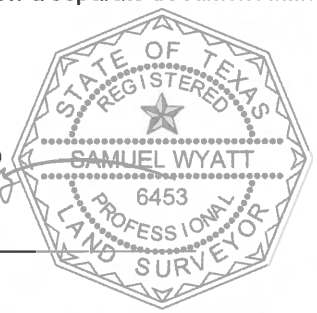
(12) THENCE *South 87 degrees 58 minutes 22 seconds East*, along the south right-of-way line of said Loop 88, a distance of 71.33 feet to a point in the east line of said Section 12 for the northeast corner of this tract, whence the northeast corner of said Section 12 bears *North 01 degrees 47 minutes 25 seconds East* a distance of 193.05 feet;

(13) THENCE *South 01 degrees 47 minutes 25 seconds West*, along the east line of said Section 12, a distance of 466.95 feet to a point in the south line of the existing City of Lubbock annexation limits described in Ordinance No. 2008-00104, for the southeast corner of this tract, whence a 1-inch iron pipe found at the southeast corner of said Section 12 bears *South 01 degrees 47 minutes 25 seconds West* a distance of 4626.82 feet;

(14) THENCE *North 88 degrees 12 minutes 59 seconds West*, along the south line of said City of Lubbock annexation limits, a distance of 2639.74 feet to a point in the west line of the northeast quarter of said Section 12 for the southwest corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found at the south quarter corner of said Section 12 bears *South 01 degrees 49 minutes 40 seconds West* a distance of 4614.13 feet;

(15) THENCE *North 01 degrees 49 minutes 40 seconds East*, along the west line of the northeast quarter of said Section 12, a distance of 605.88 feet to the **POINT OF BEGINNING**. Bearings called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are at surface. Areas reported in this description are based on calculations made from surface distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts. A plat of this survey is included on a separate document attached herewith.

Signed: October 22, 2024



Samuel Wyatt, RPLS 6453

This document was prepared under 22 TAC 138.95 and 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 creati on or reconfiguration of the boundary of the political subdivision for which it was prepared.

PROPOSED TRACT RE-ZONING OF A 34.78-ACRE TRACT (SF-2 REZONED TO HC) IN SECTION 12, BLOCK AK, LUBBOCK COUNTY, TEXAS

PARENT TRACT: COUNTY CLERK'S FILE NUMBER 2016027675

OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS

NORTH

0 500' 1000'

LINE	BEARING	DISTANCE
L1	N.04°33'03"E.	432.40'
L2	S.43°14'11"E.	42.55'
L3	S.01°36'43"W.	117.72'
L4	S.87°58'22"E.	71.33'
L5	S.01°47'25"W.	466.95'

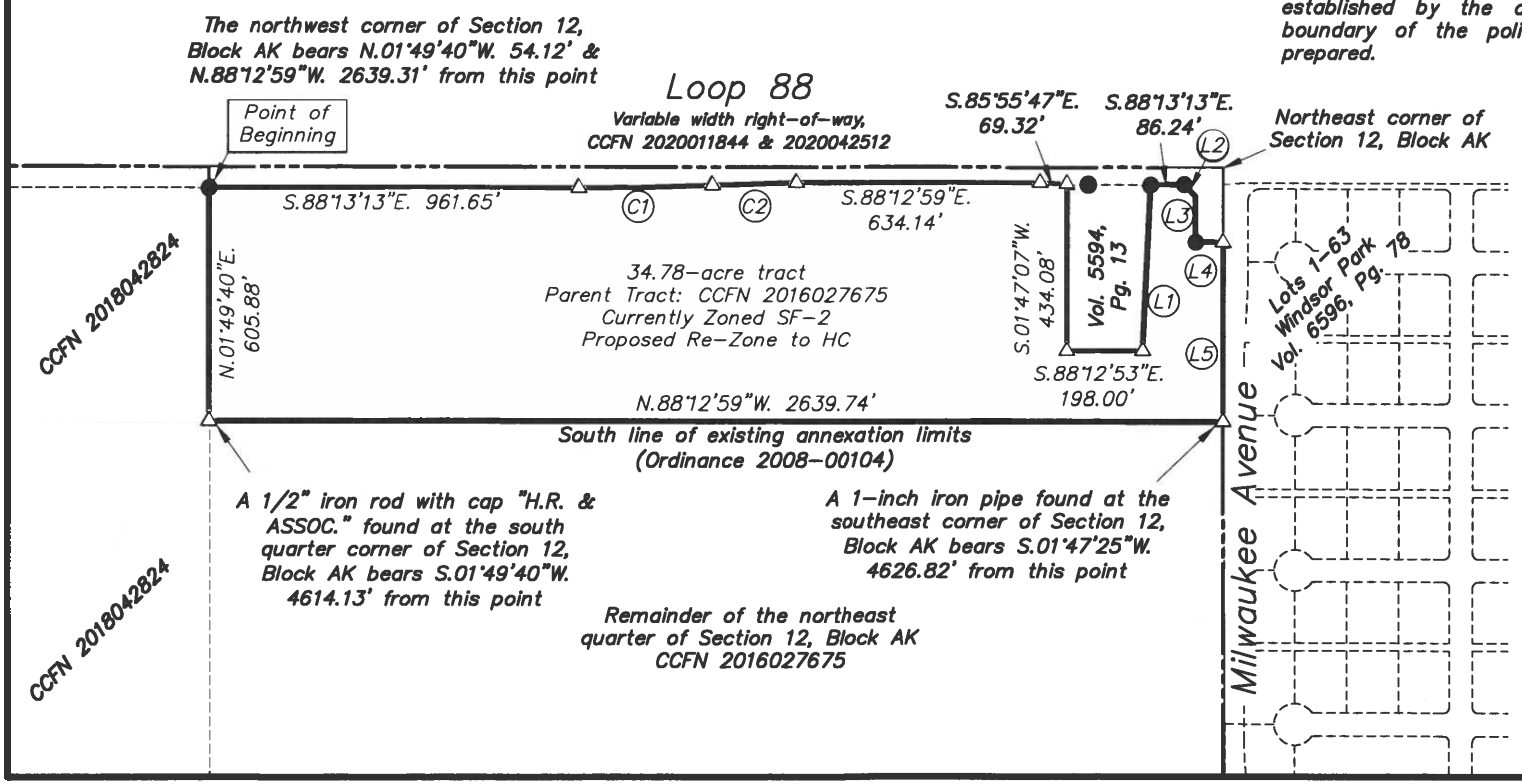
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	8042.00'	348.26'	348.23'	S.89°27'39"E.	2°28'52"
C2	7958.00'	219.33'	219.33'	S.89°54'43"E.	1°34'45"

Surveyor's Report:

Bearings are based on the Texas Coordinate System, North Central Zone 4202, NAD83. Distances shown on this plat are at surface. Areas reported on this plat are based on calculations made from surface distances.

A metes and bounds description of this tract is shown on a separate document attached herewith.

This document was prepared under 22 TAC 138.95 and 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.



Legend:

● = *Found monument*

△ = *Calculated point*

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Planning Department
City of Lubbock

Staff Report	Zone Case 3512
City Council Meeting	January 14, 2025

Applicant Parkhill

Property Owner Jan Humphries Campbell

Council District 5

Prior Board or Council Action

- December 4, 2008, Ordinance No. 2008-O0104: The subject property was annexed into the city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from T to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- December 5, 2024, Zone Case 3512: The Planning and Zoning Commission recommended approval of a zone change from SF-2 to Heavy Commercial District (HC) by a vote of 7-0-1, with the following condition:
  - That a Type C Bufferyard is required along the east property line.

Notification Summary

- Notifications Sent: 30
- Received In Favor: 0
- Received In Opposition: 19 (11 of which are outside the notification boundary)

Site Conditions and History

The subject property is currently vacant and unplatted.

