

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**February 25, 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

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

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*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).*

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*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.*

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

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**12:30 p.m. - City Council convenes in City Council Chambers in Open Session 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. Luskey - Tract A
1. 1. 2. Upland Avenue Street Bond Project - 4th Street to 19th Street
1. 1. 3. Central Business District

1. 1. 4. Baymont Inn and Suites aka Baymont by Wyndham Lubbock - Downtown Civic Center, 601 Avenue Q, Lubbock, Texas, 79401; R552750-00007-00010-000; Memorial Center BLK 7 L1A LESS SE245' X 182.91' & LESS SE 14' & 4A; SAI Bhole-Nath Hotels, Inc. (13705 Jones St., Lavonia, GA 30553), managed by Chetan (Chaz) Patel – (Tex. Civ. Prac. Rem. Code Chapter 125)
1. 1. 5. Executive Inn - 4401 AVE Q LUBBOCK, TX 79412, R851000-00000-00010-000, Townhouse L1, owned by Dihenia Property Investment LLC, managed/registered agent Arun Dihenia, Lalitaben Dihenia, Jonalyn Dihenia – (Tex. Civ. Prac. Rem. Code Chapter 125)
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. Luskey - Tract A
1. 2. 2. Upland Avenue Street Bond Project - 4th Street to 19th Street
1. 2. 3. Central Business District
1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.
1. 3. 1. Central Business District

#### **Adjourn from Executive Session**

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

#### **2. Ceremonial Items**

2. 1. Invocation
2. 2. Pledges of Allegiance

#### **Call to Order**



3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on February 25, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**
4. **Minutes**
  4. 1. January 28, 2025 Regular City Council Meeting
5. **Consent Agenda - Items considered to be routine are enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**
  5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0024, Amendment 12, amending the FY 2024-25 Budget for municipal purposes respecting the Traffic Capital Project Fund; providing for filing; and providing for a savings clause.
  5. 1. 1. **Resolution - Public Works Traffic Operations:** Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-131, with the Texas Department of Transportation, for the City to furnish and install vehicular and pedestrian detection equipment at sixty traffic signals across the City.
  5. 2. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0023, 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.
  5. 3. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of alley right-of-way located in Block 102, Overton Addition to the City of Lubbock, Lubbock County, Texas, between 14th Street and 15th Street, west of Avenue X in Block 102.
  5. 4. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of an access easement located in Tracts 4A & 4B, Huntington Business Park, City of Lubbock, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.
  5. 5. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing an alley right-of-way located in Section 22, Block E-2, L.A. Patillo Survey, abstract No. 744, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.
  5. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, two (2) Street, Public Use, and Right-of-Way Deeds, and all related documents, in connection with real property located in Section 8, Block E, of the GC & SF Railroad Company Survey, Lubbock County, Texas, (Parcels 19 & 20), to be utilized for the 2022 Street Bond Project.

5. 7. **Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2025-O0025, amending Chapter 39.04.014 of the City of Lubbock Code of Ordinances, regarding the maintenance of drainage easements.
5. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18600, and related documents, with Kimley-Horn and Associates, Inc., for the reconstruction of 114th Street, from Indiana Avenue to University Avenue – 22B, which is a portion of the 2022 Street Bond Project.
5. 9. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18655, with Fuquay, Inc., for Cured in Place Pipe for pipeline rehabilitation at the Southeast Water Reclamation Plant.
5. 10. **Resolution - Public Works Water System Operations:** Consider a resolution authorizing the Mayor to execute Purchase Order 22105397, with VWR International, LLC, for the purchase of a 6495 Triple Quadrupole Liquid Chromatograph Mass Spectrophotometer, to enable testing for "forever chemicals", pharmaceuticals, and unregulated contaminants in water and wastewater.
5. 11. **Ordinance 2nd Reading - Public Works Traffic Operations:** Consider Ordinance No. 2025-O0026, amending Section 20.05.103 of the City of Lubbock Code of Ordinances, with regard to the establishment of school zones and speed limits.
5. 12. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 18460, with Applied Operations Security & Investigation, for armed security guard services for Citibus.
5. 13. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 18338, with Michelin North America, Inc., for tire leasing to supply transit bus tires for Citibus.
5. 14. **Resolution - Business Development:** Consider a resolution confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Avenue U Villas Development, to be located at 8401 Avenue U, Lubbock, Texas.
5. 15. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18526, with West Texas Services, LLC, dba Tom's Tree Place, for the purchase of gravel for the North Overton Public Improvement District (PID).
5. 16. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 18465, with US Digital Designs by Honeywell, for the Zetron Fire Station Alerting System for Lubbock Fire Rescue.
5. 17. **Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2025-O0027, for Zone Case 3515, a request of Lubbock Habitat for Humanity, for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), at 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13.

5. 18. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2025-O0028, for Zone Case 1635-B, a request of Mr. T's Auto Sales, LLC, for a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC), at 4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A.
5. 19. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0029, for Zone Case 2538-OO, a request of Mountain Top Engineering for Yolanda Vargas, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5.
6. **Regular Agenda**
  6. 1. **Board Appointments - City Secretary:** Declare three appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Toby Cecil, Vecelia Mann, Jerry Ramirez.
  6. 2. **Resolution - Finance:** Consider a resolution accepting the City of Lubbock Annual Comprehensive Financial Report, for Fiscal Year that ended September 30, 2024.
  6. 3. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 437-C, a request of Michael Session for Raymond and Gaynell Lemon, 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 2909 East Broadway, located west of David Avenue and north of East Broadway, Flake Addition, Block 7, Lot 8, and consider an ordinance.
  6. 4. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 3516, a request of Hugo Reed and Associates, Inc. for Elliott Arroyo Seco, LTD., for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2415 114th Street, located east of University and south of 114th Street, on 10 acres of unplatted land out of Block E, Section 15, and consider an ordinance.
  6. 5. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 1794-K, a request of AMD Engineering, LLC for Community Christian Church, for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at 3417 96th Street, located north of 98th Street and west of Indiana Avenue, on 1.16 acres out of Raintree Addition, Tract F-1, and consider an ordinance.
  6. 6. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 2916-F, a request of SK Architecture Group, LLC, for a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC), at 8310 and 8314 Upland Avenue, located south of 82nd Street and west of Upland Avenue, Centerline Addition, Tracts B and C, and consider an ordinance.
  6. 7. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 3174-D, a request of AMD Engineering, LLC for Texas District LCMS and Generator 1, LLC, for a zone change Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR), at 2601, 2605, and 2615 19th Street, located west of University Avenue and south of 19th Street, on 1.56 acres out of Ellwood Place, Block 7, and consider an ordinance.

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## **Information**

### **Agenda Item**

January 28, 2025 Regular City Council Meeting

### **Item Summary**

January 28, 2025 Regular City Council Meeting

### **Fiscal Impact**

None

### **Staff/Board Recommending**

Courtney Paz, City Secretary

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## **Attachments**

1.28.2025

**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**January 28, 2025**  
**12:30 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 28th of January, 2025, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

**12:30 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: Council Member Brayden Rose left immediately following executive session.

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

- *Executive Session; 3.1-3.2; 2.1; Citizen Comments 4; 5.1; 6.1-6.38; and 7.1-7.4.*
- *Item No. 7.3 failed.*

**1. Executive Session**

**The meeting recessed at 12:30 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session for ceremonial items and work session at 2:11 p.m., and the meeting was called to order at 2:40 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.** 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.

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

City Council reconvened in open session for ceremonial items and work session at 2:11 p.m.

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

2. 1. City of Lubbock Impact Fee Program

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. John Turpin, division director of engineering/city engineer, gave a presentation on the City of Lubbock Impact Fee Program and answered questions from City Council. Topics discussed included: overview, basics of impact fees, capacity plans, service areas, impact fees collected by area, and impact fees utilization and opportunities.

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

City Council reconvened in Open Session at 2:11 p.m.

3. Ceremonial Items

**3. 1. Invocation**

Reverend Paul Carpenter, First Christian Church, led the invocation.

**3. 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 2:40 p.m.

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

Sign ups:

- Gayle Modrall appeared before City Council to speak on item 6.26 (a resolution for a contract with Parkhill for the development of a conceptual design and probable cost of a construction estimate for the Godeke Branch Library).

**5. Minutes**

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the December 10, 2024 Regular City Council Meeting minutes.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

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

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve items 6.1-6.38.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** 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:** Resolution No. 2025-R0034 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:** 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:** 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:** 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:** Resolution No. 2025-R0035 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:** Resolution No. 2025-R0036 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:** Ordinance No. 2025-O0021, 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:** Ordinance No. 2025-O0022, 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:** 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:** Resolution No. 2025-R0037 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:** Resolution No. 2025-R0038 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:** Resolution No. 2025-R0039 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:** 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:** 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:** Ordinance No. 2025-O0023 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:** Resolution No. 2025-O0040 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:** Resolution No. 2025-O0041 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:** Resolution No. 2025-O0042 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:** Resolution No. 2025-O0043 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:** Resolution No. 2025-O0044 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:** Resolution No. 2025-O0045 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:** Resolution No. 2025-O0046 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:** 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:** Resolution No. 2025-O0047 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:** Resolution No. 2025-O0048 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:** Resolution No. 2025-O0049 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:** Resolution No. 2025-O0050 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:** Resolution No. 2025-O0051 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:** Resolution No. 2025-O0052 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:** Resolution No. 2025-O0053 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:** Resolution No. 2025-O0054 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:** Resolution No. 2025-O0055 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):** 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):** 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):** 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):** 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):** 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):** 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):** 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):** 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:** 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.

Courtney Paz, city secretary, gave comments and answered questions from City Council.

**Appointments to the Community Development & Services Board/Urban Renewal Agency Board of Commissioners were not considered.**

**Central Business District Tax Increment Financing Reinvestment Zone Board of Directors:** Reappointment of Jeremy Hamilton and Dan Williams; and the appointment of Laura Vinson to replace Suzanne Blake.

**Libraries Board:** Reappointment of Bruce Willoughby; and the appointment of Gretchen Scott to replace Laura Heinz and Tim Ebelthite to replace James Beauchamp.

**Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors:** Reappointment of Sonny Garza, Cassandra Henry, and Tyler Young.

**Lubbock Water Advisory Commission:** Appointment of Graciela Quinteros to replace Lori Manning.

**North Overton Tax Increment Financing Reinvestment Zone Board of Directors:** Reappointment of Kurt Metcalf, Patrick Murfee, and Lisa West.

**Urban Design & Historic Preservation Commission:** Reappointment of Deborah Bigness; and the appointment of Chad Plunkett to replace Dr. Debra Lavender-Bratcher and John Garcia to replace Larry Harvey.

**Zoning Board of Adjustment:** Reappointment of Matthew Hadley and Tracy Thomason; the promotion of Jose Valenciano to a member position to replace Catherine Paulino Salcido; and the appointment of Rafael Gutierrez to an alternate position to replace Jose Valenciano and Michael Gomez to an alternate position to replace Steven Devenport.

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Tim Collins, to appoint and reappoint the aforementioned citizens to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, 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.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

7. 2. **Ordinance 2nd Reading - Planning (District 5):** 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.

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

Motion by Council Member David Glasheen, seconded by Council Member Tim Collins, to approve Ordinance No. 2025-O0018.

**Vote:** 6 - 0 Motion carried

Other: Council Member Brayden Rose (ABSENT)

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.

**This item failed.**

Jarrett Atkinson, city manager; and Steven Greene, director of animal services, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve this item.

**Vote:** 3 - 3 Failed

NAY: Mayor Pro Tem Christy Martinez-Garcia

Council Member David Glasheen

Council Member Gordon Harris

Other: Council Member Brayden Rose (ABSENT)

7. 4. **Resolution - City Secretary:** Resolution No. 2025-R0056 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.

Courtney Paz, city secretary, 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. 2025-R0056, to appoint Randy Allen, David Wilkerson, Kevin Glasheen, Paul Terrill, Laura Pazmino, and Chris Winn as the initial six City of Lubbock appointments to the North Park TIF Board of Directors; with the additional appointment of Kevin Glasheen to serve as Board Chair.

**Vote:** 5 - 0 Motion carried

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

## **2:55 P.M. CITY COUNCIL ADJOURNED**

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

The January 28, 2025 Regular City Council Meeting minutes were approved by the City Council on the 25th day of February, 2025.

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MARK W. McBRAYER, MAYOR

ATTEST:

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Courtney Paz, City Secretary

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## Information

### Agenda Item

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2025-O0024, Amendment 12, amending the FY 2024-25 Budget for municipal purposes respecting the Traffic Capital Project Fund; providing for filing; and providing for a savings clause.

### Item Summary

On February 11, 2025, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92742, Traffic Signal FY 2021-22 through FY 2025-26 by decreasing funding in the amount of \$281,250.
- II. Accept and appropriate funding in the amount of \$1,040,000 from the Texas Department of Transportation (TxDOT). Funding will be received as a reimbursement to the City of Lubbock.
- III. Establish Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements, and appropriate funding in the amount of \$1,321,250.

The Lubbock Metropolitan Planning Organization (LMPO) approved the 2025-28 Transportation Improvement Program (TIP), and has awarded \$1,300,000 of Category 10 Funding to the City of Lubbock, for improvements to 60 traffic signals within the City. The project funding includes 80% federal participation through TxDOT (\$1,040,000) and 20% local participation of funding (\$260,000). The project total of \$1,321,250 includes an additional \$21,250 for administrative fees that the City will pay TxDOT.

As part of this project, the Traffic Management Department will install enhanced detection systems capable of detecting, classifying, and counting pedestrians, bicyclists, and vehicles, for real time and historical data. In addition, the Department will install Accessible Pedestrian Signals (APS) at each of the 60 signals with audible walk indications.



## **Fiscal Impact**

The total Capital Improvement Project budget amount will be \$1,321,250.

The funding appropriation in the amount of \$281,250 will be from Capital Improvement Project (CIP) 92742, Traffic Signal FY 2021-22 through FY 2025-26. This amount will be transferred to the new CIP, 92904 -Traffic Signal Vehicular and Pedestrian Detection Improvements, created by this Budget Amendment.

The remaining \$1,040,000 will be from TxDOT, as a reimbursement back to the City of Lubbock. This funding will be applied to the new CIP created by the Budget Amendment.

## **Staff/Board Recommending**

Joe Jimenez, Chief Financial Officer

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## **Attachments**

Budget Amendment 12

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING TRAFFIC SIGNAL VEHICULAR AND PEDESTRIAN DETECTION CAPITAL IMPROVEMENT PROJECTS IN THE TRAFFIC CAPITAL PROJECTS 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 #12) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92742, Traffic Signal FY 2021-22 through FY 2025-26 by decreasing the funding and appropriation in the amount of \$281,250. The funding will be moved to Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements.
- II. Accept and appropriate funding in the amount of \$1,040,000 from the Texas Department of Transportation. Funding will be received as a reimbursement to the City of Lubbock and applied to Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements.
- III. Establish Capital Improvement Project 92904, Traffic Signal Vehicular and Pedestrian Detection Improvements, and appropriate funding in the amount of \$1,321,250.

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

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## Information

### Agenda Item

**Resolution - Public Works Traffic Operations:** Consider a resolution authorizing the Mayor to execute Advanced Funding Agreement No. 0905-06-131, with the Texas Department of Transportation, for the City to furnish and install vehicular and pedestrian detection equipment at sixty traffic signals across the City.

### Item Summary

The Lubbock Metropolitan Planning Organization's (LMPO) approved 2025-2028 Transportation Improvement Program (TIP) has awarded \$1,300,000 of Category 10 Funding to the City of Lubbock, for improvements to 60 traffic signals within the City.

The project funding includes 80% federal participation (\$1,040,000) and 20% local participation (\$260,000). Along with the \$260,000 local match, the City must pay Texas Department of Transportation (TxDOT) \$21,250 in administrative fees for the project, bringing the City's overall total to \$281,250 for the project.

As part of the project, the Traffic Management Department will install enhanced detection systems capable of detecting, classifying, and counting pedestrians, bicyclists, and vehicles for real-time and historical data. The systems will interface with existing traffic signal equipment at each intersection to activate and extend green lights at the signals for vehicles. In addition, the Traffic Operations Department will install Accessible Pedestrian Signals (APS) at each of the 60 signals with audible walk indications.

### Fiscal Impact

The City's share of the Advance Funding Agreement in the amount of \$281,250 is funded in Capital Improvements Project 92742 Traffic Signals FY 2021-22 through FY 2025-26.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager  
L. Wood Franklin, P.E., Division Director of Public Works

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### **Attachments**

Resolution

Agreement

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, an Advance Funding Agreement, by and between the City of Lubbock and the State of Texas, acting by and through the Texas Department of Transportation for Traffic Signal Upgrades, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
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.Agrmt-TxDOT  
January 17, 2025

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0905-06-131</b>	<b>AFA ID</b>	<b>Z00011025</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0905-06-131</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>05</b>	<b>Code Chart 64#</b>	<b>25650</b>		
<b>Project Name</b>	<b>MPO 5027 – COL Traffic</b>			<b>AFA Not Used For Research &amp; Development</b>	

**STATE OF TEXAS        §**

**COUNTY OF TRAVIS    §**

**ADVANCE FUNDING AGREEMENT  
For  
Traffic Signal Upgrades  
Both On-System and Off-System**

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

**WITNESSETH**

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

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

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

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

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Traffic Signal Upgrades throughout The City of Lubbock**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated 02/25/2025, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A list of proposed project intersections and a map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0905-06-131	AFA ID	Z00011025	CFDA No.	20.205
AFA CSJs	0905-06-131			CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650		
Project Name	MPO 5027 – COL Traffic			<i>AFA Not Used For Research &amp; Development</i>	

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

## AGREEMENT

### 1. Responsible Parties:

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

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

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

### 2. Period of the Agreement

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

### 3. Scope of Work

The scope of work for the Project consists of Traffic Signal Upgrades with Installation of deep video analytics smart AI traffic platform and accessible pedestrian stations (APS) at various signalized intersections as shown on Attachment A. Smart AI traffic platform will be used to detect, classify, and track pedestrians, bicyclists, and vehicles for real-time and historical uses.

### 4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of



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<b>Project Name</b>	<b>MPO 5027 – COL Traffic</b>			<b>AFA Not Used For Research &amp; Development</b>	

Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further

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<b>District #</b>	<b>05</b>	<b>Code Chart 64#</b>	<b>25650</b>		
<b>Project Name</b>	<b>MPO 5027 – COL Traffic</b>			<b>AFA Not Used For Research &amp; Development</b>	

- definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
  - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with

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<b>District #</b>	<b>05</b>	<b>Code Chart 64#</b>	<b>25650</b>		
<b>Project Name</b>	<b>MPO 5027 – COL Traffic</b>			<b>AFA Not Used For Research &amp; Development</b>	

those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

#### 5. Termination of This Agreement

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

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

#### 6. Amendments

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

#### 7. Remedies

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

#### 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds

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for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

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

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

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

**10. Compliance with Accessibility Standards**

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

**11. Architectural and Engineering Services**

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

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the

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provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

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

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

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

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

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

**15. Insurance**

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

**16. Notices**

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

<b>Local Government:</b>	<b>State:</b>
City of Lubbock ATTN: Division Director of Public Works 1314 Avenue K. Lubbock, TX 79401	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

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

**17. Legal Construction**

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

**18. Responsibilities of the Parties**

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

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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

**20. Compliance with Laws**

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

**21. Sole Agreement**

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

**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

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

**24. Inspection of Books and Records**

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

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the

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- U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. **Nondiscrimination:** The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.



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## 26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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

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

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

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## 28. Debarment Certifications

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

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

## 29. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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**32. Signatory Warranty**

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

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

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services  
Typed or Printed Title

\_\_\_\_\_  
Date

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mark McBrayer  
Typed or Printed Name

\_\_\_\_\_  
Mayor  
Typed or Printed Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature  
Courtney Paz, City Secretary  
Typed or Printed Name & Title

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Signature  
L. Wood Franklin, Division Director of Public Works  
Typed or Printed Name & Title

\_\_\_\_\_  
2/13/2025  
Date

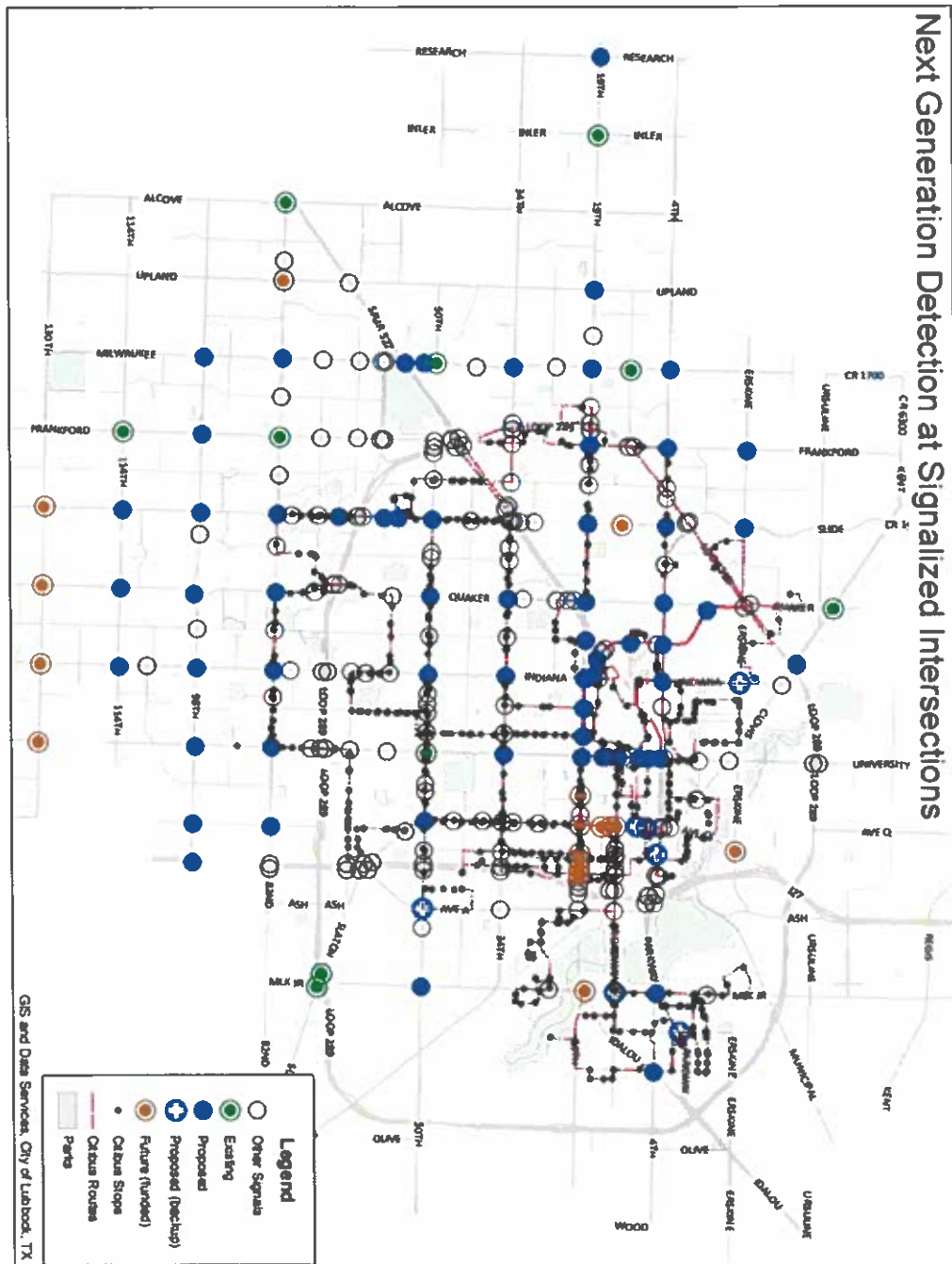
APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Mitch Satterwhite, First Assistant City Attorney  
Typed or Printed Name & Title

\_\_\_\_\_  
2/10/25  
Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0905-06-131	AFA ID	Z00011025	CFDA No.	20.205
AFA CSJs	0905-06-131			CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650		
Project Name	MPO 5027 – COL Traffic			AFA Not Used For Research & Development	

## ATTACHMENT A LOCATION MAP SHOWING PROJECT



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	0905-06-131	<b>AFA ID</b>	Z00011025	<b>CFDA No.</b>	20.205
<b>AFA CSJs</b>	0905-06-131			<b>CFDA Title</b>	Highway Planning and Construction
<b>District #</b>	05	<b>Code Chart 64#</b>	25650		
<b>Project Name</b>	MPO 5027 – COL Traffic			<b>AFA Not Used For Research &amp; Development</b>	

**Proposed Project Intersections**

<b>Asset No.</b>	<b>E/W Roadway</b>	<b>N/S Roadway</b>
1100	34th St	Indiana Ave
1106	34th St	University Ave
1200	19th St	Indiana Ave
1201	Texas Tech Pkwy	Indiana Ave
1202	19th St	Flint Ave
1204	19th St	Boston Ave
1206	19th St	University Ave
1223	15th St	University Ave
1244	Broadway	University Ave
1277	G Goodacre Blvd	University Ave
1300	4th St	Indiana Ave
1304	Marsha Sharp Frwy	University Ave
1317	Parkway Dr	M L King, Jr. Blvd
1318	E 4th St / Idalou Rd	Idalou Rd / Guava
2200	50th St	Indiana Ave
2211	50th St	Avenue Q
2219	E 50th St	M L King, Jr. Blvd
2400	82nd St	Indiana Ave
2405	82nd St	University Ave
2406	82nd St	Avenue P
2500	98th St	Indiana Ave
2506	98th St	University Ave
2508	98th St	US 87
2600	114th St	Indiana Ave
3202	50th St	Quaker Ave
3208	50th St	Slide Rd
3212	Canyon West	Milwaukee Ave
3214	57th St	Slide Rd
3217	Marsha Sharp Frwy	Milwaukee Ave
3219	60th St	Slide Rd
3307	69th St	Slide Rd
3403	82nd St	Quaker Ave
3407	82nd St	Slide Rd
3415	82nd St	Milwaukee Ave
3503	98th St	Quaker Ave
3515	98th St	Slide Rd
3521	98th St	Frankford Ave
3525	98th St	Milwaukee Ave
3600	114th St	Quaker Ave
3610	114th St	Slide Rd
4103	34th St	Quaker Ave
4112	34th St	Milwaukee Ave
4201	19th St	Memphis Ave
4204	19th St	Quaker Ave
4207	19th St	Slide Rd
4211	19th St	Frankford Ave
4214	19th St	Milwaukee Ave

**Proposed Project Intersections (cont.)**

<b>Asset No.</b>	<b>E/W Roadway</b>	<b>N/S Roadway</b>
4216	19th St	Upland Ave
4221	19th St	Research Blvd
4222	Texas Tech Pkwy	Knoxville Ave
4230	10th St	Texas Tech Pkwy
4300	4th St	Texas Tech Pkwy
4303	4th St	Quaker Ave
4306	4th St	Slide Rd
4311	4th St	Frankford Ave
4314	4th St	Milwaukee Ave
4330	Texas Tech Pkwy	Quaker Ave
4402	Erskine St	N Slide Road
4403	Erskine St	Frankford Ave
4405	Clovis Rd	Landmark Lane

**Backup Intersection Locations**

<b>Asset No.</b>	<b>E/W Roadway</b>	<b>N/S Roadway</b>
1257	E Broadway	M L King, Jr. Blvd
1281	Mac Davis Lane	Avenue Q
1310	Marsha Sharp Frwy	Avenue L
1322	Parkway Dr	Zenith Ave
1400	Erskine St	Indiana Ave
2216	50th St	Avenue A



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
CCSJ #	0905-06-131	AFA ID	Z00011025	CFDA No.	20.205
AFA CSJs	0905-06-131			CFDA Title	Highway Planning and Construction
District #	05	Code Chart 64#	25650		
Project Name	MPO 5027 – COL Traffic			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT B PROJECT BUDGET

### TRAFFIC SIGNAL UPGRADES

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

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$0	0%	\$0	0%	\$0	0%	\$0
Upgrade Traffic Signals (by Local Government)	\$1,300,000	80%	\$1,040,000	0%	\$0	20%	\$260,000
Subtotal	\$1,300,000		\$1,040,000		\$0		\$260,000
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	100%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$6,500	0%	\$0	0%	\$0	100%	\$6,500
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	100%	\$0
Construction Direct State Costs	\$13,650	0%	\$0	0%	\$0	100%	\$13,650
Indirect State Costs	\$1,100	0%	\$0	0%	\$0	100%	\$1,100
<b>TOTAL</b>	<b>\$1,321,250</b>		<b>\$1,040,000</b>		<b>\$0</b>		<b>\$281,250</b>

Initial payment by the Local Government to the State: \$21,250.00

Payment by the Local Government to the State before construction: \$260,000.00

Estimated total payment by the Local Government to the State \$0.00 This is an estimate. The final amount of Local Government participation will be based on actual costs.



<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0905-06-131</b>	<b>AFA ID</b>	<b>Z00011025</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0905-06-131</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>05</b>	<b>Code Chart 64#</b>	<b>25650</b>		
<b>Project Name</b>	<b>MPO 5024 – COL Traffic</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

**City of Lubbock  
Capital Project  
Project Cost Detail  
February 25, 2025**

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

<i>Encumbered/Expended</i>	Budget
66th & Indiana Traffic Signal Rebuild	\$ 110,000
11th & Milwaukee Traffic Signal	150,000
82nd & Quincy Traffic Signal	150,000
Flashing School Zone Beacons (11)	99,000
E. 29th & MLK Hybrid Beacon	100,000
Emory & MLK Hybrid Beacon	100,000
Traffic Signal Upgrades	150,000
Wayside Horn Contracts	178,773
Encumbered - New Signal Parts (RRFB, APS, Detection System, Pull Boxes, Rebar Cages, Cabinet, School Zone Beacons, etc.)	121,437

*Agenda Item February 28, 2025*

Texas Department of Transportation Agreement	281,250
<b><i>Encumbered/Expended To Date</i></b>	<b>1,440,460</b>

*Estimated Cost for Remaining Appropriation*

<i>Traffic Signal Equipment</i>	204,775
<b><i>Remaining Appropriation</i></b>	<b>204,775</b>

<b>Total Appropriation</b>	<b>\$ 1,645,235</b>
----------------------------	---------------------



# CIP 92742 Traffic Signal FY 2021-22 through FY 2025-26

Infrastructure Improvements

**Project Manager: David Bragg - Traffic Engineering**

## Project Scope

Install signals at unsignalized intersections and school zones as warranted, upgrade traffic signal controllers, and perform necessary repairs. This project also includes major repairs and enhancements such as replacing crushed conduit and wiring, rebuilding aging signal arm assemblies, and upgrading traffic signals to flashing yellow arrows.

## Project Justification

The project provides funding for new signals and school zones designed and constructed in-house. The project will also be utilized to upgrade existing traffic signals requiring major repairs. Public safety is a major factor considered when installing and maintaining traffic signals and school zones.

## Project Highlights

### Council Priorities Addressed:

Public Safety  
Redevelopment  
Community Improvement  
Growth and Development

## Project History

**FY 2021-22** Funding was utilized to upgrade signal at 114th Street & Frankford Avenue to G-Y-R operation

**FY 2022-23** Funding was utilized to refurbish the signal at 66th Street and Indiana Avenue, build a new signal at 11th Place and Milwaukee Avenue, and construct pedestrian hybrid beacons on Martin Luther King Blvd at Emory Street and E. 28th Street.

**FY 2023-24** Funding was utilized to install a pedestrian hybrid beacon at N. Slide and Marshall Avenue, flashing school zones at Alcove Trails Middle School, Roscoe Wilson Elementary School, and Ridgewood Elementary School, flashing yellow arrow upgrades at 43rd and Milwaukee Avenue, and upgraded 25 traffic controller units

- FY 2020-21 \$350,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$20,235 was appropriated by BCR# 2022-13
- FY 2022-23 \$400,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$225,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$450,000 was appropriated by Ord. 2024-00128
- FY 2024-25 \$200,000 was appropriated by BCR# 2025-3

Project Dates

Project Start Date - Construction: 10/1/2021  
Project End Date - Construction: 9/30/2029

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	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0
TOTAL	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$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	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0
TOTAL	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$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

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## Information

### Agenda Item

**Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0023, 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

On January 28, 2025, the City Council approved the first reading of the ordinance.

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

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## 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.

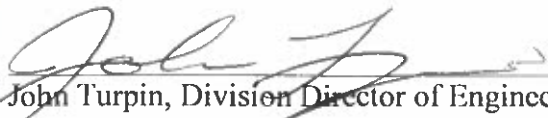
Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
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:

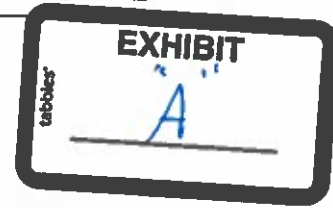
  
\_\_\_\_\_  
Kelli Leisure, Senior City Attorney

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,

A handwritten signature in blue ink, appearing to read "Chris Nava".

**Chris Nava, Plat Coordinator**

**AMD Engineering, LLC**

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

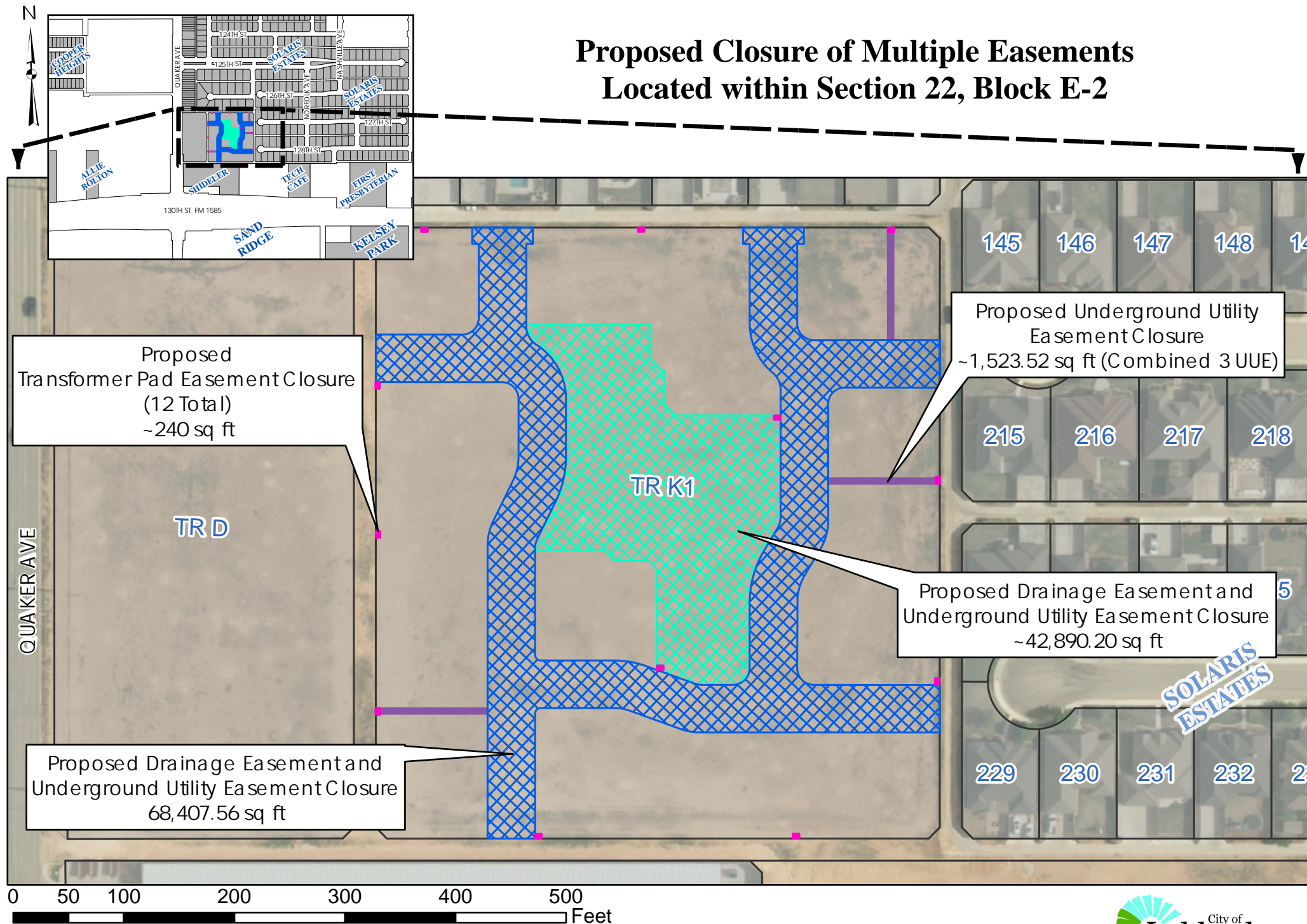
Texas Licensed Surveying Firm (TX No. 101785-00)

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.

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## Information

### Agenda Item

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of alley right-of-way located in Block 102, Overton Addition to the City of Lubbock, Lubbock County, Texas, between 14th Street and 15th Street, west of Avenue X in Block 102.

### Item Summary

The City of Lubbock is in receipt of a request to abandon and close portions of the alley running east and west between 14th and 15th Streets, west of Avenue X in Block 102, Overton on behalf of Lubbock 2413 Properties KP7, LLC.

Lubbock 2413 Properties KP7, LLC is closing the alley to accommodate a proposed student housing building, and they have dedicated a new alley in order to re-route the utilities from the alley closure.

The total area of the alley being closed is 7,002 square feet. The proponent gets credit for the dedication of a new alley with an area of 3,084 square feet. The net area subject to the closure fee is 3,918 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at \$2.50 per square foot, for a total of \$9,795.

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

### Fiscal Impact

\$9,795.00 revenue to the General Fund.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## **Attachments**

Ordinance Alley Closure Overton,Blk102

20203-08-09\_Alley Closure Description and Exhibit

GIS Map Alley Closure Overton,Blk102

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 102, OVERTON 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 is no longer needed for right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for right-of-way purposes and for public use; NOW THEREFORE:

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

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

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

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

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

AND IT IS SO ORDERED.

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

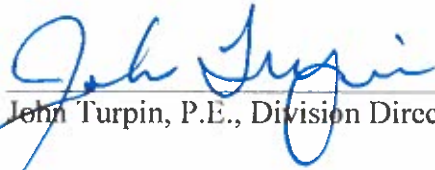
Passed by the City Council on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MARK W. MCBRAYNER, 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 City Attorney

Ord.Alley Right-of-Way, Block 102 Overton Add'n  
2.4.25



## ALLEY CLOSURE IN BLOCK 102, OVERTON ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

An alley closure in Block 102, Overton Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 18, Page 610 of the Deed Records of Lubbock County, Texas, said alley closure contains 7,002 square feet being further described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" found in the west right-of-way line of Avenue X, dedicated with said plat of Overton Addition, in the east line of said Block 102, at the southeast corner of Lot 1 of said Block 102, for the northeast corner of this alley closure, said beginning point having coordinates of NORTHING: 7,275,015.68 and EASTING: 942,820.26, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" found at the northeast corner of said Block 102 bears *North 01 degrees 42 minutes 55 seconds East* a distance of 127.35 feet;

(1) THENCE *South 01 degrees 42 minutes 55 seconds West*, along the west line of said Avenue X, a distance of 20.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" found in the east line of said Block 102, at the northeast corner of Lot 24 of said Block 102, for the southeast corner of this alley closure, whence a 1/2-inch iron rod found at the southeast corner of said Block 102 bears *South 01 degrees 42 minutes 55 seconds West* a distance of 127.35 feet;

(2) THENCE *North 88 degrees 19 minutes 35 seconds West*, along the south line of said alley dedicated with said plat of Overton Addition, a distance of 350.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" found at the north common corner of Lot 17 and Lot 18 of said Block 102 for the southwest corner of this alley closure;

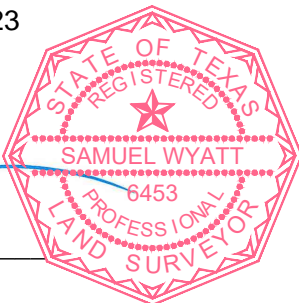
(3) THENCE *North 01 degrees 43 minutes 30 seconds East* a distance of 20.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" found in the north line of said alley dedicated with said plat of Overton Addition, at the south common corner of Lot 7 and Lot 8 of said Block 102, for the northwest corner of this alley closure, whence a 1/2-inch iron rod with an orange plastic cap found at the north common corner of said Lot 7 and Lot 8 bears *North 01 degrees 43 minutes 30 seconds East* a distance of 127.52 feet;

(4) THENCE *South 88 degrees 19 minutes 35 seconds East*, along the north line of said alley, a distance of 350.08 feet to the **POINT OF BEGINNING**. Bearings called in this description are based on the Texas Coordinate System, North Zone 4201, North American Datum of 1983. Distances called in this description are at surface. Areas reported hereon 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 this tract. A plat of this survey accompanies this description on Page 2.

Surveyed on the ground: April 27, 2023  
Signed: August 09, 2023



Samuel Wyatt  
R.P.L.S. 6453



Block 101  
Overton Addition  
Vol. 18, Pg. 610

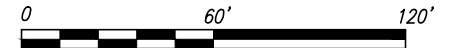
# AN ALLEY CLOSURE IN BLOCK 102, OVERTON ADDITION TO THE CITY OF LUBBOCK

PLAT: VOLUME 18, PAGE 610 OF THE  
DEED RECORDS OF LUBBOCK COUNTY, TEXAS

Northwest corner of  
Lot 7, Block 102,  
Overton Addition

14th Street  
60' Right-of-way, Vol. 18, Pg. 610

Northeast corner of Block  
102, Overton Addition



## SURVEYOR'S REPORT:

BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE  
BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202,  
NAD'83 (2018).

DISTANCES REPORTED HEREON ARE AT SURFACE.  
AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE  
AT 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 THIS  
TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT  
"PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO  
NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS  
CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH  
RECORD DOCUMENTS.

A METES AND BOUNDS DESCRIPTION OF THIS CLOSURE IS  
INCLUDED ON PAGE 1 OF THIS DOCUMENT.

N: 7,275,015.68  
E: 942,820.26

Point of  
Beginning

Avenue X  
50' Right-of-way, Vol. 18, Pg. 610

N.01°43'30"E. 127.52'  
N.01°43'30"E. 20.00'

Overton Addition  
Vol. 18, Pg. 610

S.88°19'35"E. 350.08'

20' Alley: Vol. 18, Pg. 610

N.88°19'35"W. 350.08'

Overton Addition  
Vol. 18, Pg. 610

Southeast corner of Block  
102, Overton Addition

15th Street  
60' Right-of-way, Vol. 18, Pg. 610

Block 103  
Overton Addition  
Vol. 18, Pg. 610

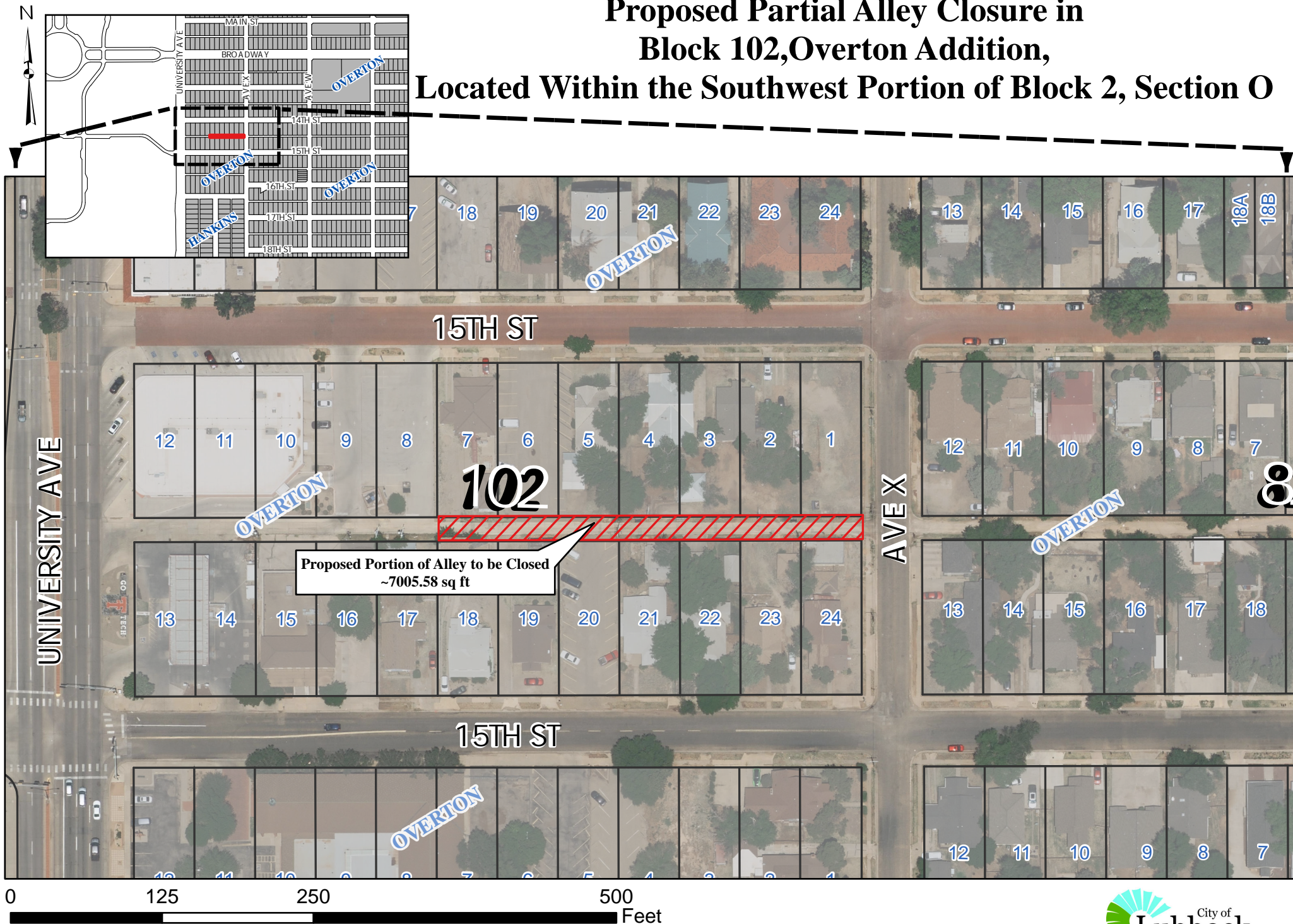
**Parkhill**

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091



# Proposed Partial Alley Closure in Block 102, Overton Addition, Located Within the Southwest Portion of Block 2, Section 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.

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## Information

### Agenda Item

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of an access easement located in Tracts 4A & 4B, Huntington Business Park, City of Lubbock, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.

### Item Summary

The City of Lubbock is in receipt of a request to abandon and close an access easement between Tracts 4A and 4B in Huntington Business Park, at the southeast corner of Indiana Avenue and 122nd Street, on behalf of Centerline Engineering.

Centerline Engineering is closing the access easement and will dedicate a revised access easement with a re-plat of Tracts 4A and 4B. This closure will be recorded concurrently with the re-plat.

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 - Huntington Bus. Pk.