Adjacent Property Development

The properties to the north are zoned a combination of Heavy Commercial District (HC) and Low-Density Single-Family District (SF-2) and are developed with single-family homes. The property to the west is vacant land zoned HC and the areas to the east and south are outside city limits.

Zoning Request and Analysis

Item Summary

The subject property is generally located at the southwest corner of 130th Street and Milwaukee Avenue, on 34.78 acres of unplatted land out of Block AK, Section 12. 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 zoning: **Heavy Commercial District (HC)**

Intent Statements

The intent of the current SF-2 zoning 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 an 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 resource protection."

The intent of the requested HC zoning 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. The district should be located away from residential areas or, if unavoidable, should be heavily buffered."

Traffic Network/Infrastructure Impacts
The property is generally located at the southwest corner of 130th Street and Milwaukee Avenue, The Master Thoroughfare Plan, 2018 designates 130th Street as a freeway. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Milwaukee Avenue is designated as a principal Arterial. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Residential Low-Density land uses. While this request is not consistent with that designation, it is consistent with the principles of the Comprehensive Plan, given its location along a future freeway and proximity to commercial land uses.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along future Loop 88 and is appropriate adjacent to nearby commercial land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zoning, though additional improvements may be necessary as it is currently unplatted.

Conclusion
Staff has no objection to the request.

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
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 3512

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has points of access from 130th Street and Milwaukee Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
130th Street, *Freeway Future Loop 88*	R.O.W. 51 feet, two-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Milwaukee Avenue *Principal Arterial, Future*	Future	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes:

District 5

3.3 **Zone Case 3512:** Parkhill for Jan Humphries Campbell, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- Generally located at the southwest corner of 130th Street and Milwaukee Avenue, on approximately 34.78 acres of unplatted land out of Block AK, Section 12.

PLANNER CASSIE BERMEA gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT BRANDON AUTREY, 5410 County Road 1425, representing Parkhill, indicated there is currently no planned use for the subject property and that the request is more for marketing the property. He answered questions from the Commission.

IN OPPOSITION DARIAN RAGAN, 6406 County Road 7415, cited excerpts from the Comprehensive Plan, specifying the text stating expansion or new development of heavy commercial or industrial sites adjacent to residential areas should be disallowed.

IN OPPOSITION JANCY JESTER, 6308 County Road 7470, stated that Milwaukee Avenue does not continue south, but instead stops at 130th Street. She indicated that traffic congestion is an issue at the intersection. She expressed the opinion that approval of the request prior to construction of Loop 88 would prove inconvenient for residents in the area.

IN OPPOSITION WAYNE HAGGERTON, 6408 County Road 7415, stated that approval of the request would disturb the present peace in the area.

No one appeared to speak in favor of the request.

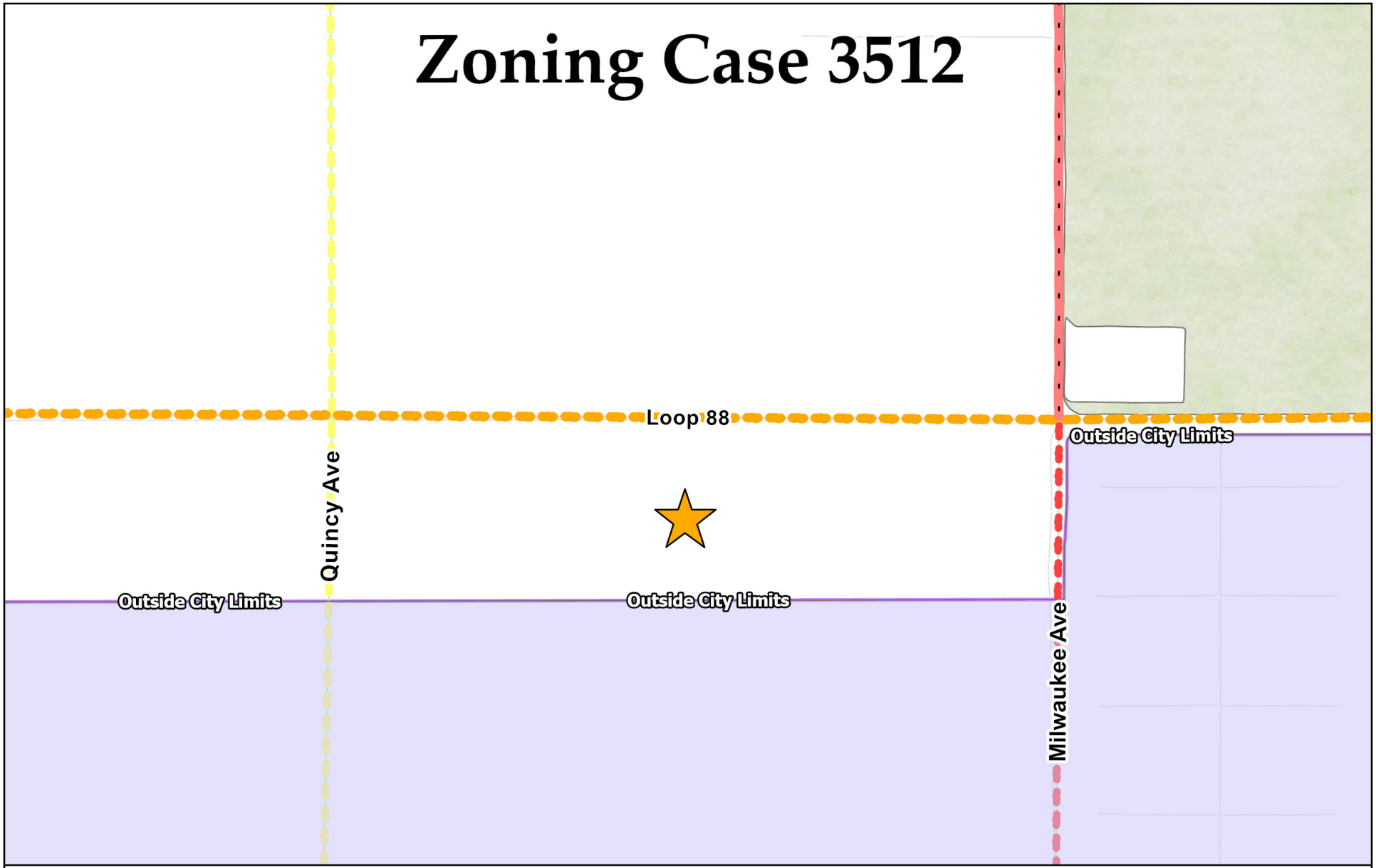
In the matter of **Zone Case 3512,** a motion was made by **BRANDON HARDAWAY** and seconded by **SCOTT GLOYNA** to approve the request as presented with the following condition:

- That a Type C Bufferyard is required along the east property line.

The Commission voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. The case will be forwarded to City Council for consideration.

TAREK REDWAN recused from the vote.