Huntington - Exhibit - A

GIS map - Huntington Bus. Pk.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AN ACCESS EASEMENT LOCATED IN TRACTS 4A & 4B, HUNTINGTON BUSINESS PARK, 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 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. Access Easement Closure Tracts 4A&4B Huntington bus pk.  
2.4.25

## Exhibit "A"

County, Texas, and said 0.20 acre portion of  
es and bounds as follows:

Rod Found for the Southwest Corner of said lot;

point for a Corner of this tract;

**Arc Length of 18.85 feet to a Point in the Tract;**

Point for the most Northerly Southwest Corner said Tract 4-B;

the West line of said Tract 4-B to a Point for

Point for a Corner of this tract;

Point for a Corner of this tract;

for a Corner of this tract;

length of 39.25 feet to a Point in the East line  
tract;

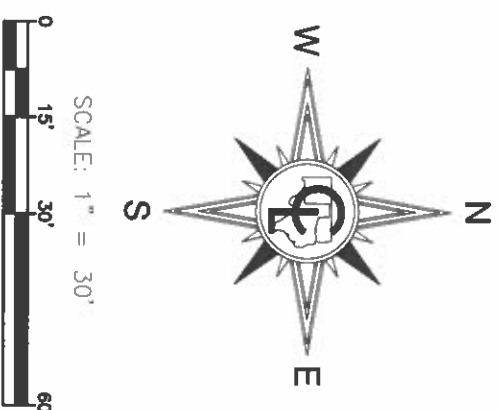
Point for the Southeast Corner of this tract,

**Arc Length of 39.28 feet to a Point for a**

a Point for a Corner of this tract;

**Arc Length of 39.27 feet to a Point for a**

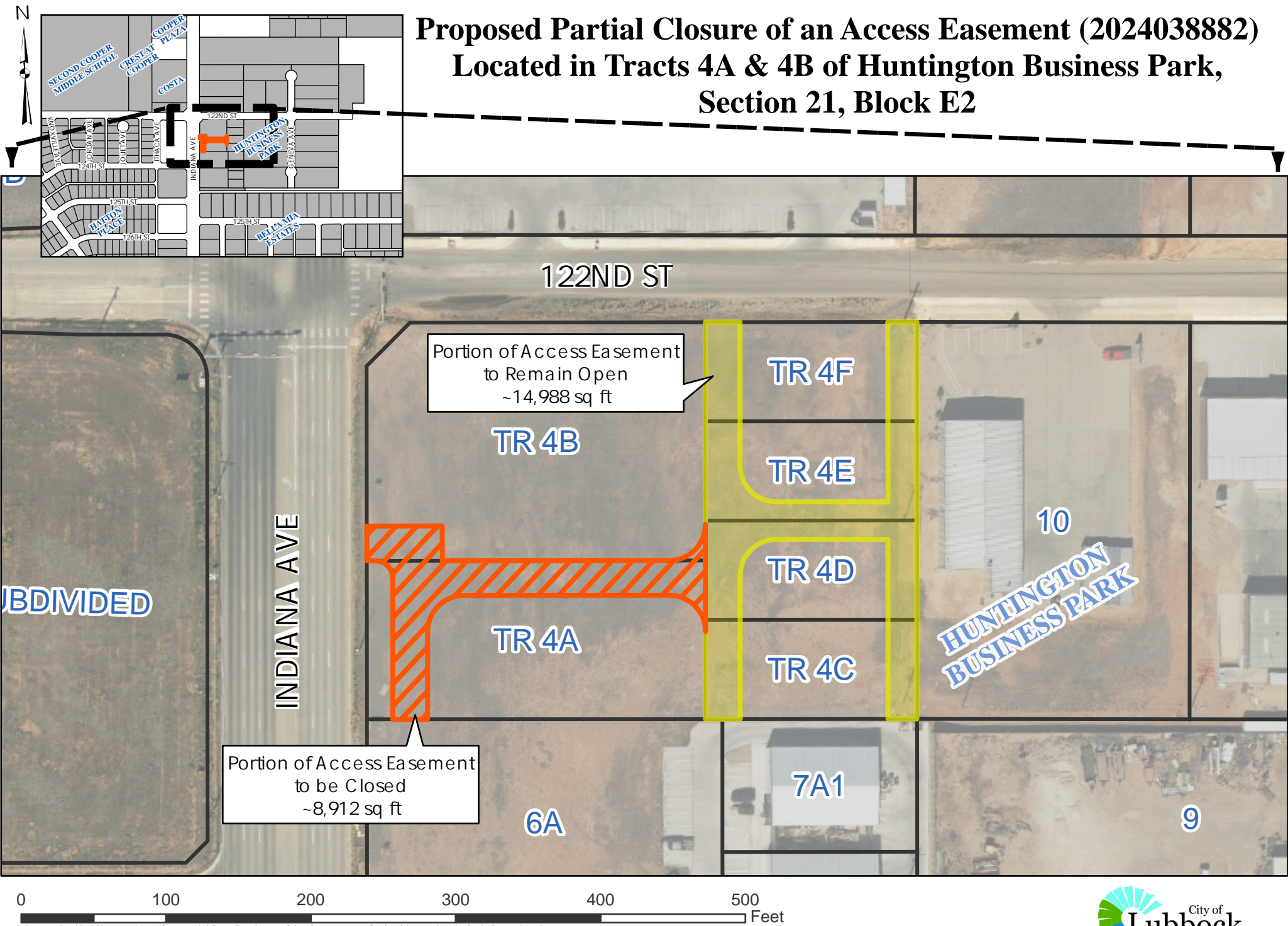
ing the South line of said Tract 4-A to the  
res of land, more or less.



# VACATE EXHIBIT

Access Easement Vacate  
± 0.20 Acres  
Lubbock, Lubbock County, Texas

**Q CENTERLINE**  
CENTERLINE  
6512 Updell Avenue, Lubbock, Texas 79424  
(800) 470-8835  
TDE Reg. No. 7-16713 TDEPLS Reg. No. 101943578  
OCL#WOM4 CA NO. 8846



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.

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## Information

### Agenda Item

**Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing an alley right-of-way located in Section 22, Block E-2, L.A. Patillo Survey, abstract No. 744, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.

### Item Summary

The City of Lubbock is in receipt of a request to abandon and close the alley running north-south between Tracts D and D-2 and K-1 in Solaris Estates, Tract K-1 east of Quaker Avenue and south of 126th Street on behalf of AMD Engineering, LLC.

AMD Engineering, LLC is closing the alley due to a change in the design of Tract K-1. An underground utility easement will be dedicated and filed concurrently upon the approval of the closure.

The total area of the alley being closed is 11,262 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at \$1.60 per square foot, for a total of \$18,019.20. A 50% discount is given because the proponent is dedicating a new easement. The net value to the City is \$9,009.60.

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

### Fiscal Impact

\$9,009.60 in revenue to the General Fund

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

---



## **Attachments**

Solaris Tr. K-1, Alley Ordinance

Solaris Tr. K-1, Alley m&b legal

Solaris Tr. K-1, Alley GIS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ABANDONING AND CLOSING ALLEY RIGHT-OF-WAY LOCATED IN SECTION 22, BLOCK E-2, L.A. PATILLO SURVEY, ABSTRACT NO. 744, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 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, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

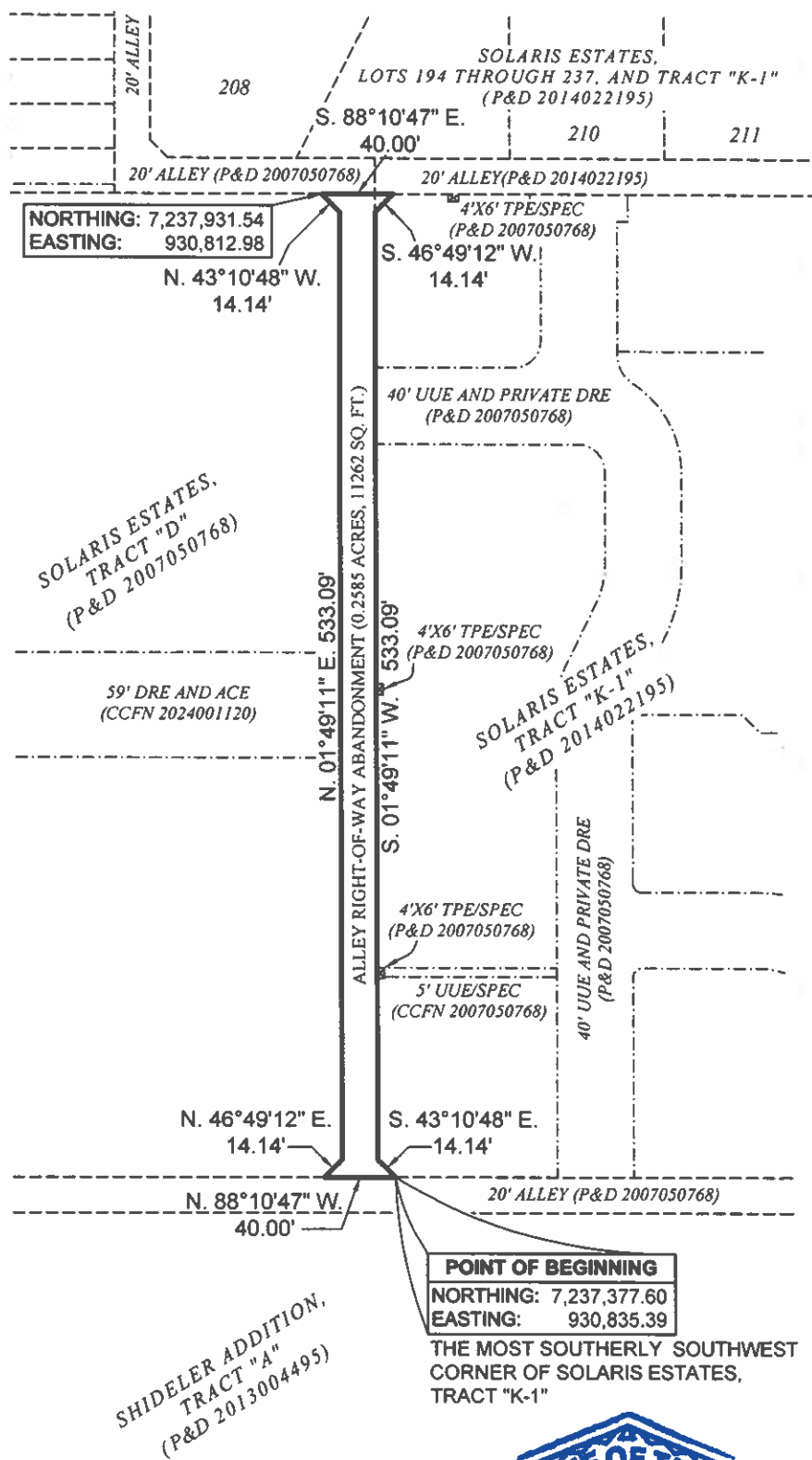
  
Kelli Leisure, Senior Assistant City Attorney

Ord.Alley Right-of-Way L.A. Patillo Survey  
1.6.25

EXHIBIT "A"

**PROPOSED ALLEY RIGHT-OF-WAY ABANDONMENT**  
LOCATED IN SECTION 22, BLOCK E-2,  
L.A. PATILLO SURVEY, ABSTRACT No. 744,  
LUBBOCK COUNTY, TEXAS

Exhibit "A"



SCALE: 1" = 100'



LEGEND:


HEAVY LINES INDICATE LIMITS OF SURVEY

- CCFN = COUNTY CLERK'S FILE NUMBER
- P&D = COUNTY CLERK'S PLAT AND DEDICATION NUMBER
- ACE = ACCESS EASEMENT
- DRE = DRAINAGE EASEMENT
- SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE
- TPE = 4'X6' (MINIMUM) TRANSFORMER PAD EASEMENT
- UUE = UNDERGROUND UTILITY EASEMENT
- WLE = WATER LINE EASEMENT

BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,237,316.99 AND EASTING: 931,338.16. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-) 01° 51'19.77" AND THE COMBINED SCALE FACTOR IS 0.99974862. DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.

PREPARED: APRIL 24, 2024

SECT. 22, BLOCK E-2, L.A. PATILLO SURVEY, ABST. NO. 744



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: FORT DAVIS STATE BANK DATE APRIL 24, 2024  
JOB NUMBER: 230663

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DESCRIPTION FOR  
**PROPOSED ALLEY RIGHT-OF-WAY ABANDONMENT**  
**LOCATED IN SECTION 22, BLOCK E-2,**  
**L.A. PATILLO SURVEY, ABSTRACT No. 744,**  
**LUBBOCK COUNTY, TEXAS**

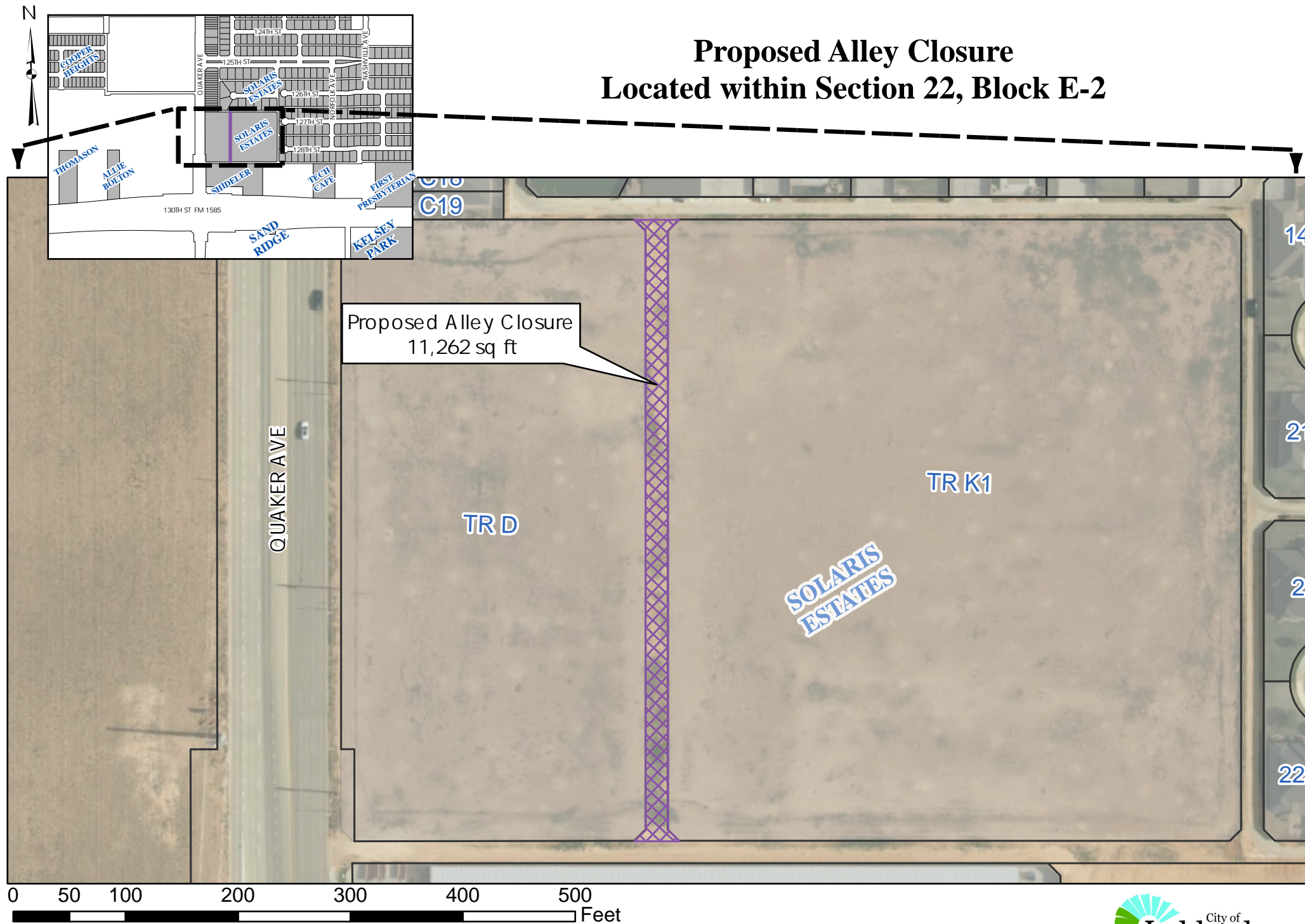
*(Sheet 2 of 2, Exhibit attached as Sheet 1)*

A proposed right-of-way abandonment located in the southwest quarter Section 22, Block E-2, L.A. Patillo Survey, Abstract No. 744, Lubbock County, Texas, being a portion of an alley dedicated with the plat of Solaris Estates, Lots 1-193 & Tracts A-1 and K, 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 File Number (CCFN) 2007050768 of the Official Public Records of Lubbock County, Texas (OPRLCT) and a portion of an alley dedicated with the plat of Solaris Estates, Lots 194 through 237, and Tract "K-1", addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in CCFN 2014022195 of the OPRLCT, said right-of-way contains 0.2585 acres (11,262 SF) of land being further described by metes and bounds as follows:

- 1) **BEGINNING** at the southwest corner of said Tract "K-1", Solaris Estates and the southeast corner of this abandonment, having coordinates of Northing: 7,237,377.60 and Easting: 930,835.39 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;
- 2) **THENCE** N. 88° 10' 47" W. a distance of 40.00 feet to a point of intersection for most southerly southeast corner of Tract "D", Solaris Estates and the Southwest corner of this abandonment;
- 3) **THENCE** N. 46° 49' 12" E. a distance of 14.14 feet to a point of intersection for the most easterly southeast corner of said Tract "D" and a corner of this abandonment;
- 4) **THENCE** N. 01° 49' 11" E. a distance of 533.09 feet to a point of intersection for the most easterly northeast corner of said Tract "D" and a corner of this abandonment;
- 5) **THENCE** N. 43° 10' 48" W. a distance of 14.14 feet to a point of intersection for the most northerly northeast corner of said Tract "D" and a corner of this abandonment, having coordinates of Northing: 7,237,931.54 and Easting: 930,812.98 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;
- 6) **THENCE** S. 88° 10' 47" E. a distance of 40.00 feet to a point of intersection for the most northerly northwest corner of said Tract "K-1" and a corner of this abandonment;
- 7) **THENCE** S. 46° 49' 12" W. a distance of 14.14 feet to a point of intersection for the most westerly northwest corner of said Tract "K-1" and a corner of this abandonment;
- 8) **THENCE** S. 01° 49' 11" W. a distance of 533.09 feet to a point of intersection for the most westerly southwest corner of said Tract "K-1" and a corner of this abandonment;
- 9) **THENCE** S. 43° 10' 48" E. a distance of 14.14 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as determined by a point of origin located at Northing: 7,237,316.99 and Easting: 931,338.16. The convergence angle to True North is (-) 01° 51' 19.77" and the combined scale factor is 0.99974862. Distances are at surface, in U.S. Survey feet.



# Proposed Alley Closure 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.

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## Information

### Agenda Item

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, two (2) Street, Public Use, and Right-of-Way Deeds, and all related documents, in connection with real property located in Section 8, Block E, of the GC & SF Railroad Company Survey, Lubbock County, Texas, (Parcels 19 & 20), 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 dedications will allow for the construction of the arterial.

For Parcel 19, GC Investments, LLC will dedicate 16,199 square feet of land on 82nd Street between Avenue B and Avenue D. The cost of the land is \$48,597, and the cost of improvements is \$720, for a total of \$49,317 for Parcel 19.

For Parcel 20, 67th Street and Salem Avenue, LLC will dedicate 7,984 square feet of land on 82nd Street between Avenue B and Ash Avenue. The cost of the land is \$23,945, and the cost of improvements is \$6,854, for a total of \$30,799 for Parcel 20.

### Fiscal Impact

The cost of the land acquisition is \$80,116 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

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## Attachments

Resolution - 82nd St, Parcels 19 & 20

P19\_Deed\_Signed

P20\_Deed\_Signed

GIS map - 82ndSt,Parcel19

GIS map - 82nd St, Parcel 20

CIP Budget Detail - 92825

CIP 92825 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 two (2) street, public use, and right-of-way deeds in connection with certain real property located in Section 8, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcels 19 & 20), 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

***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.***

**82<sup>nd</sup> Street and MLK Jr. Boulevard, 2022 Street Bond Project  
Parcel No. 19  
305 East 82<sup>nd</sup> Street, Lubbock, TX 79404,  
5.307 acres out of Section 8, Block E, City of Lubbock, 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 **GC Investments, LLC a Texas limited liability company**, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **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 20 day of Jan, 2025

**GRANTOR:**

**GC Investments, LLC a Texas limited liability company**

X [Signature]  
BY: Jacob Grotzen  
Title: manager

**CORPORATE ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF** Lubbock

This instrument was acknowledged before me on the 20 day of Jan, 2025  
by Tavia Bryant (Name), Escrow Officer (Title) of **GC Investments, LLC a Texas limited liability company**, on behalf of said company. The  
acknowledging person personally appeared by:

☒ physically appearing before me.

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

Tavia Bryant  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 5-19-2025



**Grantee's Address:**

City of Lubbock  
1314 Avenue K, 7<sup>th</sup> Floor  
Lubbock, TX 79401

## EXHIBIT "A"

### DESCRIPTION – PARCEL 19

**Field notes describing a 0.37 acre Right-of-Way out of a called 5.307 acre tract of land located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.**

BEING a 0.37 acre tract of land out of a called 5.307 acre tract described in a Warranty Deed to Steven Hasskamp and Patricia Hasskamp, recorded in County Clerk File Number 2012042731, Official Public Records, Lubbock County, Texas, located in Section 8, 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 1/2 inch iron rod (N: 7,253,527.54', E: 951,592.62') found for the northeast corner of this tract on the south line of a Lubbock County Right-of-Way easement for 82nd Street as described in a deed recorded as Volume 500, Page 641, Official Public Records, Lubbock County, Texas, and on the common east line of said 5.307 acre tract and west line of a called 0.553 acre tract described as Tract 1 in a Warranty Deed to 67th and Salem, LLC, recorded in County Clerk File Number 2015037513, Official Public Records, Lubbock County, Texas, from which a Railroad Spike found for the northeast corner of said Section 8 bears North 01°44'22" East, 30.01 feet and South 88°15'27" East, 659.76 feet;

**THENCE South 01°44'22" West**, along said common line, a distance of **49.87 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for the southeast corner of this tract;

**THENCE North 88°15'27" West**, a distance of **342.85 feet** to a 1/2 inch iron rod with cap stamped "RPLS 4460" (N: 7,253,487.57', E: 951,266.41') found for the southwest corner of this tract on the common west line of said called 5.307 acre tract and east line of the plat limits of the 82nd Acres Addition, as shown in Volume 1612, Page 793, Official Public Records, Lubbock County, Texas, and being the same as the northeast corner of Lot 11 of said 82nd Acres Addition, from which a 1/2 inch iron rod found for the northwest corner of a tract described as the east 57.8 feet of said Lot 11 in Volume 2736, Page 15, Official Public Records, Lubbock County, Texas, bears North 88°18'11" West, 57.51 feet;

**THENCE North 01°48'02" East**, along said common line of said 5.307 acre tract and said 82nd Acres Addition plat limits, a distance of **49.87 feet** to a 1/2 inch iron rod with cap stamped "RPLS 4460" found for the northwest corner of this tract on the south line of said Lubbock County Right-of-Way easement;

**THENCE South 88°15'27" East**, along the south line of said Lubbock County Right-of-Way easement, a distance of **324.80 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.37 acre (16,199 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. Fauster 2024-03-08



Jeffrey L. Fansler  
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"

N/30° ROW PER PLAT (V 315, P 201 O.P.R.L.C.T.)

## 82ND STREET

S/80° L.C.R.E. (V 500, P 641 O.P.R.L.C.T.)

RAILROAD SPIKE  
NE COR. OF SEC. 8, BLK E  
N: 7,253,537.48', E: 952,252.89'  
S88°15'27"E

659.76'

EE - COL  
(CCFN: 2020033174  
O.P.R.L.C.T.)

S 88° 15' 27" E - 324.80'

EE - COL (CCFN: 2020032425 O.P.R.L.C.T.)

20' GLE (V 916, P 283 O.P.R.L.C.T.)

15' UTE (V 1506, P 40 O.P.R.L.C.T.)

0.37 ACRE  
(16,199 SQ. FT.)

10' EE (V 983, P 283 O.P.R.L.C.T.)

49.87'

P.O.B. - 1/2" I.R.  
(CCFN: 2015037513 O.P.R.L.C.T.)

S01°44'22"W

324.85'

1/2" I.R. - RPLS 4460  
N: 7,253,467.57', E: 951,266.41'

N 88° 15' 27" W

10' UEE - SWBT  
(V 2777, P 1 O.P.R.L.C.T.)

LCAD ID: R85529  
CALLED 5.307 ACRES

HASSKAMP STEVEN & PATRICIA  
(CCFN: 2012042731 O.P.R.L.C.T.)

LCAD ID: R85502  
CALLED 0.553 ACRE  
67TH & SALEM LLC  
(CCFN: 2015037513 O.P.R.L.C.T.)

LCAD ID: R71780  
E/57°8'11"1  
COOK, MARLA  
(V 2736, P 15 O.P.R.L.C.T.)  
82ND ACRES ADDITION  
(V 1612, P 793 O.P.R.L.C.T.)

## GRAPHIC SCALE

(in feet)



1 inch = 50 ft.

## NOTES:

1. Bearings shown herein 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 herein 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 herein 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

EE = ELECTRICAL EASEMENT

GLE = GAS LINE EASEMENT

UTE = UNDERGROUND TELECOMMUNICATIONS EASEMENT

UEE = UNDERGROUND ELECTRICAL EASEMENT

ROW = RIGHT-OF-WAY

L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT

COL = CITY OF LUBBOCK

SWBT = SOUTHWESTERN BELL TELEPHONE

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

● = MONUMENT FOUND (AS NOTED)

○ = MONUMENT SET (8/8" 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*  
Jeffrey L. Fansler  
Registered Professional Land Surveyor  
No. 4348  
Date  
2024-03-08



PARCEL 19

A 0.37 ACRE (16,199 SQ. FT.) RIGHT-OF-WAY OUT OF A CALLED 5.07 ACRE TRACT  
OF LAND LOCATED IN SECTION 8, BLOCK E, OF THE GC & SF R.R. CO. SURVEY,  
LUBBOCK COUNTY, TEXAS.



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

© copyright Cobb Fendley & Associates, Inc.

**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.**

**82<sup>nd</sup> Street and MLK Jr. Boulevard, 2022 Street Bond Project**

**Parcel No. 20**

**7,982 sf or 0.18 acre Right-of-Way out of a called 0.553 acre tract and a called 0.625 acre tract of land located in Section 8, Block E, of the GC & SF R.R. Co. Survey, 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 **67th & Salem, LLC** a Texas limited liability company, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to **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 20 day of Jan, 2025

**GRANTOR:**

**67th & Salem, LLC a Texas limited liability company**

X [Signature]  
BY: Jacob Goertzen  
Title: manager

**CORPORATE ACKNOWLEDGEMENT**

**STATE OF TEXAS**

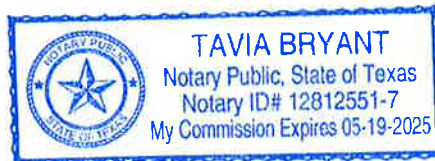
**COUNTY OF** Lubbock

This instrument was acknowledged before me on the 20 day of Jan, 2025  
by Tavia Bryant (Name), Hub City Title Escrow (Title) of **67th  
& Salem, LLC a Texas limited liability company**, on behalf of said company. The  
acknowledging person personally appeared by:

☒ physically appearing before me.

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

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 5-19-2025



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



## EXHIBIT "A"

### DESCRIPTION – PARCEL 20

**Field notes describing a 0.18 acre Right-of-Way out of a called 0.553 acre tract and a called 0.625 acre tract of land located in Section 8, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.**

BEING a 0.18 acre tract of land out of a called 0.553 acre tract and a called 0.625 acre tract of land described in a Warranty Deed to 67th and Salem, LLC, recorded in County Clerk File Number 2015037513, Official Public Records, Lubbock County, Texas, located in Section 8, 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 1/2 inch iron rod (N: 7,253,527.54', E: 951,592.62') found for the northwest corner of this tract on the south line of a Lubbock County Right-of-Way easement for 82nd Street as described in a deed recorded as Volume 500, Page 641, Official Public Records, Lubbock County, Texas, and on the common west line of said called 0.553 acre tract and east line of a called 5.307 acre tract described in a Warranty Deed to Steven Hasskamp and Patricia Hasskamp, recorded in County Clerk File Number 2012042731, Official Public Records, Lubbock County, Texas, from which a Railroad Spike found for the northeast corner of said Section 8 bears North 01°44'22" East, 30.01 feet and South 88°15'27" East, 659.76 feet;

**THENCE South 88°15'27" East**, along the south line of said Lubbock County Right-of-Way easement, at 80.02 feet pass the common east line of said called 0.553 acre tract and west line of said called 0.625 acre tract and continuing for a total distance of **160.11 feet** to a 1/2 inch iron rod found for the northeast corner of this tract on the common east line of said called 0.625 acre tract and west line of a called 0.59 acre tract described as Tract 2 in a Warranty Deed to Alfred Mendez and Rosa Elia Mendez De Chavez recorded in County Clerk File Number 2017041051, Official Public Records, Lubbock County, Texas;

**THENCE South 01°44'58" West**, along the common east line of said called 0.625 acre tract and west line of said called 0.59 acre tract, a distance of **49.87 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7,253,472.82', E: 951,751.13') set for the southeast corner of this tract;

**THENCE North 88°15'27" West**, at a distance of 80.08 feet pass the common west line of said called 0.625 acre tract and east line of said called 0.553 acre tract and continuing for a total distance of **160.10 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for the southwest corner of this tract on the common west line of said called 0.553 acre tract and east line of said called 5.307 acre tract;

**THENCE North 01°44'22" East**, along said common line, a distance of **49.87 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.18 acre (7,984 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* 2024-03-08



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"

N/30° ROW PER PLAT (V 315, P 201 O.P.R.L.C.T.)

RAILROAD SPIKE  
NE CNR OF SEC. 8, BLK E  
N: 7,253,537.48', E: 952,252.99'

S88°15'27"E

SECTION 5, BLOCK E

82ND STREET

659.76'

EE - COL  
(CCFN: 2020032425  
O.P.R.L.C.T.)

P.O.B. - 1/2" I.R.  
N: 7,253,527.54', E: 951,592.62'

S/30° L.C.R.E.  
(V 500, P 641 O.P.R.L.C.T.)

EE - COL  
(CCFN: 2020033174  
O.P.R.L.C.T.)

EE - COL  
(CCFN: 2020032427 O.P.R.L.C.T.)

20' GLE (V 916, P 293 O.P.R.L.C.T.)

30.01'

S 88°15'27" E

160.11'

1/2" I.R.

15' UTE (V 1506, P 40 O.P.R.L.C.T.)

49.87'

80.02'

80.09'

49.87'

10' EE (V 983, P 293 O.P.R.L.C.T.)

N 01°44'22"E

N 88°15'27" W

160.10'

S 01°44'58"W

LCAD ID: R86529  
CALLED 5.307 ACRES  
HASSKAMP STEVEN & PATRICIA  
(CCFN: 2012042731 O.P.R.L.C.T.)

LCAD ID: R85502  
CALLED 0.553 ACRE (TRACT 1)  
67TH & SALEM LLC  
(CCFN: 2015037513 O.P.R.L.C.T.)

LCAD ID: R85556  
CALLED 0.625 ACRE (TRACT 2)  
67TH & SALEM LLC  
(CCFN: 2015037513 O.P.R.L.C.T.)

LCAD ID: R54116  
CALLED 0.59 ACRE (TRACT 2)  
MENDEZ ALFRED & ROSA E  
(CCFN: 2017041051 O.P.R.L.C.T.)

LCAD ID: R54141  
CALLED 0.59 ACRE (TRACT 1)  
MENDEZ ALFRED & ROSA E  
(CCFN: 2017041051 O.P.R.L.C.T.)

GRAPHIC SCALE  
(in feet)



1 inch = 50 ft.

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

EE = ELECTRICAL EASEMENT

GLE = GAS LINE EASEMENT

UTE = UNDERGROUND TELECOMMUNICATIONS EASEMENT

UEE = UNDERGROUND ELECTRICAL EASEMENT

ROW = RIGHT-OF-WAY

L.C.R.E. = LUBBOCK COUNTY RIGHT-OF-WAY EASEMENT

COL = CITY OF LUBBOCK

SWBT = SOUTHWESTERN BELL TELEPHONE

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

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STAMPED "COBB FENDLEY BOUNDARY")

--- = PROPERTY LINE

--- = EASEMENT LINE - AS DESCRIBED

--- = ADJOINING PROPERTY LINE

--- = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

DATE:

01/12/24

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 20.dwg

PARCEL 20

A 0.18 ACRE (7,984 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 0.553 ACRE TRACT AND A CALLED 0.625 ACRE TRACT OF LAND LOCATED IN SECTION 8, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

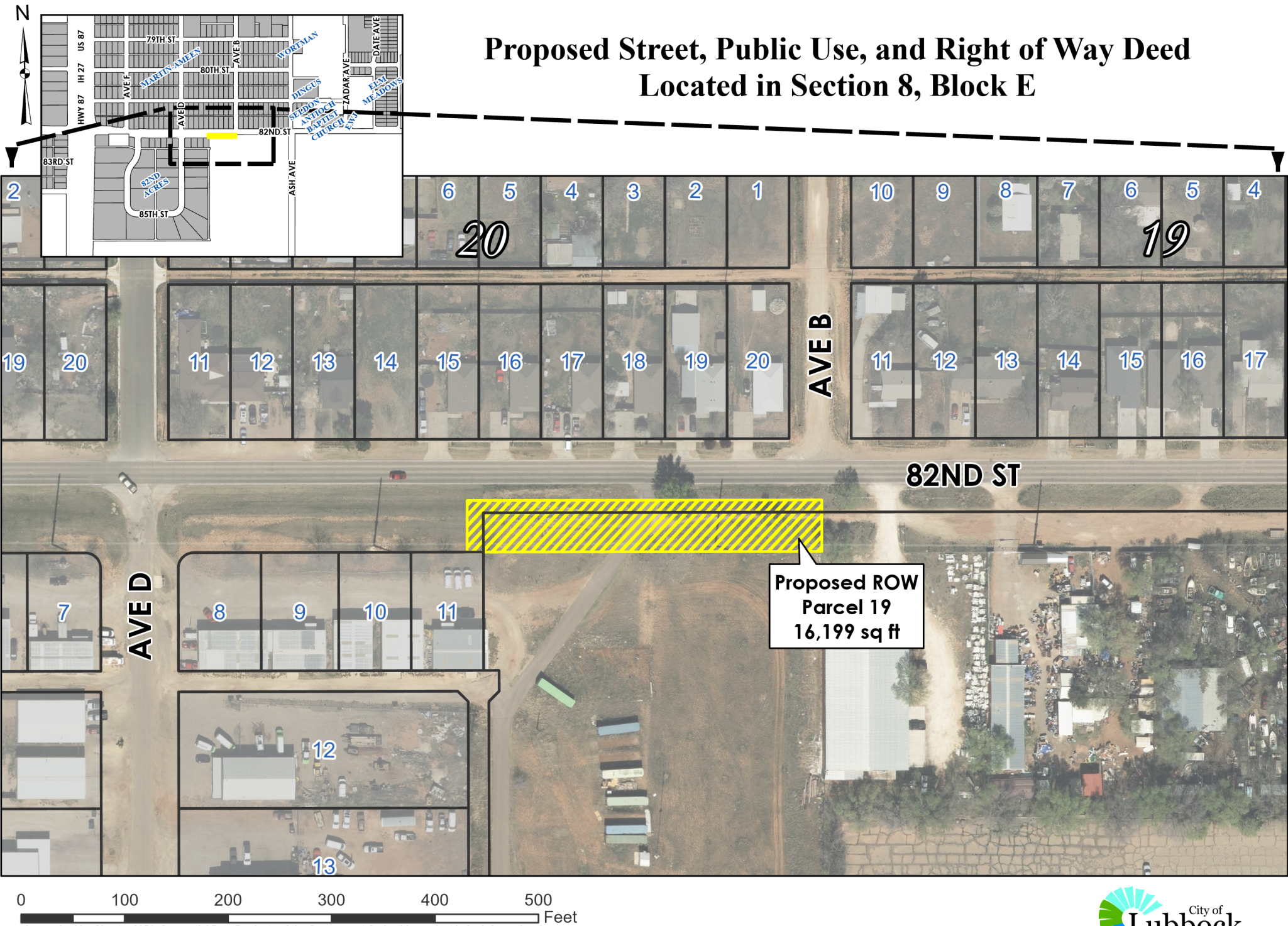
*Jeffrey L. Fansler*  
Jeffrey L. Fansler  
Registered Professional Land Surveyor  
No. 4348  
Date  
2024-03-08



**CobbFendley**

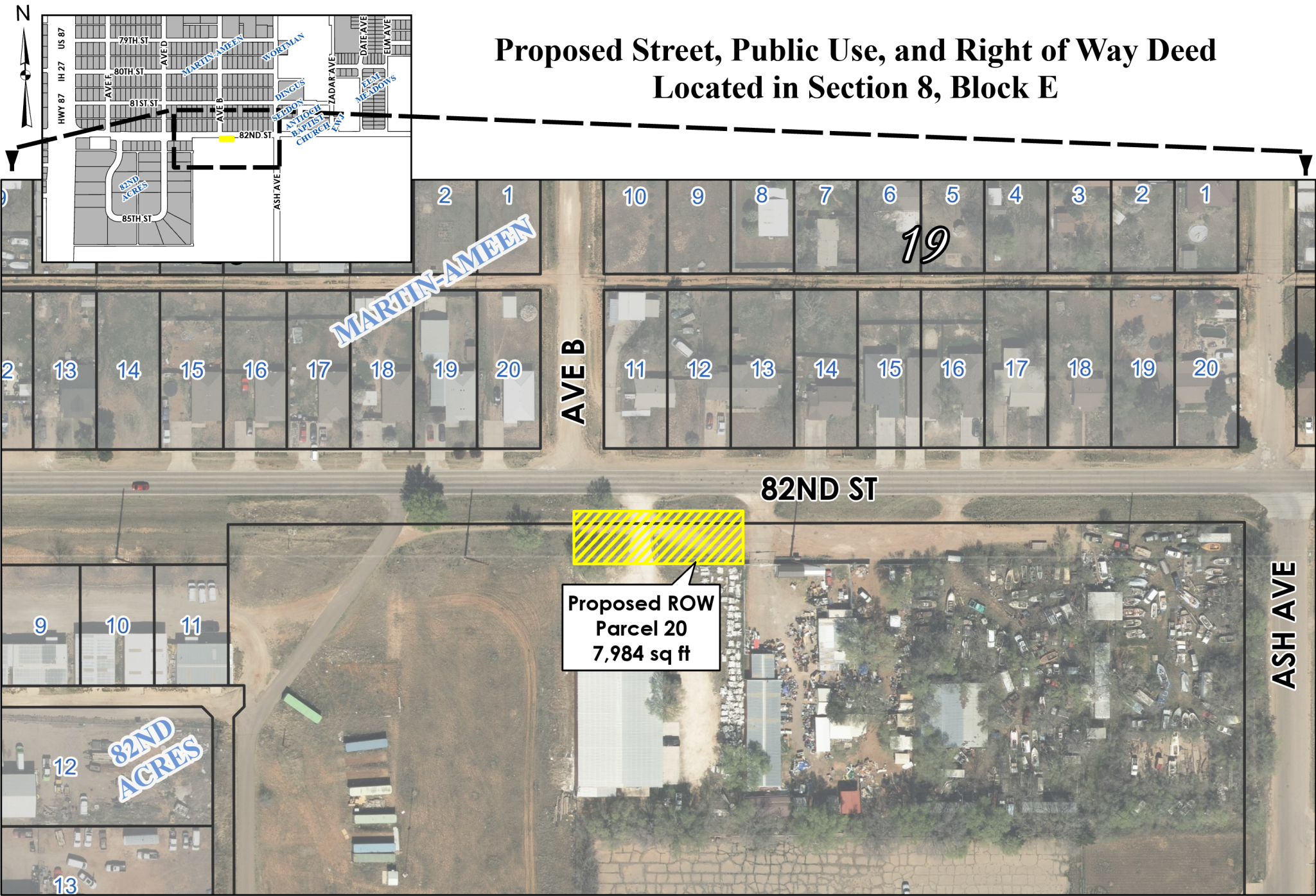
TBPEIS Land Surveying Firm Registration No. 10046700  
7727 Quaker Avenue, Suite A, Lubbock, Texas 79424  
Phone: 806.993.0071 | www.cobbfendley.com





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





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

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
February 25, 2025**

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

<i>Encumbered/Expended</i>	<b>Budget</b>
City of Lubbock Staff Time	\$ 18,53
Contract 17088 with LAN for Design Services on 82nd and MLK	3,424,87
Playa Lake 82 Land Purchase	700,00
Parcel 30 Land Purchase	128,54
Parcel 17 Land Purchase	50
Parcel 16 Land Purchase	50
Parcel 34 Land Purchase	59,21
Parcel 10 Land Purchase	2,80
Parcel 28 Land Purchase	80,41
Parcel 35 Land Purchase	35,00
Parcel 33 Land Purchase	99,90
Parcel 1 Land Purchase	45,77
Amendment 1 to Contract 17088	-
Parcel 2 Land Purchase	500
Parcel 23 Land Purchase	35,335
Parcel 29 Land Purchase	295,24
Parcel 3 Land Purchase	500
Parcel 4 Land Purchase	2,000
Parcel 32 Land Purchase	234,377
Parcel 21 Land Purchase	18,926
Parcel 26 Land Purchase	39,999
Parcel 27 Land Purchase	19,999
<i>Agenda Items, February 25th, 2025</i>	
Parcel 19 Land Purchase	49,317
Parcel 20 Land Purchase	6,854
<b><i>Encumbered/Expended To Date</i></b>	<hr/> 5,299,10 <hr/>
<i>Estimated Costs for Remaining Appropriation</i>	
Purchase of Land and Roadway Construction	<hr/> 400,89 <hr/>
<b><i>Remaining Appropriation</i></b>	<hr/> 400,89 <hr/>
<b>Total Appropriation</b>	<hr/> \$ 5,700,00 <hr/>





# CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - 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-lane 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. 2022-00169

## 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

**Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2025-O0025, amending Chapter 39.04.014 of the City of Lubbock Code of Ordinances, regarding the maintenance of drainage easements.

### Item Summary

On February 11, 2025, the City Council approved the first reading of the ordinance.

As development occurs, drainage easements are often necessary to legally convey stormwater discharge from one lot or tract to another, as the stormwater travels to a playa lake, public street, or another feature. When property owners dedicate stormwater drainage easements to the City, the ownership of the land and the responsibility of maintenance of the easement remains with the owner.

Prior to the adoption of Chapter 39 - Unified Development Code (UDC), drainage easements were regulated by Chapter 38 - Subdivision Regulations. The process of dedicating stormwater drainage easements and the responsibility of maintenance did not change with the adoption of the UDC; however, this amendment would restore some of the language to allow for greater transparency to landowners regarding the ownership and maintenance responsibilities that accompany drainage easements.

### Fiscal Impact

None

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

---

## Attachments

Ordinance





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE (ORDINANCE NO. 2023-O0054), AMENDING SECTIONS 39.04.014 AND 39.10.002 REGARDING STORMWATER DRAINAGE AREA MAINTENANCE AND EASEMENTS AND TO ADD A DEFINITION INCLUDED IN AMENDMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, since the adoption of the Unified Development Code (“UDC”) of the City of Lubbock, Ordinance No. 2023-O0054, city staff has been receiving feedback from the community regarding various changes that were adopted as part of the UDC and the effect some of the changes have in practice as new development under the UDC is taking place; and

**WHEREAS**, the City of Lubbock is responsible for the oversight of the city’s stormwater system and the permit for said system, the Municipal Separate Storm Sewer System (MS4), issued by the Texas Commission on Environmental Quality (TCEQ); and

**WHEREAS**, as part of said oversight, city staff finds this amendment necessary in order to thoroughly delineate some of the maintenance responsibility for certain drainage areas, as well as require easements for those drainage areas;

**WHEREAS**, the City Council of the City of Lubbock finds it in best interest of the citizens of Lubbock to adopt the following amendments to the UDC herein; **NOW THEREFORE:**

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

**SECTION 1. THAT** Section 39.04.014 of the UDC, City of Lubbock, Texas (Ordinance No. 2023-O0054) is hereby amended by adding section 39.04.014(k) which shall read:

**k. Maintenance and Easement.** When a cul-de-sac, dead-end street, or drainage easement abuts another lot or tract, the subdivider shall record an easement for the drainage area(s) in which the subdivider/owner retains the perpetual responsibility for keeping the easement area free of debris and sediment, mowed, and at the correct grade in order that the stormwater flow shall be maintained as designed.

The easement herein shall be a minimum of ten (10) feet, unless the Design Engineer makes a determination that a larger easement is necessary for the drainage plan for the subdivision, and shall be adjacent to the street, alley, or property line. The required easement shall be shown on the face of the plat.

**SECTION 2. THAT** Section 39.10.002 of the UDC, City of Lubbock, Texas is hereby amended by adding the following definition in alphabetical order, which shall read:

**Design Engineer** means the professional engineer responsible for the design of water, sewer, paving and/or drainage improvements.

**SECTION 3. THAT** a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

**SECTION 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:**

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

Ccdocs://Ordinance Amending UDC stormwater drainage area maintenance  
1.31.25

---

## Information

### Agenda Item

**Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Agreement Contract 18600, and related documents, with Kimley-Horn and Associates, Inc., for the reconstruction of 114th Street, from Indiana Avenue to University Avenue – 22B, which is a portion of the 2022 Street Bond Project.

### Item Summary

114th Street from Indiana Avenue to University Avenue is currently a 3-lane roadway that is designated in the 2018 Thoroughfare Master Plan to become a 5-lane arterial roadway through the 2022 Street Bond. Continued growth in southwest Lubbock has increased traffic demand along the 114th Street corridor from Indiana Avenue to University Avenue. The services will include the ultimate design of a 5-lane arterial, intersection improvements, drainage solutions, utility adjustment and right-of-way acquisition services.

Staff conducted contract negotiations with Kimley-Horn and Associates, Inc., after establishing them as qualified under Request for Qualifications (RFQ) 15876, for providing engineering services. Fair and reasonable hourly rates were agreed upon, for a total contract amount of \$1,305,234, with an 18-month contract duration. Staff recommends Kimley-Horn and Associates, Inc. of Lubbock, Texas, be awarded the professional services contract that will provide the plans, specifications and an estimate for 114th Street from Indiana Avenue to University Avenue.

### Fiscal Impact

This contract is not to exceed \$1,305,234 and is funded in Capital Improvements Project 92822, 114th Street: Indiana to University-22B.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

---

### **Attachments**

Resolution

Contract 18600

Location Map

Budget Detail

CIP Project Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 18600 for the reconstruction of 114<sup>th</sup> Street from Indiana Avenue to University Avenue – 22B, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

# PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 18600 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc., (the "Engineer"), a North Carolina corporation.

## WITNESSETH

**WHEREAS**, The City desires to contract with the Engineer to provide professional services for reconstruction of 114<sup>th</sup> Street from Indiana to University – 22B, (the "Activities"); and

**WHEREAS**, the Engineer has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by the City and the Engineer to be a fair and reasonable price; and

**WHEREAS**, the City desires to contract with the Engineer to provide professional services related to the Activities, and Engineer desires to provide the Services related to same.

**NOW THEREFORE**, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and the Engineer hereby agree as follows:

## ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 18 months. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

## **ARTICLE II. SERVICES AND COMPENSATION**

A. The Engineer shall conduct all activities, and within such timeframes, as set forth on Exhibit “A”, attached hereto (the “Services”).

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed \$1,305,234.00, as set forth in Exhibit “B”, and at such rates as set forth in Exhibit “C”.

## **ARTICLE III. TERMINATION**

A. General. The City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to the Engineer. In the event this Agreement is so terminated, the City shall only pay the Engineer for services actually performed by the Engineer up to the date the Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event the Engineer breaches any term and/or provision of this Agreement, the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law, equity, or otherwise, including without limitation, termination of this Agreement and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

## **ARTICLE IV. NON - ARBITRATION**

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

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES**

A. Existence. The Engineer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.



C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of the Engineer. This Agreement constitutes legal, valid, and binding obligations of the Engineer and is enforceable in accordance with the terms thereof.

D. Engineer. The Engineer maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. The Engineer will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

F. Use of Copyrighted Material. The Engineer warrants that any materials provided by the Engineer for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for ensuring that any materials provided by the Engineer pursuant to this Agreement satisfy this requirement and the Engineer agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of the Engineer's failure to perform this duty.

## **ARTICLE VI. SCOPE OF WORK**

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

## **ARTICLE VII. INDEPENDENT CONTRACTOR STATUS**

The Engineer and the City agree that the Engineer shall perform the duties under this Agreement as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. The Engineer has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, the Engineer and the Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

## **ARTICLE VIII. INSURANCE**

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

**Professional Liability:**

Combined Single Limit: \$2,000,000

**Automobile Liability:**

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

**Employer's Liability:**

Per Occurrence Single Limit: \$1,000,000

**Worker's Compensation**

Per Occurrence Single Limit: \$500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Agreement and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Agreement. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

#### **ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS**

The Engineer may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of Engineer, as set forth on Exhibit A, attached hereto, under this Agreement, provided that the City approves the retaining of Sub-consultants. The Engineer is at all times responsible to the City to perform the Services as provided in this Agreement and the Engineer is in no event relieved of any obligation under this Agreement upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by the Engineer shall be required by the Engineer to carry, for the protection and benefit of the City and the Engineer and naming said third parties as additional insureds, insurance as described above required to be carried by the Engineer in this Agreement.

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

#### **ARTICLE X. CONFIDENTIALITY**

The Engineer shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

#### **ARTICLE XI. INDEMNITY**

THE ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE,

OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY OR RESULTS FROM, THE NEGLIGENT ACTS OF THE ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE SECTION 271.904.

#### **ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

#### **ARTICLE XIII. NOTICE**

A. General. Whenever notice from the Engineer to the City or the City to the Engineer is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer's Address. The Engineer's address and numbers for the purposes of notice are:

Kimley-Horn and Associates, Inc..  
Leslie Bruce, P.E.  
1207 Ave F NW, Suite 1  
Childress, Texas 79201  
Telephone: 940-226-4218  
Email: leslie.bruce@kimley-horn.com

C. City's Address. The City's address and numbers for the purposes of notice are:

Chad Greene, EIT  
City of Lubbock  
P.O. Box 2000  
1314 Avenue K  
Lubbock, Texas 79457  
Telephone: 806-775-2339  
Email: cgreene@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

#### **ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES**

Provision of Data. The City shall furnish the Engineer non-confidential studies, reports and other available data in the possession of the City pertinent to the Engineer's Services, so long as the City is entitled to rely on such studies, reports and other data for the performance of the Engineer's Services under this Agreement (the "Provided Data"). The Engineer shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

#### **ARTICLE XV. MISCELLANEOUS**

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. The Engineer shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, the Engineer's books and records with respect to this Agreement between the Engineer and the City.

C. Records. The Engineer shall maintain records that are necessary to substantiate the services provided by the Engineer.

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and the Engineer, and in the case of the City, its respective successors, legal representatives, and assigns, and in the case of the Engineer, its permitted successors and assigns.

F. Construction and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE

AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by the Engineer and the City.

I. Entire Agreement. This Agreement, including Exhibits "A" through "C" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between the Engineer and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when the Engineer has been compensated as set forth in Article II, above. The Engineer shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either the City or the Engineer of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than the City and the Engineer.

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are

not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

P. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

R. Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

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

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

T. Professional Responsibility. All architectural or engineering services to be performed shall be done with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license.



**EXECUTED** as of the Effective Date hereof.

**CITY OF LUBBOCK**

\_\_\_\_\_  
MARK 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

Firm

Kimley-Horn and Associates, Inc.