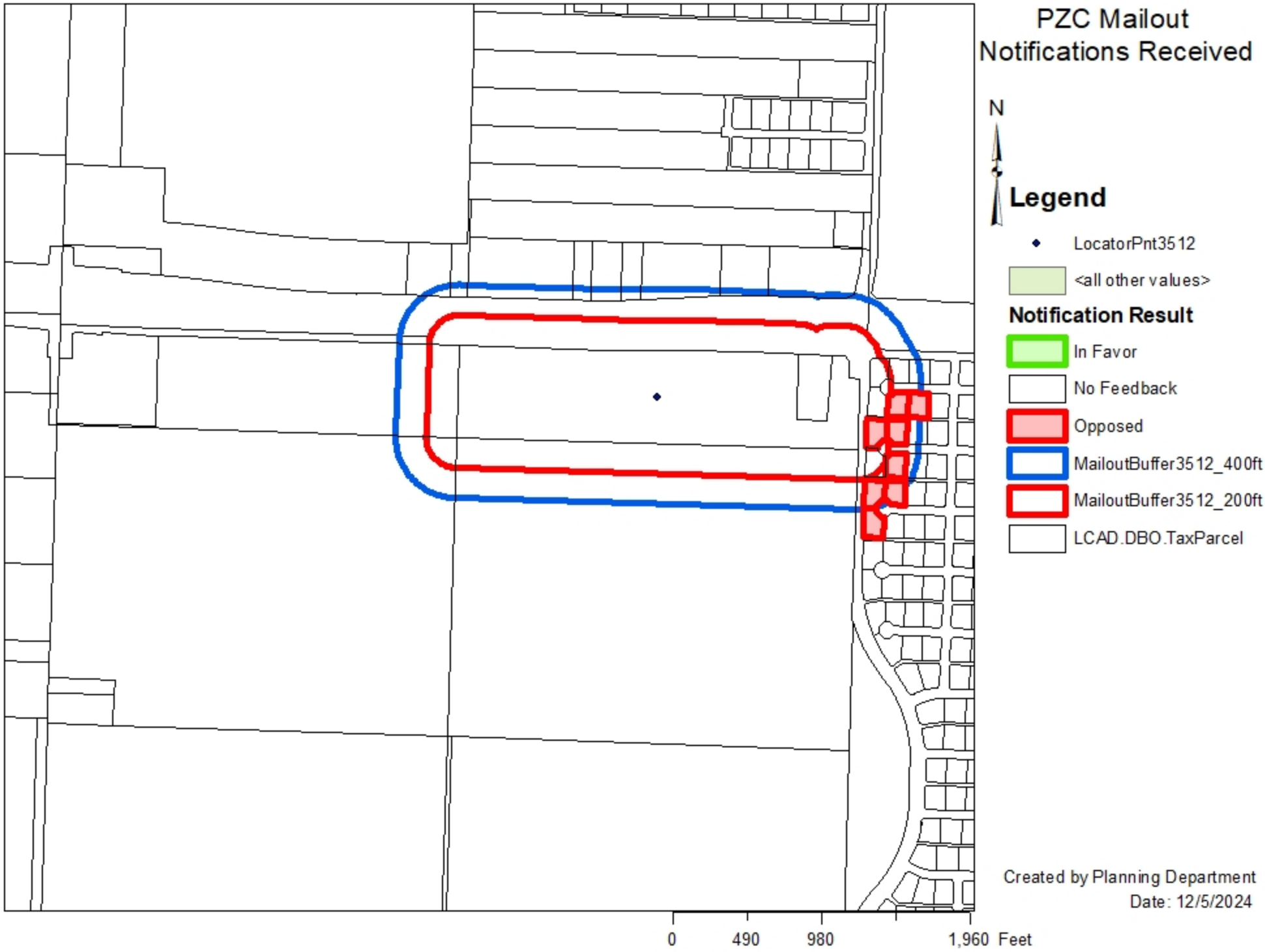
Zoning Case 3512



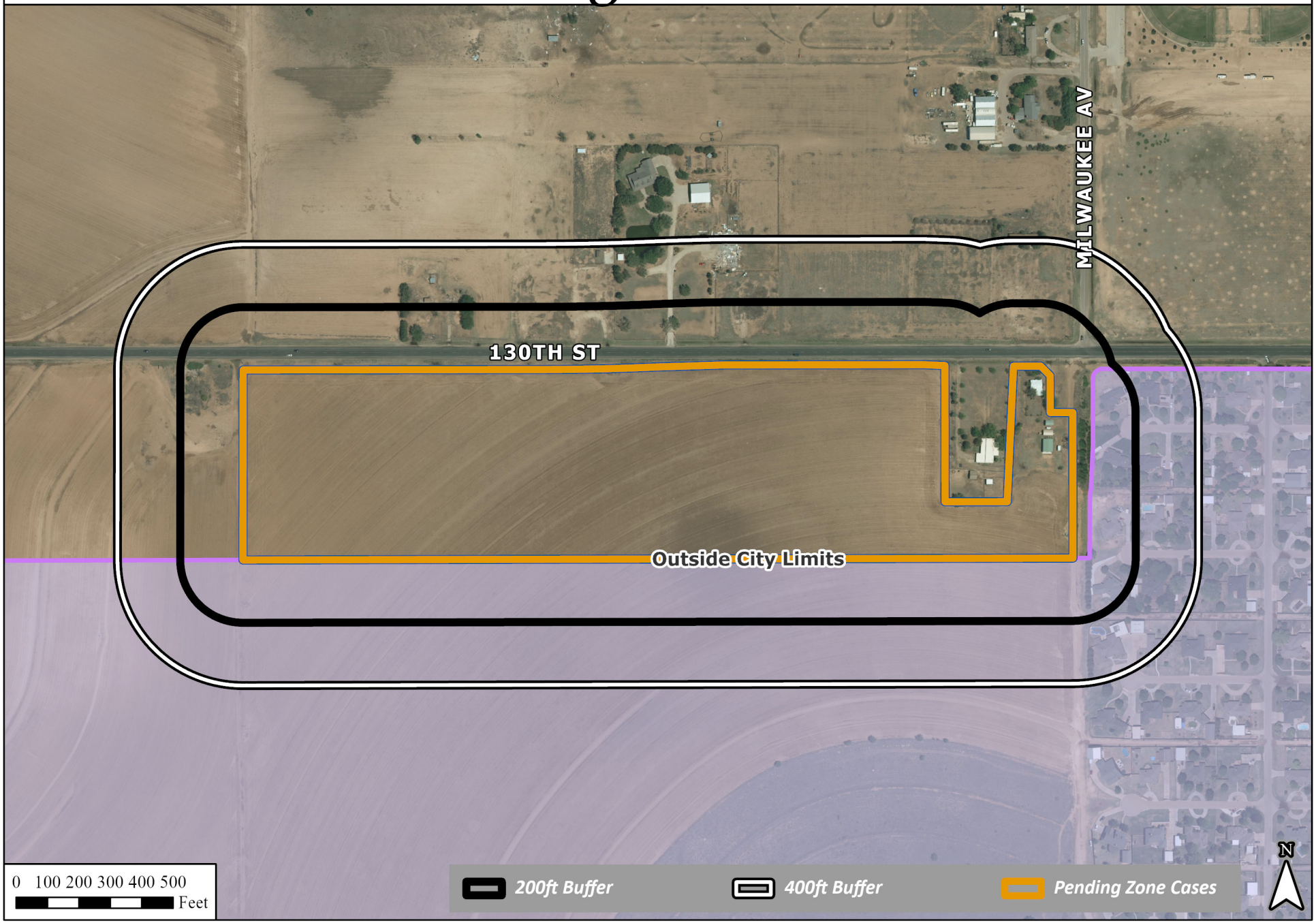
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

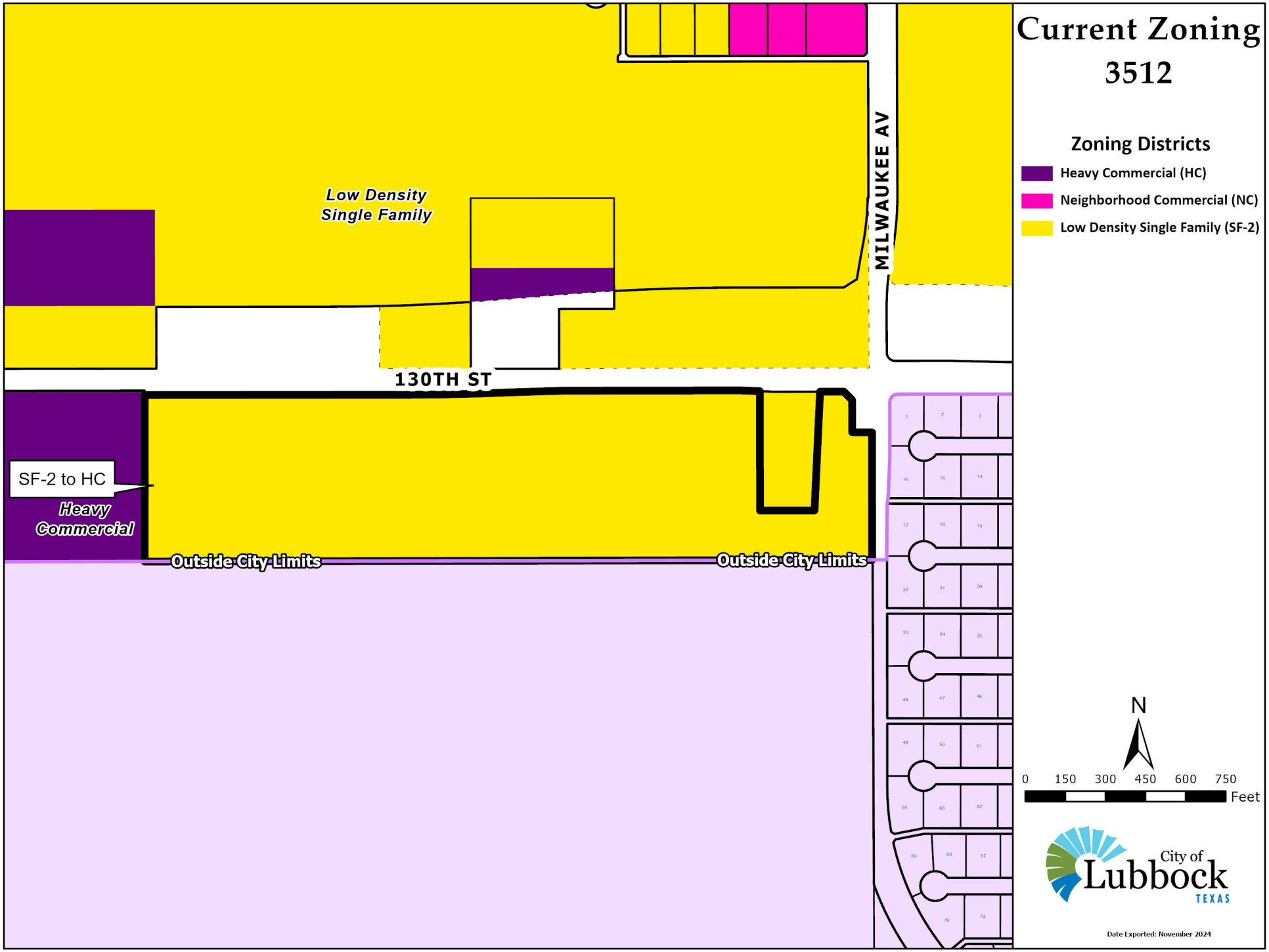
N
W E
S

Date Exported: November 2024


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3512
<all other values>
Notification Result
In Favor
No Feedback
Opposed
MailoutBuffer3512_400ft
MailoutBuffer3512_200ft
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 12/5/2024
0
490
980
1,960 Feet

Zoning Case 3512





Current Zoning
3512

Zoning Districts

- Heavy Commercial (HC)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)

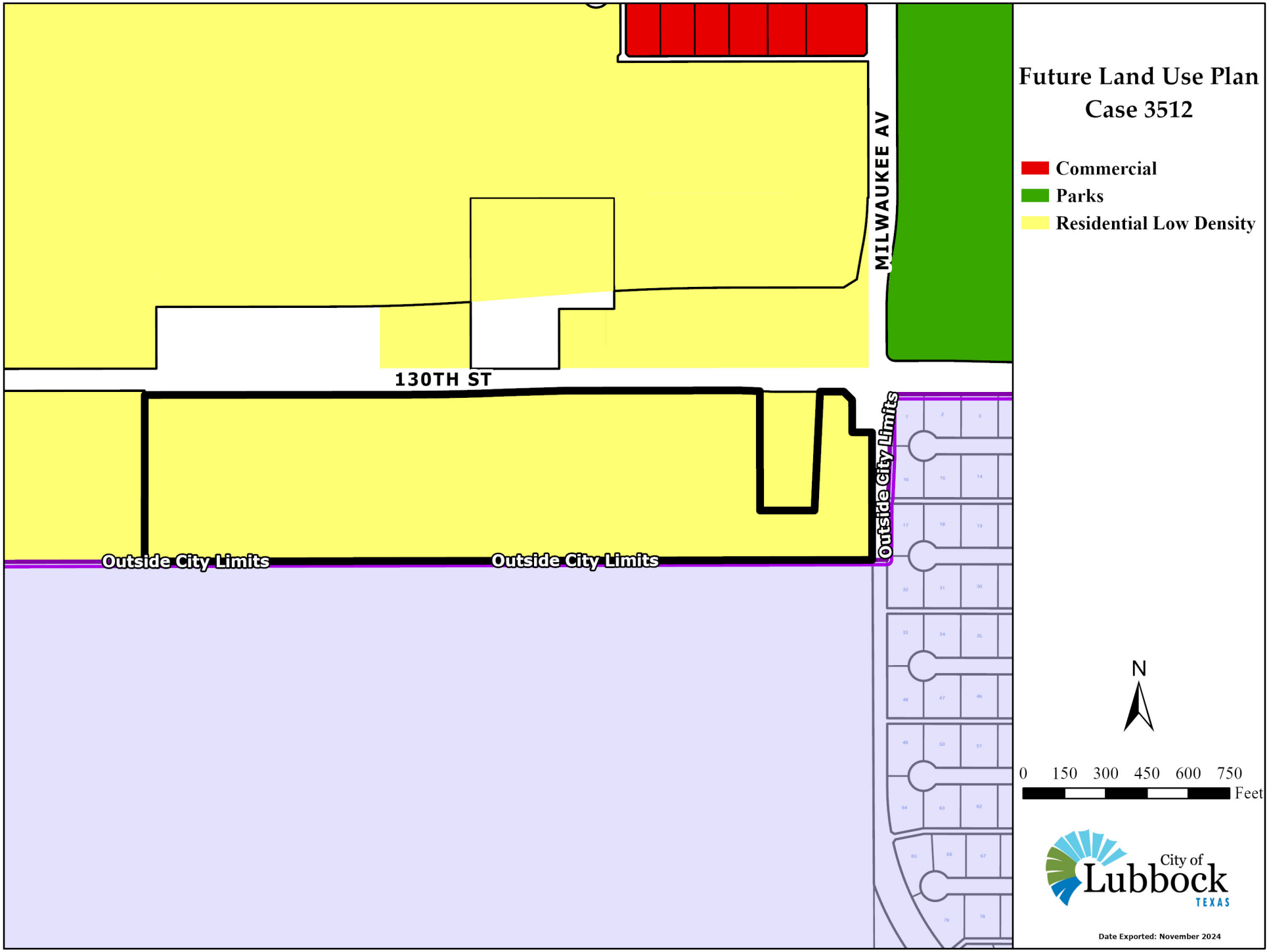
N

0 150 300 450 600 750

Feet

City of Lubbock TEXAS

Date Exported: November 2024

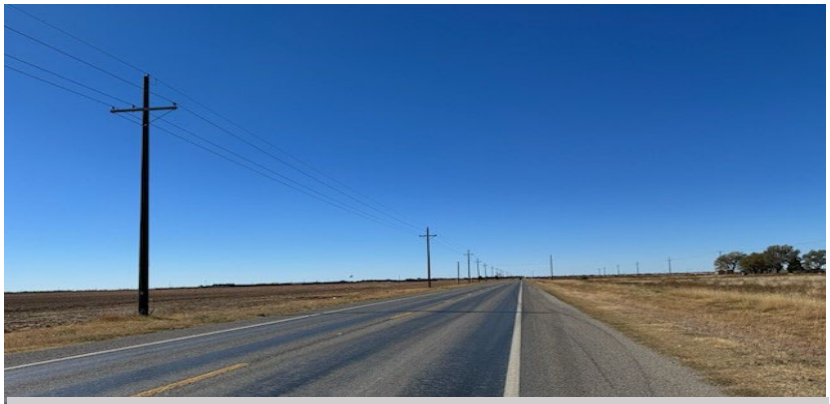

Future Land Use Plan
Case 3512
Commercial
Parks
Residential Low Density
MILWAUKEE AV
130TH ST
Outside City Limits
Outside City Limits
Outside City Limits
N
0 150 300 450 600 750
Feet
City of Lubbock TEXAS
Date Exported: November 2024



East View —Subject Property



South View



West View.