By:   
\_\_\_\_\_  
Kevin Hoppers, P.E., Sr. Vice President

Email: Kevin.Hoppers@Kimley-Horn.com

## **EXHIBIT A**

### **Engineering Scope of Services 114<sup>th</sup> Street Reconstruction – University Ave to Indiana Ave City of Lubbock**

#### **Project Understanding**

1. Existing corridor:
  - a. Existing 3-lane HMAC pavement
  - b. Indiana Ave intersection:
    - i. North and south approach: 8 lanes
    - ii. West approach: 7 lanes
    - iii. East approach: 3 lanes
  - c. University Ave intersection
    - i. North and south approaches: 3 lanes
    - ii. East and west approaches: 3 lanes
  - d. Existing curb and gutter located along the road has been set for a 7-lane roadway
2. Proposed improvements consist of:
  - a. Develop 5-lane proposed concrete roadway (HMAC pavement as a bid alternate)
  - b. 7-lane approaches at University Ave in all directions (concrete approach legs)
  - c. 7-lane approach at East Indiana Avenue intersection (concrete approach legs)
  - d. Traffic Signal (114<sup>th</sup> at University Ave)
  - e. Illumination and ITS
  - f. Drainage
3. Special Considerations for this project
  - a. Drainage
    - i. Storm sewer or ditch drainage improvements.
  - b. Right of Way and Easements
    - i. Drainage easement to south.
  - c. Construction
    - i. Coordination with other design firms working on adjacent roadway and utility projects.

The professional services generally will consist of:

- Design survey
- Existing Right-of-way (ROW) survey
- Proposed Right-of-way parcel document preparation and staking.
- Subsurface Utility Engineering (SUE)
- Geotechnical investigation
- Franchise Utility Coordination
- Drainage study and associated design of channel and culvert improvements (if

- required)
- Roadway design for 5-lane configuration, including two bid alternatives for use of HMA or concrete pavement
- Traffic control plans
- Traffic Signal design
- Illumination design and ITS layouts
- Bidding Phase support services

The Project will be designed in accordance with City design and construction standards throughout the project.

## **1. Design Survey (by Subconsultant)**

1.1. Survey Data – develop an existing ROW boundary survey and existing topographic data within the limits of this project.

1.1.1 Data Collection and Property Research – Subconsultant will collect available data to determine the boundary locations and owner information for all adjacent properties within the project limits.

- Design Survey
- The limits of the survey along 114th Street will extend from approximately 600' west of Indiana Avenue to 600' east side of University Ave intersection. The survey will consist of the existing and proposed ROW width of 110' and where subdivisions and structures are encountered adjacent to 114th Street. Data will be collected a minimum of 20-feet beyond the ROW limits.
- The following areas shall also be surveyed:
  - Minor Cross Streets - 100-feet north and south of the proposed 114th Street centerline at every minor cross street.
  - Finished floor elevations of existing structures adjacent to the ROW as needed.
  - Existing 20' drainage easement and improvements within existing easement plus a minimum of 20' along either side of easement. Survey will extend 600' total (existing easement length plus additional length to get 600')
  - Proposed additional drainage easement for up to 600' south of proposed right of way and 60' in width.
- Place five (5) permanent control monuments with aluminum caps in concrete. Establish horizontal state plane coordinates (NAD 83) using GPS. Establish vertical control coordinates on NAVD 88. Monuments will be set to accommodate the limits of construction where possible.
- Perform a field survey to identify and locate existing topographic elements within the roadway corridor consisting of the following:
  - Evidence of property boundary locations adjacent to the corridor.
  - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
  - Roadway and lane striping along 114th Street and intersecting streets.
  - Driveways (including material).

- Parking lots within 20-ft of proposed ROW.
  - Alleys (including material).
  - Existing culvert sizes and invert elevations, including cross sections approaching culvert crossings and headwalls/wingwalls.
  - Existing driveways and swales.
  - Visible utilities consisting of: manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, water well features, other public utilities, and franchise utilities.
  - Traffic signal poles, cabinets, and other signal equipment, if present.
  - Signs (excluding temporary signs).
  - Trees (larger than 6" caliper) and tree clusters.
  - Buildings and permanent structures.
  - Retaining walls.
  - Fence/wall limits and material types (excluding temporary fences).
  - Other applicable physical features that could impact design.
  - Perform field survey to collect utility location marking as marked by the SUE subconsultant.
- 1.2. Prepare a final topographic drawing in digital format (Open Roads Designer) (including contours and break lines) showing the features located in the field as well as ROW strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions. Include control monuments placed in the field in final topographic drawing with associated coordinate table. Provide Existing ROW Base Map.
- 1.3. The existing ROW base map will consist of the following:
- Parcels and easements with current recording information.
  - Current property owner.
  - Existing platted easements and easements available in the public record including easements provided by utility companies.
  - Relate ROW to roadway center line if Section Line differs.

## **2. Right-of-Way Survey and Services (by Subconsultant)**

- 2.1. Prepare ROW instruments (up to 7 parcels) for proposed right of way limit needs.
- 2.2. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall consist of the following:
- 2.2.1 Parcel number.
  - 2.2.2 Area required.
  - 2.2.3 Area remaining.
  - 2.2.4 Legal description.
  - 2.2.5 Current owner.
  - 2.2.6 Easements locatable in the public record.
  - 2.2.7 All physical features.
- 2.3. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each right of way and type of easement shall be described separately.

### 3. Subsurface Utility Engineering (SUE) (by Subconsultant)

#### 3.1. Utility Data – Franchise Utilities

3.1.1 The scope will consist of Quality Level (QL) B Subsurface Utility Engineering (SUE) Investigation, which is inclusive of (QL) D and C. The Engineer will obtain information on existing utilities from utility owners and shall identify and evaluate known existing and proposed public and private utilities. The Engineer will identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the roadway design and PS&E. The Engineer will prepare a base map depicting the utility locations.

3.1.2 Utility investigations, both subsurface and above ground, will be prepared in accordance with ASCE C-1 38-02 and according to the Utility Quality Levels as described below:

- Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
- Quality Level D - Existing Records: Utilities are plotted from review of available existing records. Level D is included in this scope of work.
- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways. Level C is included in this scope of work.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout shall be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways. Level B is included in this scope of work.
- Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A. **Level A is NOT included in this scope of work.**

- 3.1.3 The Engineer will compile "Record Drawing" information from plans, plats and other location data as provided by the utility owners. A color-coded composite utility facility plan with utility owner names, quality levels and line sizes shall be prepared and delivered. It is understood by the Engineer that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". Above ground appurtenance locations collected as part of the topographic survey will be included in the deliverable to the City. This information shall be provided in the latest version of Micro Station or GeoPak used by the City.
- 3.1.4 Deliverables:
- The electronic file will be delivered in digital format and PDF.

#### **4. Geotechnical Investigation (by Subconsultant)**

##### **4.1. Subsurface Exploration**

###### **4.1.1 Roadway**

- Seven (7) soil bores between the pavement and the ROW at locations to be determined by the Engineer; to determine the quality of subgrade and whether the insitu soil will be suitable for roadway embankment (soil classification, moisture, relative density, etc.)
- Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.
- Atterberg limits will be performed to determine the engineering properties of the soil.

##### **4.2. Laboratory Services**

Samples will be transported to the Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

<b>Laboratory Test</b>	<b>Test Standard</b>
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883

##### **4.3. Engineering Services**

- 4.3.1 Laboratory test results will be used to classify the soils according to the AASHTO and Unified Soil Classification System. Subconsultant will perform CBR's on selected samples to aid in the determination of the

modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.

- 4.3.2 Pavement Design: Subconsultant will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. Subconsultant will prepare two (2) pavement options: one (1) pavement design option for rigid pavement and one (1) pavement design option for flexible pavement.

## **5. Franchise Utility Coordination/Relocations (Engineer)**

### **5.1. Coordination**

- 5.1.1 At start up, send project notice to all franchise utilities via e-mail to provide project limits and schedule for construction.

### **5.1.2 Data Collection and Research**

- Update and maintain database of existing franchise utility representatives, including representative contact information (email, mailing address, phone, etc.).
- Prepare exhibit that indicates franchise utility locations based upon SUE and survey.
- Coordination with Surveyor regarding topographic information to be collected on utility locations.

### **5.1.3 Franchise Conflicts Evaluation**

- Coordinate possible conflicts due to vertical alignment of roadway and drainage facilities with SUE.
- Identify locations for Level "A", if required.
- Coordinate utility relocation assignments and schedule

- 5.1.4 Schedule, prepare for, attend and document up to four (4) franchise utility coordination meetings (one coordination meeting to be held at each of the following milestone submittals: project start-up, 30% (Preliminary Design), 90% and 100% design submittal). Meetings will address known potential conflicts and for immediate relocation prior to roadway construction.

- 5.1.5 Engineer will work with franchise utilities to develop relocation plans to be prepared by the utility companies and initiated prior to bidding.

- 5.1.6 Engineer will stake the final ROW and/or utility easement limits as necessary for franchise utilities to relocate within the project limits. This includes up to ten (10) mobilizations, any additional mobilizations will be considered an additional service.

## **6. Preliminary Design**

### **6.1. Project Management**

- 6.1.1 Conduct progress and design review meetings to monitor the development of the project. During the design phase of the project, conduct the following:

- One (1) project kickoff meeting with the City.
- One (1) project progress meeting with the City.

- Bi-weekly progress meetings with the City regarding project status and coordination issues.
  - One (1) design review meeting on the preliminary milestone (30% Design).
  - For all meetings, the Engineer will prepare the meeting agendas and minutes.
- 6.1.2 Coordinate with subconsultants (geotechnical, drainage, survey, and SUE)
- 6.1.3 Coordinate with City bond right-of-way consultant
- 6.1.4 Prepare and e-mail monthly progress reports to the City
- 6.1.5 Maintain Project Schedule
- Develop work plan (identify tasks and subtasks).
  - Develop roles and assignments.
  - Develop and maintain schedule and interim milestones.
- 6.1.6 Prepare Design Criteria (coordinate with City at kickoff meeting)
- 6.1.7 QA/QC milestone review for all deliverables in the Preliminary Design Phase.
- Perform an internal review of the preliminary designs in accordance with quality assurance standards established for this project.
  - QC/QA comments will be collected from each reviewer, documents, and comments addressed prior to review meeting with City.
- 6.1.8 Project Administration
- Prepare project correspondence, and invoicing documents.
- 6.2. Data Collection (City to provide hard copy and electronic format if available)
- 6.2.1 Roadway Data
- Electronic design files from improvements and any other plans available along the project limits.
- 6.2.2 Drainage Data
- Aerial and LiDAR information.
  - Existing storm drainage facilities / record drawings.
  - Existing hydraulic models.
- 6.2.3 Utility Data (Public Utilities) – Coordination with City
- Existing water line locations / record drawings.
  - Water master plan requirements.
  - Existing storm sewer line locations / record drawings.
  - Storm sewer master plan requirements.
- 6.3. Preliminary Design Schematic (30%)
- 6.3.1 Prepare the schematic roadway design for a Minor Arterial typical section as depicted in the 2018 City of Lubbock Master Thoroughfare Plan. This is a five (5) lane roadway section.
- Prepare typical sections
    - Existing and Proposed
    - Depict subgrade and pavement (concrete and asphalt)
  - Prepare preliminary plan and profile (roll plot format), which will consist of the following items:
    - Control data



- Existing / proposed right-of-way
  - Existing and proposed easements
  - Existing topography
  - Existing pavement
  - Proposed centerline alignment and horizontal curve data
  - Proposed face of curb
  - Proposed medians (if applicable)
  - Proposed transition pavement tie-ins to existing pavement
  - Proposed storm sewer and culvert alignments and sizes
  - Existing/Proposed traffic signal poles
  - Existing trees to remain (if possible)
  - Existing trees to be removed
  - Existing driveway locations
  - Proposed commercial driveways (proposed residential driveways will be included in the final design)
  - Existing culvert and/or storm drain locations
  - Existing water line locations
  - Existing sanitary sewer line locations
  - Existing franchise utility locations (relying upon information provided by franchise utilities and the data collected as part of the SUE)
  - Existing ground profile
  - Proposed vertical alignment at proposed center line
  - Proposed cross drainage culverts
  - Superelevation data
  - Prepare Preliminary 3D roadway model
  - Prepare Design Cross Sections
- 6.3.2 Drainage
- Coordination with drainage analysis subconsultant regarding:
    - Roadway profile
    - Channel cross section and materials, or-
    - Storm sewer and inlet sizing, alignment, and profile
    - Culvert sizing
  - Identify type, location, and size of proposed drainage improvements (if necessary).
  - Prepare plan for various side street cross culverts to convey drainage channel flows.
- 6.3.3 Utilities
- Existing Public Utilities
    - Graphically designate on the schematic the location of existing public utilities based upon information provided by the City
    - Identify public utility conflicts with proposed roadway
    - Coordinate with the City to identify the need for extending new public utilities in the ROW ahead of paving
  - Public Utilities Design

- Establish the preliminary location of proposed, relocated public utilities to avoid conflicts with proposed improvements.
- Establish the preliminary location of new public utilities to be installed in the ROW ahead of the paving project.

#### 6.3.4 Traffic

- Traffic Signal (Indiana Avenue intersection) – Coordinate with City of Lubbock Traffic department to determine adjustments at signalized intersections. General notes will direct contractor to coordinate field adjustments during construction.
- Traffic Signal (University Avenue intersection) – Full 7 lane intersection signal for all directions.
- Traffic Control Plan – Engineer will develop a conceptual traffic control plan to determine how the project will be phased and constructed to provide access to adjacent properties during construction.

#### 6.4. Construction Cost Projection (Or Opinion of Probable Cost)

6.4.1 Perform quantity takeoff and develop construction cost projection.

6.4.2 Evaluate both municipal and TxDOT bid tabulations for current trends in unit prices. Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

#### 6.5. Preliminary Design Schematic Deliverables (roll plot) – The roll plot schematic will be finished to a level of detail that is equivalent to a 30% complete plan set – but in roll plot format.

6.5.1 Deliverables will consist of the following:

- Schematic Roll Plot document
- Design cross sections
- Preliminary opinion of probable construction cost
- Preliminary Traffic Control Plan and Sequence

### 7. Drainage Analysis (by Subconsultant)

#### 7.1. Perform the following drainage analysis tasks in support of the roadway and drainage improvements design.

##### 7.1.1 Data collection

- Subconsultant will obtain approved drainage analysis reports for drainage areas contributing to the project limits.
- Preliminary plats, preliminary drainage maps, zoning ordinances, and other files as available and necessary to evaluate expected fully developed conditions for undeveloped property at the time of the analysis.

##### 7.1.2 Existing conditions analysis

- Develop existing conditions hydrologic data from current aerial imagery and site observations.
  - Develop existing hydraulic cross sections and existing drainage improvement data for modeling.
  - Model existing conditions in ICPR4 for 2-, 10-, 25-, 50-, and 100-year 24-hour storm events.
- 7.1.3 Proposed improvements analysis
- Develop fully developed conditions hydrologic data
  - Develop model hydraulic network from proposed roadway profile and typical sections.
  - Model and analyze proposed full-width roadway on existing conditions hydrology.
  - Model and analyze proposed roadway and drainage improvements on fully developed conditions hydrology, iterate model to develop drainage improvement recommendations.
  - Recommend drainage improvements consisting of:
    - Roadway profile
    - Channel cross section and materials
    - Culvert sizing
    - Storm drain systems
- 7.1.4 Detention basin pumping analysis
- Develop ICPR model to evaluate impacts of pumping detention basin at Epic Business Park into channel on south side of 114<sup>th</sup> Street.
  - Document changes in downstream playa (90A, 90B, 90C) peakwater surface elevations and stored volume as compared to 114<sup>th</sup> Street – Slide Road to Quaker Avenue model.
  - Provide recommendations for mitigation (if required).
- 7.1.5 Deliverables
- Drainage area map for PS&E package.
  - Hydrologic and hydraulic data sheets.
  - Stormwater routing sheets documenting proposed flow depths.
  - Drainage improvements sizing recommendations.

## **8. Final Design**

### **8.1. Project Management**

#### **8.1.1 Progress and Review Meetings:**

- Schedule, prepare for, attend, and document three (3) progress meetings and one (1) review meeting to monitor the development of the project.
- Bi-weekly progress meetings will be held to discuss design issues and progress of plan production.
- Review meeting will be conducted at 90% Submittal.

#### **8.1.2 Site Visits - Attend up to five (5) site visits during the final design phase to take photos, field measurements, and a plans-in-hand walk-through.**

#### **8.1.3 Coordinate with subconsultants.**

- 8.1.4 Coordinate with City bond right-of-way consultant.
- 8.1.5 Coordinate with other design firms
  - Engineer will coordinate with other firms currently designing elements that intersect the limits of this project.
- 8.1.6 Project Schedule Management
  - Engineer will prepare and update a Gantt schedule to track progress of design development, utility coordination, and ROW acquisition.
- 8.1.7 Prepare and e-mail monthly progress reports to City.
- 8.1.8 QA/QC
  - Engineer will perform an internal review prior to all submittals (90% and Final) in accordance with quality assurance standards established for this project. QA/QC comments will be collected from each internal reviewer, documented, and comments addressed prior to each plan submittal to the City.
  - City review comments will be documented and addressed after the 90% review meeting. Engineer will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.
- 8.1.9 Project Administration
  - Prepare project correspondence and invoicing documents.
- 8.2. Roadway Design (PS&E)
  - 8.2.1 Prepare plan / profile sheets on 11" x 17" plan sheets at a scale of 1" = 100' horizontal, and 1" = 10' vertical. (Start with 30% Rolls)
    - In addition to the items included in the preliminary design submittal, the PS&E will consist of the following items:
      - Proposed right of way and easement locations (if any)
      - Proposed sidewalk locations
      - Proposed residential and commercial driveways
      - Horizontal alignment data
      - Traffic Control Phasing layouts
      - Pavement marking layouts
      - Erosion control plans
      - Barrier free ramps
      - Demolition plan
      - Intersection layouts
      - Traffic Signal Layouts
      - Illumination and ITS layouts
      - Small sign summary
      - Standard design details
      - TxDOT standards
  - 8.2.2 Analyze all driveways within the project and develop driveway profiles as needed. Driveways will typically be defined vertically by spot elevations.
  - 8.2.3 Develop Final 3D roadway model.
  - 8.2.4 Prepare design cross-sections
    - Develop on 50-ft station intervals and at driveway centerlines.

- Show pavement and subgrade, right-of-way limits, side slopes, pavement cross slopes, curbs, and sidewalks.
  - Cross-sections will not be provided in the bid documents but will be made available to prospective bidders.
- 8.2.5 Prepare roadway details to clarify intent of design.
- 8.2.6 Compile applicable City standard details. Modify standard details as needed.
- 8.2.7 Pavement Markers and Marking Plans
- Prepare pavement markers and marking layouts in accordance with City design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD).
  - Prepare details to clarify intent of design.
  - Compile applicable City standard details. Modify standard details as needed.
  - Signing layout and design will not be provided.
  - List the signs on the TxDOT standard summary sheets together with totals for each mount type.
- 8.3. Drainage Plans
- 8.3.1 Plan Production
- Provide Drainage Area Map complete with time of concentration routes, curve numbers calculated as per the Drainage Criteria Manual (DCM) for each drainage area, drainage area denoted in acres, and all necessary points of interest labeled.
  - Provide hydrologic and hydraulic data sheets showing the necessary calculations and assumptions.
  - Provide drainage channel grading plan (if necessary).
  - Provide drainage improvements plans, profiles, and supporting details.
  - Provide erosion control plans, details, and SWPPP.
  - Provide depth of flow indications for the 100-year design storm within ROW and any corresponding finished floor elevations.
  - Provide drainage technical specifications for erosion control methods and any off-site earthwork.
  - Evaluate impact of the TCP on surrounding drainage and provide interim drainage plan, if needed.
- 8.4. Utilities - Public
- 8.4.1 Water and Sewer Adjustments
- Adjustments to existing water valves and manholes will be specified in the plans. Prepare special utility details to clarify intent of design (if needed).
- 8.4.2 Compile applicable standard details. Modify standard details as needed.
- 8.5. Traffic
- 8.5.1 Traffic Signals – University Avenue
- Signal design and layouts for complete 7 lane intersection.
  - The Engineer will perform one in-field review and verify existing signage. This along with the already obtained topographic survey will form the basis form the designs.

- Traffic Signal Design will include the following plan sheets:
    - **Traffic Signal Layout Sheet:** proposed signal layout plan, overhead signs, pedestrian elements, and signal phasing diagram.
    - **Traffic Signalization Detail Sheet:** with tabulation of quantities, APS chart, conductor routing chart, electrical chart, detection details, and general notes.
- 8.5.2 Traffic Signals – Indiana Avenue
  - General notes for contractor to coordinate adjustments with City of Lubbock Traffic Department.
- 8.6. ITS
  - 8.6.1 Design and install conduit, cable, and ground boxes for ITS connections of traffic signals.
- 8.7. Traffic Control Plans
  - 8.7.1 Develop construction sequence plan showing:
    - Travel lanes and construction area for each phase of construction.
    - Temporary signing and striping, barricades, and other channelization devices.
    - Narrative of the sequence of work.
    - Public utilities construction phasing (if needed).
    - Adjacent property access during construction.
  - 8.7.2 Develop typical TCP cross sections showing lane widths, edge conditions, channelization, and proposed construction area.
  - 8.7.3 Develop TCP typical intersection staging plans for similar intersections. Develop custom intersection staging layouts for special conditions.
  - 8.7.4 Develop TCP typical driveway staging plans for similar driveways. Develop custom driveway staging layouts for special conditions.
  - 8.7.5 Prepare traffic control details to clarify intent of design
  - 8.7.6 Compile applicable TxDOT standard details. Modify standard details as needed.
- 8.8. Illumination
  - 8.8.1 Design of pavement illumination systems to provide lighting levels in accordance with applicable local codes and Illuminating Engineering Society of North America (IESNA) recommended practices.
  - 8.8.2 Prepare a photometric layout and perform one iteration of the photometric layout based on the City's review.
  - 8.8.3 Prepare illumination construction plans as needed for inclusion in the civil construction documents. The illumination plans will include light pole location data, foundation details, conduit routing, conductor sizing, and electrical service locations.
  - 8.8.4 Provide supporting calculations.
  - 8.8.5 Provide technical specifications for the light poles and fixtures.
  - 8.8.6 Coordinate with local electric service providers for electrical service locations.
  - 8.8.7 Schedule and conduct up to two (2) meetings with LP&L and/or SPEC and the City to discuss design of the illumination system. Engineer will work to

locate overhead utilities such that standard 30', 40' or 50' illumination poles can be installed without conflict with overhead utilities.

**8.9. Interim Design Submittal (90%) Deliverables**

8.9.1 Submit 90% PS&E in pdf format to the City for review and comment.

8.9.2 This submittal will provide assurance that project scope is addressing project issues, and will allow for design changes with sufficient lead time for minor revisions. Deliverables to be provided with this submittal consist of:

- Typical Sections (100%)
- Title Sheet (100%)
- Index of Sheets (95%)
- Construction Phasing (100%)
- Traffic Control Plan (100%)
- Plan & Profile Sheets (100%)
- Intersection Layouts (95%)
- Hydraulic Analysis (100%)
- Drainage Details (95%)
- SW3P (100%)
- EPIC Sheet (100%)
- Utility Layouts (100%)
- Signing and Striping Layouts (95%)
- Traffic Signal Layouts (95%)
- Illumination and ITS Layouts (95%)
- Quantities and Summary Sheets (100%)
- Updated Estimate
- Design Cross-Sections (95%)

**8.10. Final Design Submittal (Bid Set) Deliverables**

8.10.1 Submit an electronic PS&E file submission as required by City consisting of sealed plan sheets and all supporting documents required for bidding.

**8.11. Post Bid Submittal Deliverables**

8.11.1 Submit one (1) PDF electronic copy of the plan set, specifications, and addenda after the project's bid opening.

**9. Bid Phase Support**

9.1. Support City during the bid phase to address and respond to questions from prospective bidders.

9.2. Prepare and submit addenda changes that are necessitated by questions during the bid phase.

9.3. Incorporate addenda changes into the Final Plan Set.

9.4. Assist the City in evaluating the bids and prepare a recommendation letter.

**10. Additional Services**

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:



- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Existing water or sanitary sewer relocations
- Proposed water or sanitary sewer installations
- Landscape design
- Irrigation design
- Construction Phase Engineer of Record support services
- Construction Phase RPR services
- Preparation for and attendance at public meetings beyond what was identified in the scope
- Furnish additional copies of review documents and/or bid documents more than the number of the same identified above
- Assist the City as an expert witness in litigation about the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

## **TIME OF COMPLETION**

Engineer and Subconsultants are authorized to commence work on the Project upon execution of a mutually acceptable contract and agrees to complete the services according to the following delivery schedule:

- |   |                  |
|---|------------------|
| • Contract Execution/Notice to Proceed  | March 3, 2025    |
| • Design Survey, ROW Mapping, Geotechnical Investigation<br>SUE, Utility Coordination | August 1, 2025   |
| • Preliminary Design Schematic (30%)  | October 31, 2025 |
| • Interim Design (90%)  | April 3, 2026    |
| • Final Design (100% complete plan set)   | May 29, 2026     |

- End of Scope Services -



Task No.	Task Name (Lump Sum)	Kimley-Horn	Hugo Reed	Yellow Rose	Atlas	Subtotal
1	Design Survey	\$ 17,530.00	\$ 109,746.00	\$ -	\$ -	\$ 127,276.00
2	Right of Way Survey and Services	\$ 6,700.00	\$ 27,516.00	\$ -	\$ -	\$ 34,216.00
3	Subsurface Utility Engineering (SUE)	\$ 12,320.00	\$ -	\$ 62,000.00	\$ -	\$ 74,320.00
4	Geotechnical Investigation	\$ 5,690.00	\$ -	\$ -	\$ 15,642.00	\$ 21,332.00
5	Franchise Utility Coord./Relocations	\$ 85,500.00	\$ 18,360.00	\$ -	\$ -	\$ 103,860.00
6	Preliminary Design	\$ 280,875.00	\$ 31,008.00	\$ -	\$ -	\$ 311,883.00
7	Drainage Analysis/Design	\$ 42,690.00	\$ 82,872.00	\$ -	\$ -	\$ 125,562.00
8	Final Design	\$ 443,125.00	\$ 36,684.00	\$ -	\$ -	\$ 479,809.00
9	Bid Phase Support	\$ 24,600.00	\$ 2,376.00	\$ -	\$ -	\$ 26,976.00
<b>Total Contract Fee</b>		<b>\$ 919,030.00</b>	<b>\$ 308,562.00</b>	<b>\$ 62,000.00</b>	<b>\$ 15,642.00</b>	<b>\$ 1,305,234.00</b>

Kimley-Horn will perform the services in Tasks 1-9 for the total lump sum fee of **\$1,305,234.00** inclusive of expenses. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application and similar project fees will be paid directly by the Client. Lump Sum fees will be invoiced monthly based on the overall percentage of services performed.