North View.—Subject Property

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Southwest corner of 130th street and Milwaukee Avenue

Lots/Tracts: TR B & B-2-A

Survey & Abstract: BLK AK Sec 12 AB 706

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 34.66

Existing Land Use: Agricultural Land Existing Zoning: Low Density Single Family (SF-2)

Requested Zoning: Heavy Commercial (HC)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Parkhill

Name: Tarek Redwan, P.E.

Address: 4222 85th Street City: Lubbock State: Texas

ZIP Code: 79423 Telephone: (806) 544-5164 Email: tredwan@parkhill.com

Applicant's Signature: Tarek Redwan

Date: 10/22/2024 Printed Name: TAREK REDWAN, P.E.

Owner Information

Firm Name: N/A

Owner: Campbell, Jan Humphries

Address: 4606 16th Street City: Lubbock State: TX

ZIP Code: 79416 Telephone: (806) 789-2394 Email: jhcampbell44@yahoo.com

Property Owner's Signature: Jan Humphries Campbell

Date: 10/22/2024 Printed Name: JAN CAMPBELL

Preparer Information

Preparer's Signature: Tarek Redwan

Date: 10/22/2024 Printed Name: TAREK REDWAN, P.E.

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

SEE ATTACHMENT 'A'

Print Name Jimmy D Derryberry & Vicki Derryberry

Signature: Jimmy D. Derryberry & Vicki Derryberry

Address: 6405 CR 7405 Lubbock, TX 79424

Address of Property Owned: 6405 CR 7405 Lubbock, TX 79424

Phone Number: 806-983-7884

Email: VLderryberry@yahoo.com

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name Jimmy D & Vicki Derryberry

Signature Jimmy D Derryberry Vicki Derryberry

Address 6405 CR 7405 Lubbock, TX 79424.

Address of Property Owned _____

Phone Number 806-983-7884

Email VLderryberry@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

See Attachment "A"

Print Name Sam Gentry

Signature: [signature]

Address: 6406 CR 7410 Lubbock TX 79424

Address of Property Owned: 6406 CR 7410 Lubbock TX 79424

Phone Number: 325-374-6892

Email: sam.gentry@patetrucking.com

Zone Case Number: **3512** R158857 Recipient 30 of 30
GENTRY WHITNEY B & SAMUEL
6406 COUNTY ROAD 7410

LUBBOCK TX 79424

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name Sam Gentry

Signature [signature]

Address 6406 CR 7410 Lubbock TX 79424

Address of Property Owned 6406 CR 7410 Lubbock TX 79424

Phone Number 325-374-6692

Email Sam.gentry@pentatrucking.com

-----Original Message-----
From: Michele Harris <micheleh193@gmail.com>
Sent: Sunday, December 1, 2024 8:28 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning Change from Residential to Large Commercial, West of Windsor Park Subdivision

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

To whom it may concern,

My name is Michele Harris. Myself and my husband live at 6303 County Road 7425, in Windsor Park subdivision. It has been brought to our attention that the area immediately adjacent to our subdivision, on the West side, that borders FM-1585, is slated to change the zoning that has been in Lubbock county for decades.
My husband and I are emphatically opposed to the zoning change adjacent to our subdivision, which is designated as an SF-1, or very low density single family zone. This zoning change is being done to accommodate large commercial businesses at an unprotected intersection along the proposed route of Loop 88.
We moved to Windsor Park from a small rural town in 2009 due to it being outside the Lubbock city limits and being peaceful and quiet mimicking a small town. There will be plenty of large businesses and opportunities North of Loop 88. Why does our subdivision need to be dismantled by decreasing our property values with an adjacent large commercial business? Why destroy a neighborhood that is well cared for by all its home owners that take pride in their homes, neighborhood, and neighbors?
The majority, if not all, of the home owners of Windsor Park are completely opposed to this zoning change. I would hope that our voices are heard and taken into consideration before making this zoning change.

Sincerely,

Michele Harris

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.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

SEE ATTACHMENT 'A'

Print Name Tosha Dupras + Valerio Gamberini

Signature: Tosha Dupras

Address: 6405 CR 7410, Lubbock, TX 79424

Address of Property Owned: 6405 CR 7410, Lubbock, TX 79424

Phone Number: (407) 267-3384

Email: tosha.dupras@gmail.com

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name Tosha Dupras + Valerio Gamberini

Signature Tosha Dupras

Address 6405 CR 7410, Lubbock, TX 79424

Address of Property Owned 6405 CR 7410, Lubbock, TX 79424

Phone Number (407) 267-3384

Email tosha.dupras@gmail.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ____

Opposed X

Reasons and/or Comments:

SEE ATTACHMENT 'A'

Print Name DARIAN RAGAN

Signature: D. Ragan

Address: 6406 CR 7415 LUBBOCK, TX 79424

Address of Property Owned: 6406 CR 7415 LUBBOCK, TX

Phone Number: 325-721-2420

Email: DLRAGAN1@GMAIL.COM

Zone Case Number: **3512** R158873 Recipient 25 of 30

RAGAN DARIAN & EST OF JULIE RAGAN
6406 COUNTY ROAD 7415

LUBBOCK TX 79424

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Name DARIAN RAGAN

Address 6406 CR 7415 LBK, TX

Signature

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name RAYMOND WAYNE HAGGERTON

Signature Wayne Haggerton

Address 6408 CR 7415

Address of Property Owned 6408 CR 7415

Phone Number 806-781-3196

Email WAYNE.HAGGERTON3196@GMAIL.COM

-----Original Message-----
From: Cheryl Cox <cheryl.cox.0303@gmail.com>
Sent: Friday, November 29, 2024 6:27 AM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Case 3512

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

Cheryl and Jamie Cox
6302 County Road 7435
Lubbock TX 79424

Opposed to zoning change from residential to commercial

Cheryl and Jamie Cox

-----Original Message-----
From: Judy Terhune <bjterhune@hotmail.com>
Sent: Thursday, November 28, 2024 5:45 PM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning change west of Windsor Park

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

To Lubbock Planning Committee,

It has come to my attention that a proposal to re-zone the area west of Windsor park and south of Milwaukee and the new loop is being discussed. I would like to voice my opinion as a resident of this area. Loop 88 will already increase traffic and noise to our subdivision. They have already added a new road north of us which I believe is for a new school. We only have one paved entrance to Windsor Park and I think more commercial properties will make this area more unsafe for drivers and children playing outside. Please vote to keep all zoning south of 130th (FM1585) as residential only. I appreciate you listening to my concerns.