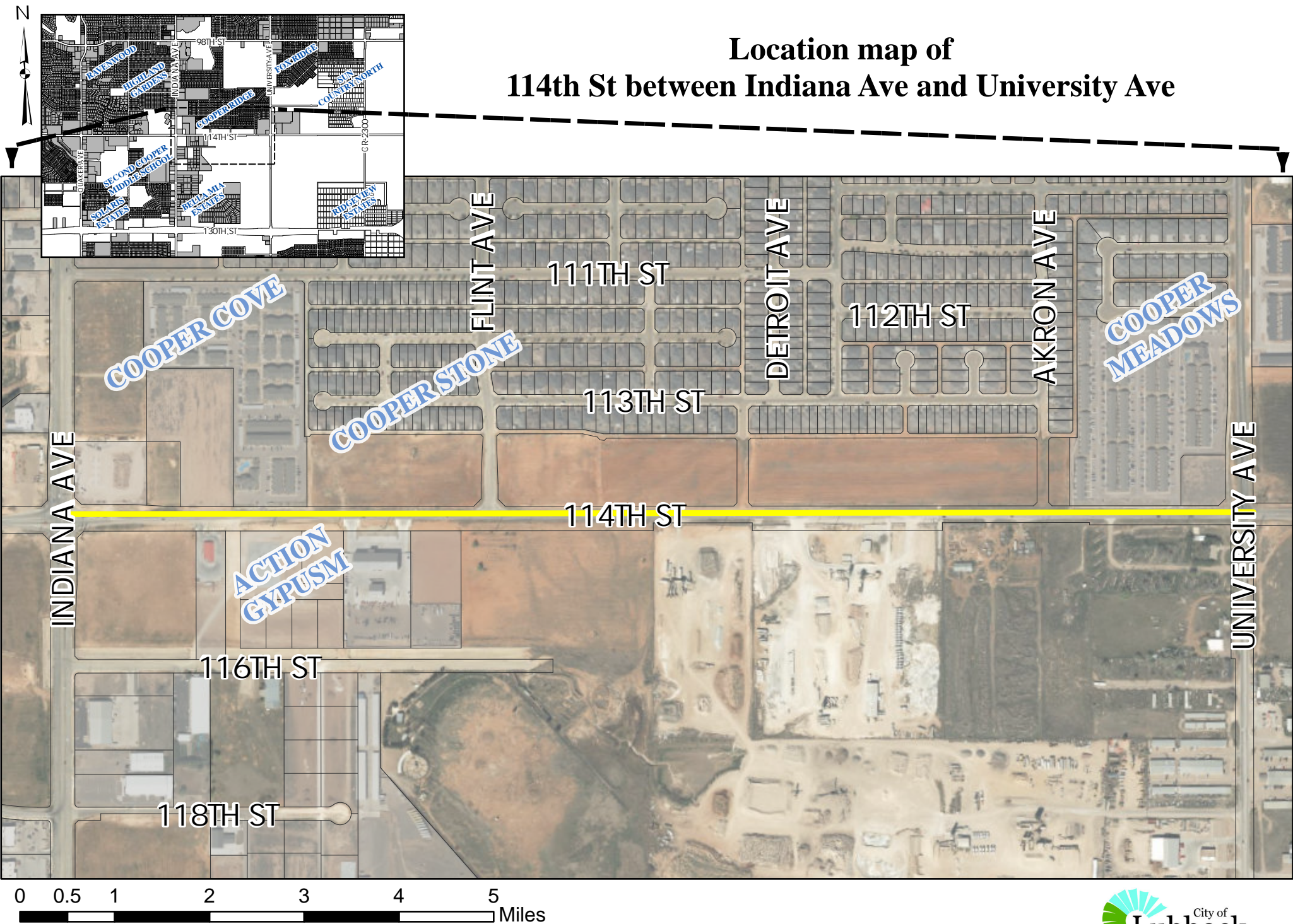
Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number

## Kimley-Horn and Associates, Inc.

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### Hourly Labor Rate Schedule

<b>Classification</b>	<b><i>Rate</i></b>
Analyst	\$165 - \$250
Professional	\$235 - \$300
Senior Professional I	\$260 - \$360
Senior Professional II	\$345 - \$380
Senior Technical Support	\$160 - \$285
Support Staff	\$110 - \$150
Technical Support	\$125 - \$155



Location map of  
114th St between Indiana Ave and University Ave

0 0.5 1 2 3 4 5 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  
Capital Project  
Project Cost Detail  
February 25, 2025**

Capital Project Number:	92822
Capital Project Name:	114th Street from Indiana Avenue to University Avenue - 22B

<i>Encumbered/Expended</i>	<b>Budget</b>
	\$ -

<i>Agenda Item Febuary 25, 2025</i>	
Design Contract No. 18600	1,305,234
<b><i>Encumbered/Expended To Date</i></b>	<b>1,305,234</b>

<i>Estimated Cost for Remaining Appropriation</i>	
114th Indiana Avenue to University Avenue - 22B Construction	1,194,766
<b><i>Remaining Appropriation</i></b>	<b>1,194,766</b>

<b>Total Appropriation</b>	<b>\$ 2,500,000</b>
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# CIP 92822 114th Street from Indiana Avenue to University Avenue - 22B

New Roadway Infrastructure

Project Manager: Bailey Ratcliffe - Engineering

## Project Scope

114th Street from Indiana Avenue to University Avenue is designated on the 2018 Master Thoroughfare Plan to become a (5-lane) minor arterial. Continued growth in south Lubbock has increased traffic demands along the west 114th street corridor from Indiana Avenue to University Ave. This thoroughfare will include the ultimate design of a five-lane undivided thoroughfare with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services

## Project Justification

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

## Project Highlights

**Council Priorities Addressed:**  
**Growth and Development**  
**Public Safety**  
**Community Improvement**

## Project History

## Project Dates

Design Start Date: 10/2025  
Design Completion: 09/2026  
Bid for Constuction:09/2026  
Award Construction: 11/2026  
Project Completion: 05/2028

## Project Location

114th St - Indiana to University Ave

## Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$13,500,000	\$0	\$0	\$0
TOTAL	\$0	\$2,500,000	\$0	\$13,500,000	\$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 Obligation Bonds	\$0	\$2,500,000	\$0	\$13,500,000	\$0	\$0	\$0
TOTAL	\$0	\$2,500,000	\$0	\$13,500,000	\$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

FY 2024-25 Operating Budget and Capital Program - 297

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## Information

### Agenda Item

**Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 18655, with Fuquay, Inc., for Cured in Place Pipe for pipeline rehabilitation at the Southeast Water Reclamation Plant.

### Item Summary

The rehabilitation project involves rehabilitating 600 feet of a 30-inch sewer trunk line leading into the Southeast Water Reclamation Plant (SEWRP). This rehabilitation is necessary due to part of the pipe being damaged, as well as the unknown condition of the unexposed section of the pipe.

Rehabilitation services are available through Buy Board Contract No. 731-24 with the Texas Association of School Boards Local Government Purchasing Cooperative. This purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, while complying with state bidding requirements, and identifying qualified vendors of commodities, goods, and services.

### Fiscal Impact

Contract 18655 for \$3,962,122 is funded in Capital Improvement Project 92701 - Major Sewer Line Condition Line Assessment and Repair.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager

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

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## Attachments

Resolution

Contract - Fuquay, Inc., Cured In Place Pipe Rehab  
CIP 92701 Budget Detail  
CIP 92701 Project Detail Sheet



**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18655 for Cured in Place Pipe for pipeline rehabilitation as per BuyBoard Contract No. 731-24, by and between the City of Lubbock and Fuquay, Inc., of New Braunfels, 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:

  
\_\_\_\_\_  
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

**PROPOSAL FORM  
UNIT PRICE CONTRACT 18655**

DATE: **January 27, 2025**

PROJECT NUMBER: **BUYBOARD #731-24 - Cured in Place Pipe (CIPP) for Pipeline Rehabilitation**

Proposals of Fuquay, Inc (hereinafter called Contractor)

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

Ladies and Gentlemen:

The Contractor, in compliance with Contract 18655 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.

Contractor 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 **One Hundred consecutive calendar days** with **final completion** of the project within **One Hundred and Twenty-Five 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 **\$25.00** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$25.00** 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.

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

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

The undersigned Contractor 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 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.

Contractor is required, submit a payment or performance bond 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.

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

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: 2/13/2025



Authorized Signature

DAVID M. KAUTEZ

(Printed or Typed Name)

(Seal if Contractor is a Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Faquay, Inc.

Company

4861 Old Hwy 81

Address

New Braunfels,

Comal

City,

County

Texas,

78132

State

Zip Code

Telephone: 830 – 606-1882

**FEDERAL TAX ID or SOCIAL SECURITY No.**

**74-2405587**

EMAIL: [davidk@fuquay.com](mailto:davidk@fuquay.com)

**M/WBE  
Firm:**

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

## PROPOSAL



FUQUAY, INC.



4991 Old Hwy 81, New Braunfels, TX 78132

Phone (830) 606-1882 Fax (830) 606-1885

## PROPOSAL

DATE: January 27, 2025

PROJECT: City of Lubbock 30-Inch WW Rehabilitation at Plant

### Cured In Place Pipe CIPP for Pipeline Rehabilitation #731-24

#### SECTION II: UV CURED PRODUCT

#### LIST PRICING

#### MEMBER PRICING

#### PROJECT SPECIFIC DISCOUNTED PRICING

ITEM 1			
UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Related Items			
		Unit	Quantity
Section 1 Item 1	20109 30" x 5.6 mm	LF	467
Section 1 Item 1	20124 30" Additional .7mm	LF	467
Section 1 Item 1	20124 30" Additional .7mm	LF	467
Section 1 Item 1	20124 30" Additional .7mm	LF	467
Section 1 Item 1	20124 30" Additional .7mm	LF	467
Section 1 Item 1	20135 27"-36" CIPP Set-up Charge	LF	467
Section 1 Item 1	20146 Pipeline Rehabilitation Crew Cost	DAY	4
Section 1 Item 1	20149 27" to 48" Backyard Easement Additional Setup Per Install Length	LF	467
Section 1 Item 1	20153 Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX (per mobilization)	MILE	405
ITEM 4			
Bypass for Gravity Pipelines and Related Items			
Section 1 Item 4	23105 Set Up 12" Pump (Per Pump)	EA	3
Section 1 Item 4	23111 Set Up 18" Piping/Hose	LF	1250
Section 1 Item 4	23117 Operate 12" pumping System	DAY	3
ITEM 5			
Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items			
Section 1 Item 5	24109 30" Clean and TV sanitary sewer	LF	467
Section 1 Item 5	24135 21" - 36" Post TV Inspection After Rehabilitation	LF	467
Section 1 Item 5	24140 Other Remote Obstruction removal (max. 10 lf)	EA	1
Section 1 Item 5	24151 Travel and Mobilization- Vector Truck or CCTV Truck Crew from New Braunfels, TX	MILE	405

List Price	Total
\$263.00	\$122,821.00
\$18.00	\$8,406.00
\$18.00	\$8,406.00
\$18.00	\$8,406.00
\$18.00	\$8,406.00
\$18.00	\$8,406.00
\$77.00	\$35,959.00
\$22,470.00	\$89,880.00
\$77.00	\$35,959.00
\$25.50	\$10,327.50
\$8,420.00	\$19,260.00
\$70.50	\$88,125.00
\$7,704.00	\$23,112.00
\$27.00	\$12,609.00
\$11.50	\$5,370.50
\$3,210.00	\$3,210.00
\$25.50	\$10,327.50
	\$490,584.50

7% Discount	Price	Total
-\$18.41	\$244.59	\$114,223.53
-\$1.26	\$16.74	\$7,817.58
-\$1.26	\$16.74	\$7,817.58
-\$1.26	\$16.74	\$7,817.58
-\$1.26	\$16.74	\$7,817.58
-\$1.26	\$16.74	\$7,817.58
-\$5.39	\$71.61	\$33,441.87
-\$1,572.90	\$20,897.10	\$83,588.40
-\$5.39	\$71.61	\$33,441.87
-\$1.79	\$23.72	\$9,604.58
-\$449.40	\$5,970.60	\$17,911.80
-\$4.94	\$65.57	\$81,956.25
-\$539.28	\$7,164.72	\$21,494.16
-\$1.89	\$25.11	\$11,726.37
-\$0.81	\$10.70	\$4,994.57
-\$224.70	\$2,985.30	\$2,985.30
-\$1.79	\$23.72	\$9,604.58
		\$456,243.59

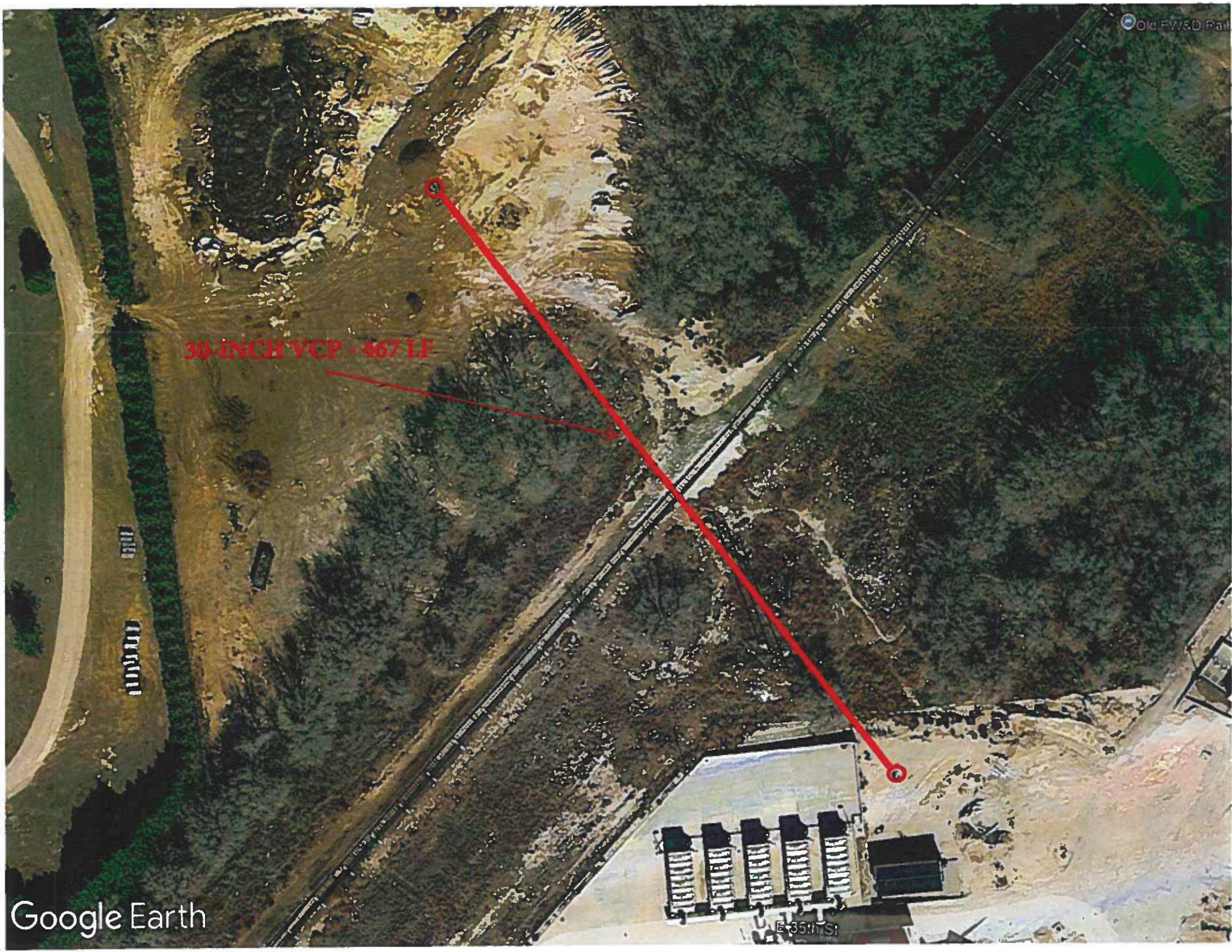
Discount Price	Total
\$244.00	\$113,948.00
\$16.00	\$7,472.00
\$16.00	\$7,472.00
\$16.00	\$7,472.00
\$16.00	\$7,472.00
\$16.00	\$7,472.00
\$71.00	\$33,157.00
\$20,000.00	\$80,000.00
\$40.00	\$18,680.00
\$23.00	\$9,315.00
\$5,900.00	\$17,700.00
\$50.00	\$62,500.00
\$5,000.00	\$15,000.00
\$25.00	\$11,675.00
\$10.00	\$4,870.00
\$2,900.00	\$2,900.00
\$23.00	\$9,315.00
	\$488,748.00

Performance & Payment Bonds (if required):

\$12,262.44

\$421,618.49





30-INCH VCP - 467 LF

Old FW&D Rail

Google Earth

E-3511 S1





## Vendor Contract Information Summary

Vendor	Fuquay, Inc.
Contact	David M Kallfelz
Phone	830-606-1882
Email	davidk@fuquay.com
Vendor Website	Fuquay.com
TIN	74-2405587
Address Line 1	4861 Old Hwy 81
Vendor City	New Braunfels
Vendor Zip	78132
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Other
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products)
Contract No.	731-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes

## **INSURANCE REQUIREMENTS**

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

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

## **SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

## **TEXAS GOVERNMENT CODE SECTION 2252.152**

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

## **TEXAS GOVERNMENT CODE SECTION 2271.002**

Company hereby certifies the following:

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

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.



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

**TEXAS GOVERNMENT CODE 2274**

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

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

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

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

**Agreement Example**  
**Review**

This sample Agreement has been reviewed and

( ) is acceptable

( ) is acceptable as noted

## Contractor Acknowledgement

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

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

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

By signing below, the terms stated have been reviewed and approved.

Company Name: FUQUAY, INC.

Signed By: 

Print Name and Title: DAVID M. KAUFFELZ

Date: 2/13/2025



# CIP 92701 Major Sewer Line Condition Assessment and Repair

Upgrade/Major Maintenance

Project Manager: Bailey Ratcliffe - Engineering

## Project Scope

As a companion project to 92657, this project will provide inspection, cleaning, and point repairs as needed for the existing Downtown Sanitary Sewer Interceptor. A portion of the existing flow in the Downtown interceptor will be routed into a new interceptor (92657), while the remaining flow will continue in the existing interceptor. Once the new interceptor has been completed and flow in the existing interceptors is reduced, the existing lines will be cleaned, inspected, and any point repairs necessary will be made. This project will help ensure the downtown area has adequate sewer capacity for existing users and potential new development.

## Project Justification

This project was recommended by the Wastewater Collection System Master Plan. The downtown area continues to redevelop and grow, which ultimately leads to a greater sewer flow within the sewer shed area. This project increases the reliability and capacity of the sewer shed, and will ensure the downtown area can be served with sanitary sewer for many years to come.

## Project Highlights

### Council Priorities Addressed:

Redevelopment, Community Improvement, Growth and Development, Fiscal Discipline

## Project History

- FY 2020-21 \$1,000,000 was appropriated by Ord. 2020-00123
- FY 2021-22 \$3,000,000 was appropriated by Ord. 2021-00126
- FY 2022-23 \$1,500,000 was appropriated by Ord. 2022-00136
- FY 2022-23 \$162,116 was appropriated by BCR# 2023-14
- FY 2022-23 \$637,434 was appropriated by BCR# 2023-17
- FY 2023-24 \$5,000,000 was appropriated by Ord. 2023-00108

## Project Dates

Award Date for Bid - Design: 05/2020  
Project Start Date Design: 05/2020  
Project End Date Design: 01/2023  
Bid Date Construction: 01/2023  
Award Date for Construction: 03/2023  
Project Start Date for Construction: 05/2023  
Project End Date for Construction: 06/2025

## Project Location

City-wide

Project Appropriations

	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Design	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$10,299,550	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,299,550	\$0	\$0	\$0	\$0	\$0	\$0

Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Water/Wastewater Fund Cash	\$6,299,550	\$0	\$0	\$0	\$0	\$0	\$0
ARPA Funding	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$11,299,550	\$0	\$0	\$0	\$0	\$0	\$0

Operating Budget Impacts

Description	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	Total
No Impact Anticipated	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0

City of Lubbock  
Capital Project  
Project Cost Detail  
February 25, 2025

Capital Project Number:	92701
Capital Project Name:	Major Sewer Line Condition Assessment and Repair

	<b>92701</b>
<i>Encumbered/Expended</i>	
Staff time	\$ 38,646
Professional Services	333,535
Amendment 2 to Contract 15282	949,704
Amendment 3 to Contract 15282	552,011
Construction Contract to Contract 17076	4,436,040
Amendment 4 to Contract 15282	614,999
<i>Agenda Item February 25, 2025</i>	
Professional Services Contract 18655	421,010
<b>Encumbered/Expended to Date</b>	<b>7,345,945</b>
<i>Estimated Costs for Remaining Appropriation</i>	
Sanitary Sewer System Improvements	3,953,605
<b>Remaining Appropriation</b>	<b>3,953,605</b>
<b>Total Appropriation To Date</b>	<b>\$ 11,299,550</b>

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## Information

### Agenda Item

**Resolution - Public Works Water System Operations:** Consider a resolution authorizing the Mayor to execute Purchase Order 22105397, with VWR International, LLC, for the purchase of a 6495 Triple Quadrupole Liquid Chromatograph Mass Spectrophotometer, to enable testing for "forever chemicals", pharmaceuticals, and unregulated contaminants in water and wastewater.

### Item Summary

The proposed purchase of this equipment, made through a purchasing cooperative, Contract TXMAS-24-17501, will allow testing for Per-and Polyfluoroalkyl substances (PFAS), which are sometimes referred to as "forever chemicals", pharmaceuticals, and unregulated contaminants in both water and wastewater.

Data will be used to further build our knowledge of how PFAS and unregulated contaminants will affect our water/wastewater utility. Data will be extremely valuable when the design of advanced treatment ahead of Lake 7 begins.

This equipment will be located at the North Water Treatment Plant and will be operated by lab staff.

### Fiscal Impact

Purchase Order 22105397, with VWR International, LLC for \$572,082.59 is funded in the Fiscal Year 2024-25 Public Works Water/Wastewater Operations Budget.

### Staff/Board Recommending

Erik Rejino, Assistant City Manager  
L. Wood Franklin, P.E., Director of Public Works

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## Attachments

Resolution - PO 22105397, VWR International

PO 22105397 -VWR International



**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. 22105397, for the purchase of 6495 Triple Quadrupole LC/MS System, 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:

  
\_\_\_\_\_  
Matt Wade, City Attorney



## PURCHASE ORDER

Page - 1  
Date - 1/28/2025  
Order Number 22105397 000 OP  
Branch/Plant 6345

TO: VWR INTERNATIONAL LLC  
BUILDING ONE, SUITE 200  
100 MATSONFORD ROAD  
RADNOR PA 19087

SHIP TO: CITY OF LUBBOCK  
WATER TREATMENT PLANT  
6001 N GUAVA AVE  
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 2/11/2025 Freight  
Requested 3/7/2025 Taken By K MORGAN  
Delivery PER R MARTINEZ REQ 62647 TXMAS-24-17501/PUR 18561

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
6495 Triple Quadrupole LC/MS	1.000	572,082.5900	EA	572,082.59	3/7/2025

Total Order

Terms NET 30

572,082.59

**INSURANCE REQUIRED:**

<b>Commercial General Liability:</b> \$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).  <b>Automobile Liability:</b> \$1M occurrence is needed.	<b>Workers Compensation and Employer Liability:</b> 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.  <b>Additional Policies:</b> N/A <b>Professional Liability Requirements:</b> \$1M occurrence/\$2M aggregate <b>Crime Protection Coverage Requirements:</b> Employee Dishonesty or Fidelity Bond coverage REQUIRED in an amount equal to the maximum exposure. Additionally, Network Security / Private Breach coverage is also required.  <small>*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.</small>
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This purchase order encumbers funds in the amount of \$572,082.59 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 January 10, 2025, from VWR International, LLC of Radnor, PA, and TXMAS-24-17501.