Judy Terhune
6401 CR 7425

To whom it may concern,

My name is Jon Hendrickson. I live at 6403 County Road 7420, In the Windsor Park Subdivision.
It has come to my attention that the area immediately adjacent to our Subdivision,on the west side, that borders FM-1585, is slated for a change to zoning that has been in Lubbock County for decades.
I am categorically opposed to the zoning change adjacent to our Subdivision, which is designated as an SF-1, or very low density single family zone. This is being done to accommodate large commercial businesses, at an unprotected intersection along the proposed route of Loop 88.
Although there are families who have been here before we moved to Lubbock, I retired in this quiet neighborhood for peace and tranquility. Now you want to introduce large commercial businesses adjacent to our Subdivision, as if this loop was not enough!
I know that I am not alone when I say that there are many here that are definately opposed to this encroachment, and your office can anticipate more of these emails and letters of opposition to your action in this matter.

Sincerely,
Jon Hendrickson

-----Original Message-----
From: Holley Jennings <holleyjennings99@yahoo.com>
Sent: Monday, December 2, 2024 11:38 AM
To: CityPlanning <cityplanning@mylubbock.us>
Subject: Zoning Case 3512 - R158887

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

Please find below my response to the proposed zoning change to the lot adjacent to the west of Windsorpark Subdivision. Please confirm receipt of this email.

Thanks!
Holley Jennings (Schlumpf)
6407 CR 7415, Lubbock TX 79424
806-252-2625
>

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.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

See Attachment 'A'

Print Name James Gulley

Signature: James Gulley

Address: 6408 CR 7410 Lubbock, TX. 79424

Address of Property Owned: 6408 CR 7410

Phone Number: (806) 698-0765

Email: Golfski404@aol.com

Zone Case Number: **3512** R158856

GULLEY JAMES M & MELISSA A
6408 CR 7410

LUBBOCK TX 79424-8404

Recipient 12 of 30

RECEIVED
DEC 03 2024
BY:

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name James Gulley

Signature James Gulley

Address 6403 CR 7410 Lubbock, TX-79424

Address of Property Owned 6403 CR 7410

Phone Number (806) 698-0765

Email Golfsk404@aol.com

SENT EMAIL 9/30 — to make sure you received this Thanks —

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.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:
PROPERTY VALUE, NOISE. DUST-
TRAFFIC - All my CONCERNS —

Print Name Shirley Burelsmith
Signature: Shirley Burelsmith
Address: 6403 CR 7405
Address of Property Owned: ___
Phone Number: 806 790 6325
Email: Shirlanx815@yahoo.com

Zone Case Number: **3512** R158853
BURELSMITH, SHIRLEY A
6403 COUNTY ROAD 7405

LUBBOCK TX 79424

Recipient 18 of 30

RECEIVED
DEC 03 2024
BY:

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name Shirley Burr Smith

Signature Shirley Burr Smith

Address 6403 CR 7405

Address of Property Owned 6403 CR 7405

Phone Number 806 790 6325

Email Shirlann815@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Nancy Todd

Signature: Nancy Todd

Address: 6303 CR 7475 Lubbock, TX 79424

Address of Property Owned: 6303 CR 7475 Lubbock, TX 79424

Phone Number: 469-223-3182

Email: fancym1997@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

SEE ATTACHMENT 'A'

Print Name ~~Rosa Fabela~~ Rosa Fabela

Signature: Rosa Fabela

Address: 6402 CR 7410

Address of Property Owned: 6402 CR 7410

Phone Number: 806 632-3786

Email: deborahvasquez28@yahoo.com

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to**, downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name Rosa Fabela

Signature Rosa Fabela

Address 6402 CR 7410

Address of Property Owned 6402 CR 7410

Phone Number 806 632-3786

Email deborah.vasquez28@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

SEE ATTACHMENT 'A'

Print Name Manuel Corral

Signature: Manuel Corral

Address: 6407 County Road 7410, Lubbock TX

Address of Property Owned: same as above

Phone Number: 575-390-6347

Email: corral2433@yahoo.com

Attn: cityplanning@mylubbock.us

Attachment A

I respectfully request that Zone Case 3512 be **denied** for re-zoning from SF-2 (single family to HC (Heavy Commercial) due to the following:

1. As per the Unified Development Code (as adopted by the City of Lubbock), Table 39.02.003-1 -Zoning Districts, The Windsor Park neighborhood (due East and adjacent of proposed re-zoning district) consists of residential housing on ½ acre lots, which would categorize as SF-1 (Very Low Density Residential Housing). Per the referenced table, HC (Heavy Commercial) is ***not*** **suggested** as adjacent zoning for SF-1 zoning districts, or any similar residential zoning districts.
2. The following excerpts from "Comprehensive Plan for the City of Lubbock", ADOPTED 12/17/18 Ordinance # 2018-O0141, reinforce the intent of adoption of the Unified Development Code by the City of Lubbock, which is to maintain property values and standards for the community:

   - Page 181 "Disallow the expansion or new development of heavy commercial or industrial sites **adjacent to,** downwind, or downstream from existing and planned residential development."
   - Page 193 "Include **adjacency standards** for commercial or retail areas located **near neighborhoods**"

3. Existing Property ID R121317, at 6513 130TH ST, LUBBOCK, TX 79424, is an existing single family residence that would be surrounded on East, West, and South property lines by the proposed Heavy Commercial district, which also does not maintain the intent of the adopted Unified Development Code.

Print Name Manuel Corral

Signature Manuel Corral

Address 6407 County Road 7410, Lubbock TX

Address of Property Owned 6407 County Road 7410, Lubbock TX

Phone Number 575-390-6347

Email corral2433@yahoo.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments:

I LIVE DIRECTLY BY THIS LAND W/ PROPOSED CHANGES @ 6304 CR 7450. HEAVY COMMERCIAL INVITES COMPLETE NON-RESIDENTIAL BUILDINGS TO MY DOORSTEP. THIS CRUSITES MY HOME VALUE. SOMEONE IS GOING TO OWE ME $$$ FOR MY LOSSES IF APPROVED. I WILL TAKE IT TO COURT.

Print Name Tommy Morton

Signature: Tommy Morton

Address: 6304 CR 7450

Address of Property Owned: SAME

Phone Number: (806) 781-1151

Email: tommydmorton@gmail.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3512***

In Favor ____

Opposed X

Reasons and/or Comments:
I am opposed to this proposed zoning change adjacent to the west of our subdivision, Windsor Park. Our subdivision is a SF-1, very low density, style family and the code does not recommend heavy commercial district zoning adjacent to us. - Unified Development code table 39.02.003-1 Reference.

Print Name Holley Jennings

Signature: Holley Jennings

Address: 6407 CR 7415, Lubbock TX 79424

Address of Property Owned: 6407 CR 7415, Lubbock TX 79424

Phone Number: 806-252-2625

Email: holleyjennings99@yahoo.com

Zone Case Number: **3512** R158887 Recipient 23 of 30
JENNINGS, HOLLEY
6407 CR 7415

LUBBOCK TX 79424-8407

To Whom it May Concern,

My name is Keith Dixon and I live in the Windsor Park subdivision on county road 7415. It has come to my attention hat a proposed zoning change could take place for the area immediately adjacent to our subdivision on the frontage road of 130th and Milwaukee.

I am Opposed to this zoning change which is currently designated as SF-1, or very low density single family zone. With the already incredibly unsafe intersection at 130th & Milwaukee, combined with the entrance to our neighborhood, unsafe speed limits, construction vehicles, and utility relocations an already congested area should not be considered for such a zoning change.

ABUELO'S
MEXICAN RESTAURANT
KEITH DIXON
VP Supply Chain
KeithD@Food-Concepts.com
806.785.8686 Ext. 138 ⁘ F. 806.785.8866 ⁘ C. 806.928.3577

ABUELOS.COM 4413 82nd St., Suite 250 ⁘ Lubbock, TX 79424

This E-mail and any of its attachments may contain Food Concepts International LP / Abuelos International LP proprietary information, which is privileged, confidential, or subject to copyright belonging to the Food Concepts International LP / Abuelos International LP. This E-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this E-mail, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this E-mail is strictly prohibited and may be unlawful. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and any printout.