Resolution # \_\_\_\_\_

CITY OF LUBBOCK:

ATTEST:

Mark McBrayer, Mayor

Courtney Paz, City Secretary

# PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

## Seller and Buyer agree as follows:

### ACCEPTANCE OF THIS PURCHASE ORDER:

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

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of its intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** A Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of its 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/departments/website/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 [openinfo@lubbock.us](mailto:openinfo@lubbock.us). Please send this request to this email address for it to be processed

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### To Place an Order

**Phone :** 1-800-932-5000  
**Fax :** 1-866-329-2897  
**Web :** www.vwr.com

When placing your order, please include your quotation number and account number to ensure you receive the correct price.

**THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.**

Quote Prepared For	Contact Phone / Fax / E-Mail
Mike Lowe	mlope@mylubbock.us
Ship To :	Sold To :
88023997	88023997
LUBBOCK CITY OF FO 401 N ASH AVE LUBBOCK TX 79401	LUBBOCK CITY OF FO 401 N ASH AVE LUBBOCK TX 79401

Row	Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
10	MISC-INSTR-ACW-2	G6495DA	1	EA	372,307.52	372,307.52
		Customer Ref # : G6495DA Product Ships Directly from Manufacturer Additional Information : 6495 triple quadrupole LC/MS system hardware. Includes all hardware components: instrument, AJS ion source, and PC hardware. Does not include MassHunter software  With the following configuration: Ship-to Country : USA Add Monitor Installation (44K) Introduction(44L) 1 Year SW Update/Phone Assist (44W) Training (44P) 1YR PC Repair Recovery Service (0TP)	Availability :			
20	MISC-INSTR-ACW-2	M5930AA	1	EA	5,416.50	5,416.50
		Customer Ref # : M5930AA Product Ships Directly from Manufacturer Additional Information : MassHunter Workstation Software for LC/TQ. Includes installation software and user license for non-workstation system  With the following configuration: Ship-to Country : USA Installation (44K) Introduction (44L)	Availability :			
30	MISC-INSTR-ACW-2	G1953A	1	EA	25,337.13	25,337.13
		Customer Ref # : G1953A Product Ships Directly from Manufacturer Additional Information : PEAK Nitrogen Generator System, including install. For model specific information, consult ELSA N2 generator ordering guide. For extended warranty and support service, contact PEAK directly. www.peakscientific.com	Availability :			



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Row	Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
40	MISC-INSTR-ACW-2	G7120A	1	EA	23,645.12	23,645.12
		<p>Customer Ref # : G7120A</p> <p>Product Ships Directly from Manufacturer</p> <p>Additional Information : 1290 Infinity III High Speed Pump. Power range 1300 bar and 5ml/min flow, binary high pressure mixing, lowest delay, highest precision and accuracy. Includes Active Seal Wash, Tool Kit, Solvent Cabinet, bottles and ISET.</p> <p>With the following configuration: High speed UCT (033) : selected Safe cap (034) : selected Delete ISET (895) : Delete ISET Manual DVD for 1220/1260/1290 : DVD included Ship-to Country : USA Ultra Clean Tubing Kit InfinityLab Stay Safe Cap Starter Kit Delete ISET Installation (44K)</p>	Availability :			
50	MISC-INSTR-ACW-2	G7167B	1	EA	19,141.28	19,141.28
		<p>Customer Ref # : G7167B</p> <p>Product Ships Directly from Manufacturer</p> <p>Additional Information : 1290 Infinity III Multisampler up to 1300 bar for well plates and individual sample containers. Includes 1 sample drawer, 2x 54-vial containers, a needle flush port, 40 uL metering device, 20 uL loop. for Dual-needle instruments metering is 100 ul and loop size is 20 ul).</p> <p>With the following configuration: Type of SW license : Use existing license Add thermostat (101) : InfLab sample thermostat incl. Multi-wash option (112) : selected Sample Loop-Flex 40 uL : Sample Loop-Flex 40 uL right Ship-to Country : USA Use existing license Agilent InfinityLab Sample Thermostat 1290 Infinity Multi-wash option Sample Loop-Flex 40 uL right Installation (44K)</p>	Availability :			
60	MISC-INSTR-ACW-2	G7116B	1	EA	4,321.36	4,321.36
		<p>Customer Ref # : G7116B</p> <p>Product Ships Directly from Manufacturer</p> <p>Additional Information : 1290 Infinity III Multicolumn Thermostat. Capacity up to 8 columns, temperature range 4 deg C. to 110 deg C. Includes 1.6uL Quick-Connect Heat Exchanger, Quick-Connect fitting and two Quick-Turn fittings. Valve drive optional.</p> <p>With the following configuration: Ship-to Country : USA Valve drive for 1290 MCT Installation (44K)</p>	Availability :			

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Row	Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
70	MISC-INSTR-ACW-2	G4231C	1	EA	4,009.02	4,009.02
		Customer Ref # : G4231C Product Ships Directly from Manufacturer Additional Information : 2pos/6port valve head, 1300bar  With the following configuration: Kap kit QCHE (005) : selected Ship-to Country : USA 2/6 cap kit0.12 mm ID, incl. QC-HE Installation (44K)	Availability :			
80	MISC-INSTR-ACW-2	5004-0006	1	EA	2,034.24	2,034.24
		Customer Ref # : 5004-0006 Product Ships Directly from Manufacturer Additional Information : InfinityLab PFC-free HPLC Conversion Kit	Availability :			
90	MISC-INSTR-ACW-2	G1736AA	1	EA	2,720.35	2,720.35
		Customer Ref # : G1736AA Product Ships Directly from Manufacturer Additional Information : PFAS MRM DB for LC/TQ instruments. The database (DB) includes detection/analysis parameters for over 100 native and labeled PFAS analytes.  With the following configuration: Ship-to Country : USA	Availability :			
100	MISC-INSTR-ACW-2	H2149A	1	EA	10,470.96	10,470.96
		Customer Ref # : H2149A Product Ships Directly from Manufacturer Additional Information : Method and Application Consulting On-site consulting for a maximum of 4participants. Certificates and manuals not included.  With the following configuration: Ship-to Country : USA 3 Day On-Site (Consecutive, Incl Travel)	Availability :			
110	MISC-INSTR-ACW-2	H2149A	1	EA	10,470.96	10,470.96
		Customer Ref # : H2149A Product Ships Directly from Manufacturer Additional Information : Method and Application Consulting On-site consulting for a maximum of 4participants. Certificates and manuals not included.  With the following configuration: Ship-to Country : USA 3 Day On-Site (Consecutive, Incl Travel)	Availability :			

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Row	Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
120	MISC-INSTR-ACW-2	5150-1103	1	EA	2,513.48	2,513.48
		Customer Ref # : 5150-1103 Product Ships Directly from Manufacturer Additional Information : PFAS Kit, EPA 1633, LC/MS  Contents (100 Injections): Bond Elut Adaptor Cap x105; Empty Bond Elut Cartridge (60mL) x100; Centrifuge Tubes and Caps (15mL) x100; 2mL PFC-Free PP Screw Vials, x100; 9mm Screw Caps PP/Silicone, x100; Glass Wool, Silane-Treat	Availability :			
130	MISC-INSTR-ACW-2	5150-1102	1	EA	2,225.22	2,225.22
		Customer Ref # : 5150-1102 Product Ships Directly from Manufacturer Additional Information : PFAS Kit, EPA 533, LC/MS  Contents (100 Injections):  Bond Elut Adapter Caps x105; Empty SPE Cartridge (60 mL) x100; Bond Elut PFAS WAX Cartridge (500 mg) x120; 2mL, PFC-Free, PP Screw Cap Vials x100; 9mm PP/Silicone Screw Caps x100; Centrifuge Tube	Availability :			
140	MISC-INSTR-ACW-2	5150-1101	1	EA	2,328.26	2,328.26
		Customer Ref # : 5150-1101 Product Ships Directly from Manufacturer Additional Information : PFAS Kit, EPA 537, LC/MS  Contents (100 Injections): Bond Elut Adapter Caps x105; Empty SPE Cartridge (60 mL) x100; Bond Elut LMS Cartridge (500 mg, 6mL) x120; 2mL, PFC-Free, PP Screw Cap Vials x100; 9mm PP/Silicone Screw Caps x100; Centrifuge Tubes	Availability :			
150	MISC-INSTR-ACW-2	SYS-LM-6495	1	EA	77,534.61	77,534.61
		Customer Ref # : SYS-LM-6495 Product Ships Directly from Manufacturer Additional Information : With the following configuration: Ship-to Country : USA  Enhanced Ext. Warranty - 3yrs Total	Availability :			
160	MISC-INSTR-ACW-2	PFS-533-NAS	1	EA	320.87	320.87
		Customer Ref # : PFS-533-NAS Product Ships Directly from Manufacturer Additional Information : 533 Native Analyte PDS	Availability :			



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Row	Catalog Number	Product Description	Qty	UOM	Unit Price	Extended Price
170	MISC-INSTR-ACW-2	PFS-533-IDS	1	EA	688.04	688.04
		Customer Ref # : PFS-533-IDS Product Ships Directly from Manufacturer Additional Information : 533 Isotope Dilution PDS	Availability :			
180	MISC-INSTR-ACW-2	PFS-537-APDS	1	EA	306.52	306.52
		Customer Ref # : PFS-537-APDS Product Ships Directly from Manufacturer Additional Information : 537.1 Analyte primary dilution std	Availability :			
190	MISC-INSTR-ACW-2	PFS-537-SPDS	1	EA	371.09	371.09
		Customer Ref # : PFS-537-SPDS Product Ships Directly from Manufacturer Additional Information : 537.1 Surrogate primary dilution std	Availability :			
200	MISC-INSTR-ACW-2	PFS-537-IPDS	1	EA	277.17	277.17
		Customer Ref # : PFS-537-IPDS Product Ships Directly from Manufacturer Additional Information : 537.1 Internal primary dilution std	Availability :			
210	MISC-INSTR-ACW-2	5183-4644	1	EA	367.17	367.17
		Customer Ref # : 5183-4644 Product Ships Directly from Manufacturer Additional Information : 2 Stg Rgltr,brs,125psi,CGA580,1/8in,ftg 2 Stage Regulator ,brass body,Stainless Steel diaphragms,125 psi max,CGA580, Helium, Argon,Nitrogen; comes with 1/8" fitting;For 1/4" tubing purchasea 1/4" adapter	Availability :			
220	MISC-INSTR-ACW-2	5067-6189	1	EA	336.52	336.52
		Customer Ref # : 5067-6189 Product Ships Directly from Manufacturer Additional Information : 1290 inline filter (0.3um)	Availability :			
230	MISC-INSTR-ACW-2	R3999B	40	EA	123.48	4,939.20
		Customer Ref # : R3999B Product Ships Directly from Manufacturer Additional Information : 100 Agilent Training Credits Extra seat at LCMS-6400-2109c - Agilent6400 Series <(>&<>) Ultivo LC/TQ Techniques <(>&<>) Operation with MassHunter Workstation	Availability :			

Item Total : 572,082.59  
Quote Total : 572,082.59

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**Additional Information :**

TXMAS-24-17501

Financing Available. Contact your VWR Representative for details about flexible financing programs.

VWR International's Terms and Conditions of Sale apply. A copy is available on our website

([https://us.vwr.com/store/content/externalContentPage.jsp?path=/en\\_US/about\\_vwr\\_terms\\_conditions\\_product\\_sales.jsp](https://us.vwr.com/store/content/externalContentPage.jsp?path=/en_US/about_vwr_terms_conditions_product_sales.jsp)), or by request. Customer represents that it has read and agrees to VWR International's Terms and Conditions of Sale.

Identified stock status is based on product availability at time of the quote and may change at time of order. Delivery dates are based on standard lead times from suppliers.

Charges displayed on the quotation including freight, tax and other charges are estimates and may vary at time of order.

Any images used are not necessarily representative of any product offering from VWR International and do not constitute the basis for purchase decisions.

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. For such arrangements, please contact VWR International for a quotation. All quotes for installation 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 the installation of the equipment. Installation or other services are not included in this quotation, unless otherwise noted on the quotation.

Customer has a limited amount of time to document and report any shipping damage. Please inspect all shipments upon receipt and refer to Section 4 of VWR International's Terms and Conditions of Sale for additional information.

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.

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## Information

### Agenda Item

**Ordinance 2nd Reading - Public Works Traffic Operations:** Consider Ordinance No. 2025-O0026, amending Section 20.05.103 of the City of Lubbock Code of Ordinances, with regard to the establishment of school zones and speed limits.

### Item Summary

On February 11, 2025, the City Council approved the first reading of the ordinance.

Section 20.05.103 of the City of Lubbock Code of Ordinances establishes the locations of school zone-reduced speed limits.

School Districts within the city limits of Lubbock make requests for traffic control to the City's Public Works Traffic Management Department through the School District Police Departments. Traffic Management completes a pedestrian study and presents the results to the members of the Citizens Traffic Commission for consideration.

On December 17, 2024, the Citizens Traffic Commission recommended amendments to Section 20.05.103, Article 20.05, Chapter 20, of the City of Lubbock Code of Ordinances, to add new school zones at 2 schools. School zones with reduced speed limits are recommended at the following locations:

1. Condra School for Education Innovation - 10th Street, (2) - 20 MPH Sign Assemblies, located 70' East of Avenue O to 155' West of Avenue N
2. Lubbock-Cooper East Elementary School - 137th Street, (2) - 20 MPH Flashing Beacon Assemblies, located 140' West of Detroit Avenue to 180' East of Boston Avenue

### Fiscal Impact

Materials estimates are approximately \$21,000 and will be funded from Capital Improvements Project 92742 Traffic Signals FY 2021-22 through FY 2025-26:

- Flashing Beacon Assemblies (2) - \$10,000 each
- Sign Assemblies (2) - \$500 each

### **Staff/Board Recommending**

Erik Rejino, Assistant City Manager

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

Citizens Traffic Commission

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### **Attachments**

Resolution

Location Map

Summary of Changes

CIP 92742 Budget Detail

CIP Project Detail

**ORDINANCE NO.**

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND 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 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.103, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.103. School zone speed limits.

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours or the reduced speed limit sign assembly is present upon the streets or highways or portions thereof within the city limits which shall be as follows:

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
1	10th Street	E/W	Beginning at a point 70 feet East of Avenue O extending to a point 155 feet West of Avenue N	Sign Assembly	20	Condra School for Education Innovation
2	11th Place	E/W	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	Flashing Beacon	20	FISD Northridge Elementary
3	11th Street	E/W	Beginning at a point 100 feet West of Jason Avenue extending to a point 100 feet East of 8th Street	Sign Assembly	20	FISD Willow Bend Elementary
4	19th Street (US 62/SH 114)	E/W	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	Flashing Beacon	20	Lubbock High School
5	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	Flashing Beacon	20	LISD Project Intercept
6	25th Street	E/W	Beginning at a point 160 feet East of Elgin Avenue extending to a point 680 feet East of Elgin Avenue	Sign Assembly	20	Roscoe Wilson Elementary
7	26th Street	E/W	Beginning at a point 175 feet East of Dover Avenue extending to a point 225 feet West of Dover Avenue	Sign Assembly	20	Lubbock Christian School
8	26th Street	E/W	Beginning at a point 65 feet East of Elgin Avenue extending to a point 585 feet East of Elgin Avenue	Flashing Beacon	20	Roscoe Wilson Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
9	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
10	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
11	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	Flashing Beacon	20	Coronado High School
12	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	Flashing Beacon	20	FISD Westwind Elementary
13	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	Flashing Beacon	20	Hodges Elementary
14	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	Flashing Beacon	20	Monterey High School
15	55th Street	E/W	Beginning at a point 227 feet West of Zadar Street extending to a point 227 feet East of Xenia Avenue	Sign Assembly	20	FISD Ridgewood Elementary
16	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	Flashing Beacon	20	Bayless Elementary
17	58th Street	E/W	Beginning at a point 150 feet East of Peoria Avenue extending to a point 255 feet West of Peoria Avenue	Flashing Beacon	20	Evans Middle School
18	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	Flashing Beacon	20	Parsons Elementary
19	58th Street	E/W	Beginning at a point 227 feet West of Zadar Street extending to a point 227 feet East of Xenia Avenue	Flashing Beacon	20	FISD Ridgewood Elementary
20	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	Flashing Beacon	20	Williams Elementary
21	68th Street	E/W	Beginning at a point 130 feet East of Oakridge Avenue extending to a point 55 feet West of 70th Street	Sign Assembly	20	FISD Oakridge Elementary
22	73rd Street	E/W	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	Flashing Beacon	20	Heritage Middle School
23	78th Street	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	Flashing Beacon	20	Waters Elementary
24	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	Flashing Beacon	20	FISD Crestview Elementary
25	108th Street	E/W	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	Flashing Beacon	20	Lubbock-Cooper North Elementary



Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
26	137th Street	E/W	Beginning at a point 140 feet West of Detroit Avenue extending to a point 180 feet East of Boston Avenue	Flashing Beacon	20	Lubbock-Cooper East Elementary
27	Avenue D	N/S	Beginning at a point 50 feet North of 40th Street extending to a point 50 feet South of 42nd Street	Sign Assembly	20	Harwell Elementary
28	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	Flashing Beacon	20	Bean Elementary
29	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	Flashing Beacon	20	Roberts Elementary
30	Avenue Q (US 84)	N/S	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	Flashing Beacon	30	O.L. Slaton Middle School
31	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	Flashing Beacon	20	Atkins Middle School
32	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	Flashing Beacon	20	Bayless Elementary
33	Avenue U	N/S	Beginning at a point 90 feet North of Cornell Street extending to 35 feet South of Colgate Street	Flashing Beacon	20	Carmona-Harrison Elementary
34	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	Flashing Beacon	20	McWhorter Elementary
35	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	Flashing Beacon	20	Hardwick Elementary
36	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 <sup>th</sup> Street	Flashing Beacon	20	Wester Elementary
37	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 <sup>th</sup> Street	Flashing Beacon	20	Smith Elementary
38	Cesar E. Chavez Drive	E/W	Beginning at a point 170 feet West of Avenue T extending to a point 230 feet East of Avenue T	Sign Assembly	20	Carmona-Harrison Elementary
39	Dover Avenue	N/S	Beginning at a point 172 feet South of 27th Street extending to a point 228 feet North of 27th Street	Flashing Beacon	20	Lubbock Christian School
40	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	Flashing Beacon	20	Wheelock Elementary
41	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	Flashing Beacon	20	Parsons Elementary
42	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	Flashing Beacon	20	Waters Elementary



Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
43	Erskine Street	E/W	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	Flashing Beacon	20	Wolffarth Elementary
44	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet South of 43rd Street	Flashing Beacon	20	Wheelock Elementary
45	Fulton Avenue	N/S	Beginning at a point 112 feet South of 100th Street extending to a point 295 feet North of 101st Street	Flashing Beacon	20	Lubbock-Cooper West Elementary
46	Glenna Goodacre Boulevard	E/W	Beginning at a point 50 feet West of Avenue U extending to a point 50 feet East of Avenue T	Flashing Beacon	20	Ramirez Elementary
47	Iola Avenue	N/S	Beginning at a point 235 feet North of 73rd Street to 235 feet South of 73rd Street	Flashing Beacon	20	Heritage Middle School
48	Joliet Drive	N/S	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	Flashing Beacon	20	Miller Elementary
49	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	Flashing Beacon	20	Estacado High School
50	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	Flashing Beacon	20	Ervin Elementary
51	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	Flashing Beacon	20	Overton Elementary
52	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	Flashing Beacon	20	Maedgen Elementary
53	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	Flashing Beacon	20	Honey Elementary
54	Milwaukee Avenue	N/S	Beginning at a point 300 feet north of Lehigh Street extending to a point 60 feet south of Kemper Street	Flashing Beacon	30	Legacy Elementary
55	Norfolk Avenue	E/W	Beginning at a point 595 feet South of 130th Street extending to a point 200 feet South of 133rd Street	Sign Assembly	20	Lubbock-Cooper Central Elementary
56	Oakridge Avenue	N/S	Beginning at a point 175 feet North of 68th Street extending to a point 250 feet South of 68th Street	Sign Assembly	20	Oakridge Elementary
57	Parkway Drive (US 82)	E/W	Beginning at a point 560 feet Southwest of Zenith Avenue extending 600 feet to a point 115 feet southwest of Walnut Avenue	Flashing Beacon	30	Alderson Elementary School

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
58	Quaker Avenue	N/S	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	Flashing Beacon	20	Smylie Wilson Middle School
59	Teak Avenue	N/S	Beginning at a point 200 feet North of East 29th Street extending to a point 250 feet South of East 29th Street	Flashing Beacon	20	Ervin Elementary
60	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	Flashing Beacon	20	Rush Elementary
61	South Upland Avenue	N/S	Beginning at a point 100 feet North of 100th Street extending to a point 100 feet South of 103rd Street	Flashing Beacon	35	Upland Heights Elementary
62	North Upland Avenue	N/S	Beginning at a point 200 feet South of 12 <sup>th</sup> Street extending to a point 1000 feet North of 12 <sup>th</sup> Street	Flashing Beacon	35	Terra Vista Middle School
63	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	Flashing Beacon	20	Cavazos Middle School
64	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	Flashing Beacon	20	Centennial Elementary
65	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	Flashing Beacon	20	Stewart Elementary
66	Utica Avenue	N/S	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	Flashing Beacon	20	Williams Elementary
67	Walnut Avenue	N/S	Beginning at a point 140 feet South of Parkway Drive (US 82) extending to a point 540 feet South of Parkway Drive (US 82)	Sign Assembly	20	Alderson Elementary
68	Wausau Avenue	N/S	Beginning at a point 250 feet South of 63rd Street extending to a point 155 feet North of 60th street	Flashing Beacon	20	Alcove Trails Middle School
69	Xenia Avenue, 63rd Street	N/S, E/W	Beginning at a point 170 feet North of 62nd Street extending to Wausau Avenue at 63rd Street	Sign Assembly	20	Alcove Trails Middle School
70	Xenia Avenue	N/S	Beginning at a point 227 feet North of 55th Street extending to 58th Street	Flashing Beacon	20	FISD Ridgewood Elementary
71	Zadar Street	N/S	Beginning at a point 227 feet North of 55th Street extending to 58th Street	Sign Assembly	20	FISD Ridgewood Elementary

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 W. MCBRAYER, MAYOR

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

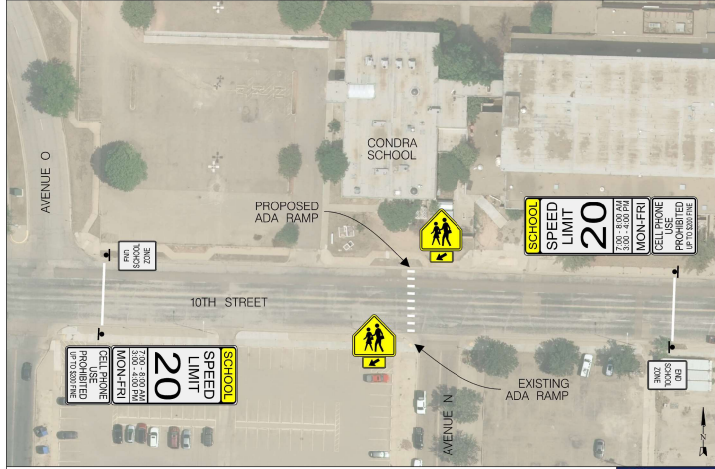
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitch Satterwhite, First Assistant City Attorney





CONDRA SCHOOL ZONE



LUBBOCK - COOPER EAST SCHOOL ZONE



# 2025 SCHOOL ZONE ORDINANCE AMENDMENT



# Agenda Item 13187

## 2025 School Zone Ordinance Amendment

*Summary of changes*

### **Condra School for Education Innovation (Item 1)\***

- 10th Street
- 20 mph Sign Assemblies
- 70' East of Ave. O to 155' West of Ave. N

### **Lubbock-Cooper East Elementary (Item 26)\***

- 137th Street
- 20 mph Flashing Beacon Assemblies
- 140' West of Detroit Ave. to 180' East of Boston Ave.