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.:** ***3512***

In Favor ___

Opposed X

Reasons and/or Comments: We're Outside City limit. We're afraid once it becomes Commercial we will run out of Water. We all have water wells & once all the construction for Commercial the water will run low. Also it nice & peaceful that's why we bought outside City limits to avoid Traffic, busy streets & ect.

Print Name Martha Torres / Leonard Torres

Signature: M Torres / [illegible]

Address: 6307 CR 7475

Address of Property Owned: 6307 CR 7475

Phone Number: ~~432-209-~~

Email: ypela33@MSN.com

RECEIVED
DEC 09 2024
BY:

AI# 13132
Regular City Council Meeting 7. 3.
01/28/2025:

Information

Agenda Item

Ordinance 2nd Reading - Lubbock Animal Services: Consider Ordinance No. 2025-O0020, amending Chapter 4 "Animals" of the City of Lubbock Code of Ordinances Article 4.01.006, by adding Article 4.01.06 requiring a breeding permit for breeding of dogs or cats; modifying Article 4.01.06 pertaining to the amount of Liability Insurance Required to keep a dangerous dog; providing a penalty clause; providing a savings clause; and providing for publication.

Item Summary

On January 14, 2025, the City Council voted 5-2 fo approve the first reading of the ordinance, excluding the change that limited the number of dogs and cats at any residence within the City. The ordinance has been revised to reflect the action of the City Council at the January 14, 2025 City Council Meeting.

The proposed ordinance amendment will have the following 2 changes to the current ordinance.

1. Permit for breeders of dogs or cats: a person must receive a permit from the City allowing for the breeding of dogs or cats. A separate permit is required for each dog or cat that the person keeps unsterilized for the purposes of breeding. Permit will be valid for one (1) year unless revoked.
2. Changes the amount of required liability insurance coverage, or showing of financial responsibility, from $250,000 to $1,000,000.

Fiscal Impact

The positive impact to the General Fund, through the collection of permit fees, is yet to be determined.

Staff/Board Recommending

Councilmember Dr. Jennifer Wilson, District 5
Councilmember David Glasheen, District 3

Attachments

Proposed Chapter 4 Ordinance Amendments

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 "ANIMALS" OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY MODIFYING ARTICLE 4.01.003, "NUMBER OF DOGS AND CATS AT RESIDENCES; MULTIPET PERMIT"; ADDING ARTICLE 4.01.006 REQUIRING A BREEDING PERMIT FOR BREEDING OF DOGS OR CATS; MODIFYING ARTICLE 4.06.001 PERTAINING TO THE AMOUNT OF LIABILITY INSURANCE REQUIRED TO KEEP A DANGEROUS DOG; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5 of the Texas Constitution as a home rule city, has the authority to set forth ordinances and regulations and exercise its police powers for the public health, safety, morals, or general welfare of the citizens of the City of Lubbock; and

WHEREAS, the proper care, regulation and control of animals is necessary to protect the health, safety, welfare, and quality of life for the citizens of the City of Lubbock, Texas and the City of Lubbock is authorized to adopt animal control regulations and is authorized to define and abate nuisances pursuant to Chapter 217 of the Texas Local Government Code and regulate dangerous dogs pursuant to Chapter 822 of the Texas Health and Safety Code; and

WHEREAS, the establishment of reasonable requirements for the care and control of dogs, cats, and other animals, is necessary to protect such animals and the general public; and

WHEREAS, the City of Lubbock has previously enacted provisions in its Code of Ordinances related to the proper care, regulation, and control of animals; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock to protect their health, safety, and welfare, to make the following amendments to Chapter 4 "Animals" of the Code of Ordinances; and

WHEREAS, the rules, regulations, and requirements established by ordinance may not be inconsistent with State law; NOW THEREFORE:

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

SECTION 1. The findings and recitals outlined above are found to be true and correct and are hereby adopted and approved.

SECTION 2. Article 4.01, Section 4.01.003 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows (for reference purposes, amended portions are indicated as follows: deletions – strikeout; new additions – underlined and italicized):

§ 4.01.003 Number of dogs and cats at residences; multipet permit.

(a) Except as provided by this section, no ~~residence~~ *residential premises* within the city, *at any one time,* shall harbor more than four (4) ~~adult~~ dogs ~~and/~~or four (4) ~~adult~~ ~~cats, over the age of sixteen (16) weeks. No residence within the city shall harbor more than one (1) litter of puppies and/or one (1) litter of kittens.~~ *cats that are four months of age or older, or any combination thereof. It is the intent of this section to limit the total number of dogs and cats at any residence to a maximum total of four (4) animals and*

any person violating this section shall be subject to the penalty provisions outlined in § 4.02.002 and any violation of this section shall be deemed a public nuisance subject to abatement.

(b) Any persons desiring to ~~keep~~ *maintain at a residence* more than ~~four (4) adult dogs, four (4) adult cats, or more than one (1) litter of puppies or kittens at premises occupied by them~~ the *maximum number of dogs and cats allowed by § 4.01.003(a)* may apply with the director of animal services for a multipet permit. The applicant shall pay an application fee at the time of filing.

(c) *Prior to the issuance of a multipet permit, an inspection of the premises where the animals will be located is* ~~Inspections are~~ required and applicants shall provide the director of animal services with information concerning the maximum number of animals to be kept at any one time at such premises and other pertinent information as required by animal services. Animal services shall conduct a record search for the premises and applicant prior to the inspection. If the record search indicates that enforcement action for violations of this chapter dealing with nuisances *relating to the premises or the applicant* has been necessary within the preceding twenty-four (24) months, *the applicant shall not be issued* a permit. ~~may, at the discretion of the director of animal services,~~ *The director of animal services may issue a permit* ~~be issued~~ only after the premises inspection determines compliance with the animal services regulations. A permit shall not be issued if it is found that the animals cannot be maintained without creating noise or odor nuisances otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment. Applicants and persons with approved permits, must consent to property inspections. *A multipet permit is separate and distinct from a breeder's permit as provided for in § 4.01.006 and a holder of a multipet permit is not permitted to breed such animals without first obtaining a breeder's permit.*

(d) Such permit may be revoked by the director of animal services for cause, including, but not limited to, violations of the provisions of this chapter, chapter 40 of the Code of Ordinances, or the inability of the permit holder to keep the animals without creating noise or odor nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.

(e) All multipet permits issued under this section shall be valid for a period up to two (2) years, unless the director of animal services revokes the permit. Regardless of initial application and permit approval date, each permit shall expire on March 31 of the second year following approval. When issued, the permit shall remain the sole property of the city and shall be valid only as to the applicant, location, and number and type of animals for which it was originally issued. The permit may not be sold or transferred, voluntarily or involuntarily, to any other person or entity. Thirty (30) days prior to expiration of the multipet permit, persons desiring to ~~keep~~ *maintain* more than ~~four (4) adult dogs, four (4) adult cats, or more than one (1) litter of puppies or kittens~~ *the maximum number of dogs and cats allowed by § 4.01.003(a)* may apply to renew the multipet permit. The applicant shall pay a permit fee at the time of filing the renewal application.

(f) Any person either denied a multipet permit, or who has had their permit revoked, may file an appeal with the permit and appeals board. Such appeal must be made in writing within ten (10) days of receiving written notice from the director of animal services of the permit denial or revocation. If no appeal request is made within the ten-day period,

the denial or revocation of the permit becomes final. Upon receiving an appeal, the permit and appeals board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the permit and appeals board shall make a final finding.

SECTION 3. Article 4.01of the Code of Ordinances of the City of Lubbock, Texas is hereby amended by adding Section 4.01.006 thereto, which shall read as follows (for reference purposes, amended portions are indicated as follows: deletions – strikeout; new additions – underlined and italicized):

§ 4.01.006 Permit for breeders of dogs or cats

(a) A person commits an offense if he breeds or allows the breeding of a dog or cat without first obtaining a valid breeder's permit from the city for the dog or cat. A separate breeder's permit is required for each dog or cat that the person keeps unsterilized for the purposes of breeding.

(b) Breeder's permits shall be valid for one (1) year, unless revoked.

(c) A breeder's permit may only be issued to a person:

(1) that is currently in compliance with all requirements of this chapter;

(2) that, not more that ninety (90) days before the date of the breeder's permit application, has been approved to breed such animal by a licensed veterinarian; and

(3) that:

(A) is a member of a purebred dog or cat club, approved by the director, that maintains and enforces a code of ethics for breeding that includes restrictions on breeding dogs and cats with genetic defects and life threatening health problems common to the breed; or

(B) already holds a state breeder license as required by Texas Occupations Code, §802.101.

(d) Prior to the issuance of a breeder's permit, an inspection of the premises where the animals will be bred and located is required and applicants shall provide the director of animal services with information concerning the maximum number of animals to be kept at any one time at such premises and other pertinent information as required by animal services. Animal services shall conduct a record search for the premises and applicant prior to the inspection. If the record search indicates that enforcement action for violations of this chapter dealing with nuisances has been necessary relating to the premises or the applicant within the preceding twenty-four (24) months, an applicant shall not be issued a permit. The director of animal services may issue a permit only after the premises inspection determines compliance with the animal services regulations. A permit shall not be issued if it is found that the animals cannot be maintained without creating nuisances otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment. Applicants and persons with approved permits, must consent to property inspections.

(e) To obtain a breeder's permit, a person must submit an application to the director of animal services (on a form provided by the director for that purpose) and if approved, pay an annual breeder's permit fee of $100.00.

(f) The director of animal services shall deny or revoke a breeder's permit if the director determines that the applicant or permittee (1) failed to comply with any provision of this chapter; or (2) intentionally made a false statement as to a material matter on the breeder's permit application.

(g) Any person either denied a breeder's permit, or who has had their permit revoked, may file an appeal with the permit and appeals board. Such appeal must be made in writing within ten (10) days of receiving written notice from the director of animal services of the permit denial or revocation. If no appeal request is made within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the permit and appeals board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the permit and appeals board shall make a final finding.

SECTION 4. Article 4.06, Section 4.06.001 of the Code of Ordinances of the City of Lubbock, Texas is hereby modified by amending subsection (e)(3)(A) thereof to read as follows (for reference purposes, amended portions are indicated as follows: deletions – strikeout; new additions – underlined and italicized):

(e)(3)(A) Obtaining liability insurance coverage or showing financial responsibility in an amount of at least ~~two hundred and fifty thousand dollars ($250,000.00)~~ *one million dollars ($1,000,000.00)* to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person or for damages to any person's property resulting from the keeping of such dangerous animal. A certificate of insurance or other evidence of meeting the above requirements shall be annually filed with the city enforcement agent;

SECTION 5. A violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 6. Should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 7. The City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2025.

Passed by the City Council on second reading this _____ day of _____, 2025.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

AI# 13156
Regular City Council Meeting 7. 4.
01/28/2025:

Information

Agenda Item

Resolution - City Secretary: Consider a resolution appointing six members to the Board of Directors for the Reinvestment Zone Number Four, City of Lubbock (North Park Tax Increment Financing Reinvestment Zone), and appointing one member as Chair of the Board.

Item Summary

Ordinance No. 2024-O0148, approved by the City Council on December 3, 2024, created the North Park Tax Increment Financing Reinvestment Zone, pursuant to Chapter 311 of the Texas Tax Code. Section 4 of this Ordinance established a Board of Directors for the Zone, consisting of 9 members. According to the Ordinance, the Board shall make recommendations to the City Council regarding the administration of the Zone and shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit both to the City Council for approval.

The City Council will appoint 6 members, Lubbock County will appoint 1 member, and the State Senator and State Representative (or their designee) in whose district the Zone is located fill the remaining 2 positions. Members of this Board that are appointed by City Council must be 18 years of age and either own real property within the zone or be an employee or an agent of a person who owns real property within the zone.

This resolution will appoint the initial 6 City Council-appointed members to staggered terms of 2 years (3 members will serve an initial term of 1year), while also designating the chair of the Board. The person designated to serve as chair will serve in that position for a term of o1 year, after which the City Council must reappoint that person as chair or appoint a new chair for the next year.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

Resolution - Appt. of North Park TIF Board Members

RESOLUTION

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Texas Tax Code Chapter 311, as amended, known as the Tax Increment Financing Act (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the City Council determines that development or redevelopment in the area would not occur solely through private investment in the reasonably foreseeable future and the area satisfies the requirements of the Act; and

WHEREAS, on September 16, 2024, the City received a petition from owners of certain real property (the "Petitioners") requesting the City to establish a reinvestment zone encompassing an area of land described by metes and bounds in the petition, being approximately 332.8 acres located within the municipal limits of the City of Lubbock; and

WHEREAS, after preparing a preliminary reinvestment zone finance plan and holding the required hearings, on December 3, 2024 the City Council of the City of Lubbock approved Ordinance No. 2024-O0148, designating the North Park Development area as Reinvestment Zone Number Four, City of Lubbock, establishing, among other things, a nine-member board of directors for the reinvestment zone (the "Board"); and

WHEREAS, according to Ordinance No. 2024-O0148, the City Council appoints six members to the Board, the Lubbock County Commissioners appoints one member to the Board, and the state senator, or their designee, in whose district the Zone is located serves as an *ex officio* member of the Board and the state representative, or their designee, in whose district the Zone is located serves as an *ex officio* member of the Board; and

WHEREAS, in accordance with Ordinance No. 2024-O0148, each Board member serves in a designated "Place" with Places 1-7 of the Board serving staggered terms of two years with the initial terms of Places 1, 2, 3 and 7 being one year; and

WHEREAS, the City Council shall designate a member of the Board to serve as the chairman of the Board and the chairman shall serve a term as chairman for a term of one (1) year beginning on January 1st and be eligible for reappointment; and

WHEREAS, in order to serve on the Board, all members appointed to the Board, except for the *ex officio* members, must own real property in the reinvestment zone or be an employee or agent of a person that owns real property in the reinvestment zone and meet the other eligibility requirements set forth in the Act; **NOW THEREFORE,**

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. In accordance with Tex. Tax Code § 311.009(b) and Section 4 of Ordinance No. 2024-O0148, the City Council hereby appoints the following individuals to serve as members of the Board of Directors for Reinvestment Zone Number Four, City of Lubbock, who either own real property in Reinvestment Zone Number Four, City of Lubbock, or is an employee or agent of a person that owns real property in Reinvestment Zone Number Four, City of Lubbock, and is at least eighteen (18) years of age:

Place 1:_____

Place 2:_____

Place 3:_____

Place 4:_____

Place 5:_____

Place 6:_____

3. In accordance with Section 4 of Ordinance No. 2024-O0148, the initial terms of Places 1, 2, 3 and 7 are one year beginning on January 1, 2025 with the initial terms for Places 4, 5 and 6 being two years beginning on January 1, 2025.

4. _____, shall serve as chairman of the Board of Directors for Reinvestment Zone Number Four, City of Lubbock, who shall as chairman for a term of one (1) year beginning on January 1, 2025 and be eligible for reappointment.

5. This resolution shall become effective upon approval by the City Council of the City of Lubbock.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Briana Brown, Business Development Director

APPROVED AS TO FORM:

Matthew L. Wade, City Attorney

ccdocs II/RES.North Park TIF Zone No. 4 Board Appointment
January 28, 2025