*\*Approved by Citizens Traffic Commission on December 17th, 2024*

**City of Lubbock  
Capital Project  
Project Cost Detail  
February 25, 2025**

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

<i>Encumbered/Expended</i>	Budget
66th & Indiana Traffic Signal Rebuild	\$ 110,000
11th & Milwaukee Traffic Signal	150,000
82nd & Quincy Traffic Signal	150,000
Flashing School Zone Beacons (11)	99,000
E. 29th & MLK Hybrid Beacon	100,000
Emory & MLK Hybrid Beacon	100,000
Traffic Signal Upgrades	150,000
Wayside Horn Contracts	178,773
Encumbered - New Signal Parts (RRFB, APS, Detection System, Pull Boxes, Rebar Cages, Cabinet, School Zone Beacons, etc.)	100,437
 <i>Agenda Item February 28, 2025</i>	
School Zone Installations	21,000
Texas Department of Transportation Agreement	281,250
<b><i>Encumbered/Expended To Date</i></b>	1,440,460
 <i>Estimated Cost for Remaining Appropriation</i>	
<i>Traffic Signal Equipment</i>	204,775
<b><i>Remaining Appropriation</i></b>	204,775
 <b>Total Appropriation</b>	\$ 1,645,235





# CIP 92742 Traffic Signal FY 2021-22 through FY 2025-26

Infrastructure Improvements

**Project Manager: David Bragg - Traffic Engineering**

## Project Scope

Install signals at unsignalized intersections and school zones as warranted, upgrade traffic signal controllers, and perform necessary repairs. This project also includes major repairs and enhancements such as replacing crushed conduit and wiring, rebuilding aging signal arm assemblies, and upgrading traffic signals to flashing yellow arrows.

## Project Justification

The project provides funding for new signals and school zones designed and constructed in-house. The project will also be utilized to upgrade existing traffic signals requiring major repairs. Public safety is a major factor considered when installing and maintaining traffic signals and school zones.

## Project Highlights

### Council Priorities Addressed:

Public Safety  
Redevelopment  
Community Improvement  
Growth and Development

## Project History

**FY 2021-22** Funding was utilized to upgrade signal at 114th Street & Frankford Avenue to G-Y-R operation

**FY 2022-23** Funding was utilized to refurbish the signal at 66th Street and Indiana Avenue, build a new signal at 11th Place and Milwaukee Avenue, and construct pedestrian hybrid beacons on Martin Luther King Blvd at Emory Street and E. 28th Street.

**FY 2023-24** Funding was utilized to install a pedestrian hybrid beacon at N. Slide and Marshall Avenue, flashing school zones at Alcove Trails Middle School, Roscoe Wilson Elementary School, and Ridgewood Elementary School, flashing yellow arrow upgrades at 43rd and Milwaukee Avenue, and upgraded 25 traffic controller units

- FY 2020-21 \$350,000 was appropriated by Ord. 2021-00126
- FY 2021-22 \$20,235 was appropriated by BCR# 2022-13
- FY 2022-23 \$400,000 was appropriated by Ord. 2022-00136
- FY 2023-24 \$225,000 was appropriated by Ord. 2023-00108
- FY 2024-25 \$450,000 was appropriated by Ord. 2024-00128
- FY 2024-25 \$200,000 was appropriated by BCR# 2025-3



Project Dates

Project Start Date - Construction: 10/1/2021  
Project End Date - Construction: 9/30/2029

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	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0
TOTAL	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$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	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$0
TOTAL	\$1,645,235	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$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 - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 18460, with Applied Operations Security & Investigation, for armed security guard services for Citibus.

### Item Summary

To provide greater security and protection for Citibus employees, passengers and facilities, the City of Lubbock Purchasing Department issued an Invitation to Bid (ITB) for armed security guard services for Citibus.

In response to ITB 25-18460-KM, sixteen vendors submitted the following bids, which were opened on December 11, 2024. They were as follows:

Contractor	Amount
Applied Operations Security & Investigations, Allen, Texas	\$34,530
HIRED Staffing and Solutions Inc. DBA HSS Security, Farmers Branch, Texas	\$39,000
Texas Security & Investigations Agency LLC, Dallas, Texas	\$39,750
Fortified International, LLC, Houston, Texas	\$41,620
Clandestine Group Inc., Katy, Texas	\$42,000
Universal Protection Service, LP, Irvine, California	\$42,600
LBK Defense, Lubbock, Texas	\$44,800
Genric Inc, Marysville, Ohio	\$44,898
Jet Security, LLC, Arlington, Texas	\$45,000
National Dispatcher Solutions, Inc. dba Flash Point Security & Protective Services, Amarillo, Texas	\$45,000
Triple B Security Services, LLC, Overland, Missouri	\$46,000
Texas Veteran Security, LLC, San Antonio, Texas	\$51,370
Linson Eye Investigation, Inc., Garland, Texas	\$52,382
Good Guard Security, Inc., Dallas, Texas	\$54,750
Texas Public Safety and Investigations, Giddings, Texas	\$59,250
First Responder Protective Services Corp., Addison, Texas	\$87,000

Staff recommends award of the contract to the lowest bidder, Applied Operations Security & Investigations of Allen, Texas, for \$34,530.

All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less and 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 contract will be for a term of one year, with the option of 2, one-year extensions, from the date beginning with formal approval.

### **Fiscal Impact**

Cost associated with this contract is included in the FY 2025 Citibus Budget. There will be no additional cost to the City of Lubbock.

### **Staff/Board Recommending**

Bill Howerton, Deputy City Manager  
Chris Mandrell, Citibus General Manager  
Public Transit Advisory Board

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### **Attachments**

Resolution - Citibus/Applied Operations Security  
Contract - Citibus/Applied Operations Security  
Bid Tab Sheet - Citibus/Applied Operations Security  
Project Summary - Citibus/Applied Operations Security

**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. 18460 for Armed Security Guard Services for Citibus, by and between the City of Lubbock and Applied Operations Security & Investigation, 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:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdcs II/RES.Contract-Applied Operations Security  
January 21, 2025

**City of Lubbock  
Contract for  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lubbock ("City"), and **Applied Operations Security & Investigation**, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Armed Security Guard Services for Citibus** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Armed Security Guard Services for Citibus**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Armed Security Guard Services for Citibus**, and more specifically referred to as **Items 0-1 through 0-2** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of two (2), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

#### 9. Insurance Requirements

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

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

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

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

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.

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

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents



as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the 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.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

20. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
22. This 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.
23. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18460-KM, Specifications, and the Bid Form.

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

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

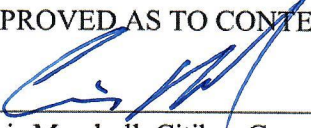
CITY OF LUBBOCK

\_\_\_\_\_  
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:

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
One Parkway South  
Address

\_\_\_\_\_  
Greenville, SC 29615  
City, State, Zip Code

**City of Lubbock, TX**  
**ITB 25-18460-KM**  
**Armed Security Guard Services for Citibus**  
**Specifications**

1. **SCOPE:**

- 1.1. This is an Invitation to Bid for a licensed and qualified security guard company to provide on- site, uniformed, armed guard services at designated Citibus facilities.

2. **REFERENCES:**

- 2.1. Respondent shall submit a minimum of three (3) references that can verify the qualifications and experience requirements for services completed within the past twenty-four (24) months.
- 2.2. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number and dates that the services were performed.

3. **RESPONDENT QUALIFICATIONS:**

- 3.1. The respondent shall be an established company engaged in the business of providing security guard services with a minimum of three (3) years of experience within the last five (5) years.
- 3.2. Have sufficient security staff and security guard personnel to meet Citibus' needs.

4. **SERVICE REQUIREMENTS:**

The vendor shall ensure the following service requirements are provided:

- 4.1. Post procedures will be identified and developed. The security guards shall perform, but not be limited to the following:
  - 4.1.1. Ensure door and gates are locked and unlocked as requested by a designated Citibus representative.
  - 4.1.2. Patrol by foot, interior and exterior of buildings and grounds.
  - 4.1.3. Report any maintenance problems to a Citibus on-site building facility manager.
  - 4.1.4. Check in by phone or 2-way radio as established by post instructions to their dispatcher or to report any hazardous safety condition.
- 4.2. **Security Guard Requirements:**
  - All security guards utilized shall meet the following requirements:
  - 4.2.1. Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with these requirements is maintained.
  - 4.2.2. Be able to walk unassisted a minimum of three hundred (300) yards, climb stairs and be able to lift and carry twenty (20) pounds.

- 4.2.3. Maintain respect for employees, contractors and visitors and conduct themselves with a high level of professionalism. Must maintain a business-like demeanor at all times.
- 4.2.4. Not depart their assigned duty area(s) until they have been properly relieved. Under no circumstances shall any assigned duty area be left abandoned without approval from a designated Citibus representative.
- 4.2.5. Shall be alert to surrounding area of responsibility at all times.
- 4.2.6. Ensure unauthorized personnel are not permitted on Citibus grounds and in facilities at any time.
- 4.2.7. Be physically and mentally qualified to perform the requirements of this specification.
- 4.2.8. Be a high school graduate or hold a GED equivalent.
- 4.2.9. Be fluent in English with the ability to give, receive and understand written and verbal instructions and procedures.
- 4.2.10. Able to communicate verbally and in writing.
- 4.2.11. Possess proper telephone etiquette answering skills.

4.3. **Uniforms:**

- 4.3.1. The security guard shall be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons or slogans may not be applied to the uniform.
- 4.3.2. Wear an identifying name badge with the company's logo which shall be clearly visible.
- 4.3.3. Maintain a neat and professional appearance at all times.
- 4.3.4. Carry all equipment necessary in the performance of their duty.

5. **VENDOR REQUIREMENTS:**

- 5.1. The vendor shall maintain an office environment with the possibility of a branch near where the security guard services are required. The vendor must be able to provide a twenty-four (24) hour, seven (7) day a week answering service phone number. The contract manager or site supervisor must return calls within fifteen (15) minutes of being contacted by a designated Citibus representative.
- 5.2. When requested by Citibus, provide background check results on vendor assigned security guards.
- 5.3. Provide the names of all security guard personnel performing under this contract.
- 5.4. Meet with Citibus designated representative and establish post procedure and instructions for each assigned post.
- 5.5. Provide an updated assigned list of replacement personnel to changes as soon as they occur.

6. **SUBSTANCE ABUSE REQUIREMENTS:**

- 6.1. The vendor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and

records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The vendor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

7. **PERSONNEL REPLACEMENT:**

- 7.1. Citibus reserves the right to request to remove and replace any security guard or staff who is not attentive to duty requirements, and who is not in compliance with service requirements in this specification.
- 7.2. Vendor shall replace the security guard within one hour.
- 7.3. It is the vendor's responsibility to ensure assigned security guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the vendor shall immediately provide a replacement to begin at the designated scheduled time.



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

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

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

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

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

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

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

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

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

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Form

				Applied Operations Security & Investigations	
				Allen, TX	
				\$34,530.00	
#	Items	Quantity Required (+/-)	UOM	Location	
				Total Cost	
				Hourly Rate	Total Cost
0					
#0-1	Security Guard Services – Regular Rate	1200	HR	\$23.02	\$27,624.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$34.53	\$6,906.00

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

YES ✓ NO \_\_\_\_\_

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

**ADDENDA**

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

Addenda No. 1 Date 11/26/2024  
Addenda No. 2 Date 11/26/2024  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

**SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

## **TEXAS GOVERNMENT CODE SECTION 2252.152**

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

## **TEXAS GOVERNMENT CODE SECTION 2271.002**

Company hereby certifies the following:

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

The following definitions apply to this state statute:

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

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

## **TEXAS GOVERNMENT CODE 2274**

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

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

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

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

## **INCOMPLETE INFORMATION**

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

## **CONTRACTOR ACKNOWLEDGEMENT**

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

- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

### **SUBMISSION INFORMATION**

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

THIS BID IS SUBMITTED BY APPLIED OPERATIONS SECURITY & INVESTIGATION a  
corporation organized under the laws of the State of TEXAS, or a partnership consisting of  
\_\_\_\_\_ or individual trading as \_\_\_\_\_ of  
the City of \_\_\_\_\_


Tax ID No.: 01-0843798

Address: 202 N ALLEN DR SUITE F

City: ALLEN State: TX Zip: 75013

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

**Please complete the information below.**

By  Date: 12/10/2024  
*Authorized Representative - must sign by hand*

Officer Name and Title: JOHN JIMA

Business Telephone Number 972-390-1565 FAX: 972-390-1735

E-mail Address: JJIMA@APPLIEDOPERATIONSINC.COM

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				Applied Operations Security & Investigations Allen, TX \$34,530.00		Clandestin Group Inc Katy, TX \$42,000.00	
Location Total Cost							
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$23.02	\$27,624.00	\$28	\$33,600.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$34.53	\$6,906.00	\$42	\$8,400.00



City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				First Responder Protective Services Corp Addison, TX \$87,000.00		Fortified International, LLC Houston, TX \$41,620.00	
Location Total Cost							
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$60	\$72,000.00	\$28.35	\$34,020.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$75	\$15,000.00	\$38	\$7,600.00

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				<b>Genric Inc Marysville, OH \$44,898.00</b>		<b>Good Guard Security, Inc. Dallas, TX \$54,750.00</b>	
<b>Location Total Cos</b>							
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$30.66	\$36,792.00	\$36.50	\$43,800.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$40.53	\$8,106.00	\$54.75	\$10,950.00

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				<b>Hired Staffing Solutions Inc. DBA HSS Security Location Farmers Branch, TX Total Cos \$39,000.00</b>		<b>Jet Security LLC Arlington, TX \$45,000.00</b>	
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$26	\$31,200.00	\$30	\$36,000.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$39	\$7,800.00	\$45	\$9,000.00

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				Linson Eye Investigation, Inc. Garland, TX Total Cos \$52,382.00		National Dispatcher Solutions, INC - DBA- Flash Point Security & Protective Services Amarillo, TX \$45,000.00	
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$34.99	\$41,988.00	\$30	\$36,000.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$51.97	\$10,394.00	\$45	\$9,000.00

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				Texas Public Safety and Investigations Giddings, TX \$59,250.00		Texas Security & Investigations Agency LLC Dallas, TX \$39,750.00	
		Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#	Items						
#0-1	Security Guard Services – Regular Rate	1200	HR	\$39.50	\$47,400.00	\$26.50	\$31,800.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$59.25	\$11,850.00	\$39.75	\$7,950.00

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				Texas Veteran Security LLC NA \$51,370.00		Universal Protection Service, LP Irvine, CA \$42,600.00	
Location Total Cost							
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$34.25	\$41,100.00	\$28.40	\$34,080.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$51.35	\$10,270.00	\$42.60	\$8,520.00

City of Lubbock, TX  
ITB 25-18460-KM  
Armed Security Guard Services for Citibus  
Bid Tabulation Sheet

				LBK Defense Lubbock, TX \$44,800.00		Triple B Security Services, LLC Overland, MO \$46,004.00	
Location Total Cos							
#	Items	Qty Required (+/-)	UOM	Hourly Rate	Total Cost	Hourly Rate	Total Cost
#0-1	Security Guard Services – Regular Rate	1200	HR	\$32.00	\$38,400.00	\$30.67	\$36,804.00
#0-2	Security Guard Services – Holiday Rate	200	HR	\$32.00	\$6,400.00	\$46.00	\$9,200.00





## **Purchasing and Contract Management**

### **Project Summary**

#### **ITB 25-18460-KM**

#### **Armed Security Guard Services for Citibus**

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 Bonfire.com from November 15 to December 11, 2024.

10 individuals attended the pre-bid meeting.

68 vendors downloaded the documents using Bonfire.com.

12 vendors were notified separately.

16 vendors submitted bids.

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## Information

### Agenda Item

**Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Contract 18338, with Michelin North America, Inc., for tire leasing to supply transit bus tires for Citibus.

### Item Summary

On September 29, 2024, the City of Lubbock issued a Request for Proposals (RFP) for tire leasing for Citibus. Tires leased under this agreement are for City and University fixed-route buses. Leasing bus tires offers several advantages that include cost management, operational efficiency, and reduced financial burden. Leased tires are charged on a per tire mile basis, and it is anticipated that the bus fleet will operate approximately 140,000 miles per month.

In response to RFP 25-18338-KM, a sole proposal was received and opened on October 16, 2024. The proposals was evaluated using the following criteria:

Cost per mile (50 Points), Demonstrated knowledge and understanding of the project (25 Points), and Record of performance based on previous work with the City or other client references (25 Points). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Total Points
Michelin North America, Inc., Greenville, South Carolina	96

Staff recommends award of this contract to the sole proposer, Michelin North America, Inc. of South Carolina, for an estimated cost of \$115,000. The total cost of the contract will be dependent on actual tire mile usage.

This is a one-year contract, with 4, one-year extensions, to begin upon approval by the City Council.

**Fiscal Impact**

The estimated cost of \$115,000 associated with Contract 18338 is included in the Fiscal Year 2025 Citibus Budget. There will be no additional cost to the City of Lubbock.

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Chris Mandrell, Citibus General Manager

Public Transit Advisory Board

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**Attachments**

Resolution - Citibus/Michelin Tire Lease

Contract - Citibus/Michelin Tire Lease

Project Summary - Citibus/Michelin Tire Lease

**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. 18338 for Tire Leasing for Citibus, by and between the City of Lubbock and Michelin North America, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

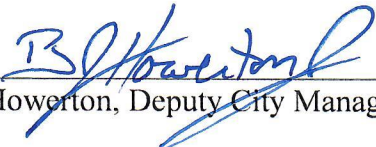
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
MARK W. MCBRAYER, MAYOR

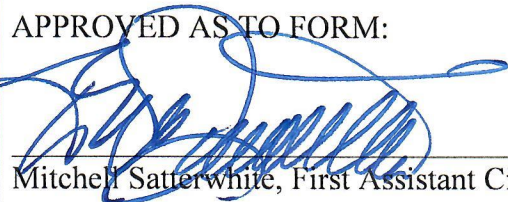
ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Contract-Michelin North America, Inc.  
January 22, 2025

**City of Lubbock  
Tire Leasing for Citibus  
Agreement**

This Service Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2025 ("Effective Date") by and between Michelin North America, Inc. (the Contractor), and the City of Lubbock (the "City").

**RECITALS**

WHEREAS, the City has issued a Request for Proposals 25-18338-KM, Tire Leasing for Citibus 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 Tire Leasing for Citibus, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

**Scope of Work**

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

**Article 1**

1.1 The contract shall be for a term of one (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.

1.2 Procedure at Contract Termination - Upon termination Customer shall purchase all Tires currently held in inventory and/or fitted on vehicles. Alternatively, Customer may elect to continue to use all Tires furnished by Michelin under Contract, in inventory and/or fitted on vehicles on the termination or expiration date, for a period of twenty-four months (24) months ("run out" period) from the termination or expiration date.

Notice of Customer's intent to run-out leased Tires must be provided in writing at least thirty (30) days prior to the expiration of this Contract. The tire lease rate in effect during the run-out period shall be the tire lease rate in effect. Upon expiration of the run-out period, Customer shall pay for any remaining rubber.

The calculation to be used for the purchase value shall be Based on the cost per 32. The formula for this shall be as follows: ((Remaining Tread Depth – 2 / 32nds 1) x Rubber Price 2)) + Casing Price 3

1 Minimum Legal Tread Depth

2 Rubber Price from Tables below

3 Casing Price at Market Value

The final purchase value shall be agreed by the Parties within thirty (30) days of the termination of the Contract.

<b>Tire Size/ Type</b>	<b>Rubber Price</b>	<b>Unit</b>
305/70R22.5	\$38.35	Per 32nd
12R22.5 or 305/85R22.5	\$40.00	Per 32nd
275/70R22.5	\$30.10	Per 32nd

1.3 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

1.4 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.

1.5 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

- 1.6 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 document, this provision shall control.
- 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 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 2.18 Confidentiality. 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.

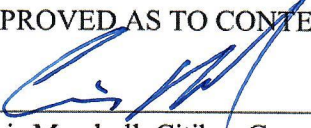
CITY OF LUBBOCK

\_\_\_\_\_  
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:

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
One Parkway South  
Address

\_\_\_\_\_  
Greenville, SC 29615  
City, State, Zip Code

**City of Lubbock, TX  
RFP 24-18338-KM  
Tire Leasing for Citibus**

**GENERAL REQUIREMENTS**

**1. INTENT**

The City of Lubbock/Citibus (hereinafter called "City") is seeking proposals from a contractor to provide Tire Leasing for Citibus' seventy-four (74) transit buses located in Lubbock, Texas.

**2. SCOPE OF WORK**

The performance of said contracted services is for the express purpose of leasing transit bus tires for Citibus. The contractor shall furnish delivery, all labor, materials, supplies, equipment, transportation, and supervision necessary to satisfactorily perform the Tire Leasing Program for Citibus specified herein, and in the manner and at the frequencies set forth in one of the following specifications.

**3. PERFORMANCE SPECIFICATIONS SHALL BE BID IN THREE DIFFERENT VARIATIONS**

Tire position requirement by mile, tread depth reporting requirement, damage charged on a case by case review basis with a gross monthly mileage charge.

**4. SPECIFICATIONS**

**Performance Specification - LEASED TIRES** - No tire position requirement, no tread depth reporting requirement, no damage penalty gross monthly mileage charge only. The fleet will operate approximately 140,000 miles per month based upon the academic year of Texas Tech University.

**5. INDEPENDENT CONTRACTOR STATUS**

Contractor and Owner agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed.

**6. COMPLIANCE WITH APPLICABLE LAWS**

Contractor 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 Contract, and any amendments thereto.

**7. EVALUATION CRITERIA**

7.1. The following criteria will be used to evaluate and rank submittals:

- 7.1.1. Cost: per mile basis. – 50 Points
- 7.1.2. Demonstrated knowledge and understanding of the project. – 25 Points
- 7.1.3. Record of performance based on previous work with the City and/or other client references. – 25 Points

City of Lubbock  
RFP 25-18338-KM  
Tire Leasing for Citibus  
Price Proposal Sheet  
**BAFO**

				Contractor Location				Michelin North America, Inc. Greenville, SC			
#	Item Description	Quantity Required (+/-)	UOM					Tire Brand	Delivery Days Aro	Price Per Mile	Total Cost
#0-1	305/70R22.5	30	EA					X InCity Z	14	0.0128	\$0.38
#0-2	275/70R22.5	36	EA					X InCity Z	14	0.01129	\$0.41
#0-3	305/85R22.5	378	EA					X InCity Z SL	14	0.01397	\$5.28

## VENDOR ACKNOWLEDGEMENT

In compliance with this procurement, the undersigned offeror having examined the request for proposal, instructions to offerors, documents associated with the request for proposals, and being familiar with the conditions to be met, has reviewed the information regarding:

- Insurance Requirements
- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

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

Ed Quigley  
**Authorized Signature**

Ed Quigley  
**Print/Type Name**

Michelin North America, Inc.  
**Company Name**

Director of Operations, Services & Solutions AMN  
**Title**

10/14/2025  
**Date**

1 Parkway South  
**Address**

Greenville, SC 29615  
**City, State Zip Code**

Contact for questions, clarifications, etc.	
<b>Name and Title:</b>	Ana Garcia
<b>Mailing Address:</b>	1 Parkway South
<b>City, State, Zip:</b>	Greenville, SC 29615
<b>Telephone No:</b>	(864) 458-5000
<b>Fax No:</b>	(866) 866-7964
<b>E-Mail:</b>	michelin.fleetsolutions@michelin.com

## 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.

- The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.
- Waivers of Subrogation are required for CGL, AL, and WC.

- To Include Products of Completed Operations endorsement.
- Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non- payment.
- Carriers must meet an A.M. Best rating of A- or better.
- Subcontractors must carry same limits as listed above.

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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



## **NOTICES**

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

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

Marta Alvarez, Director of Purchasing & Contract Management  
City of Lubbock  
1314 Avenue K, 9<sup>th</sup> 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 25-18338-KM Tire Leasing for Citibus**

Notice was published in the Lubbock Avalanche Journal on September 29 & October 6, 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 September 29 to October 16, 2024.

13 vendors downloaded the documents using Bonfire.com.

24 vendors were notified separately.

1 vendor submitted a proposal.

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## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit application to be submitted to the Texas Department of Housing and Community Affairs, for the Avenue U Villas Development, to be located at 8401 Avenue U, Lubbock, Texas.

### Item Summary

The Housing Tax Credit (HTC) program is funded by the U.S. Treasury Department and is overseen by the Internal Revenue Service. Federal regulations guiding the program can be found in Internal Revenue Code Section 42. The Texas Department of Housing and Community Affairs (TDHCA) administers the program for the State of Texas. The HTC Program was designed to provide a source of equity financing for the development of affordable multifamily housing. The goal is to maximize the number of affordable units in the state's housing supply and ensure the supply is well maintained and operated. After the property is developed by the applicant, the property will be affirmatively marketed in the surrounding community.

Tenants earning up to 60% of the Area Median Family Income (AMFI) for the area for their household size, and who meet the screening and eligibility restrictions of the property, may qualify for a reduced rent unit. HTC units offer income qualified tenants a unit at a reduced rate that is restricted by annually published rent guidelines, which may increase or decrease annually, based on published units.

Pursuant to 10 TAC §11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan (QAP) and in accordance with Texas Government Code §2306.6710(b), an application may be made for a resolution or resolutions from the municipality and/or county in which the proposed development site is located. Resolutions that expressly set forth that the municipality or county supports the application or development, are worth maximum points, while resolutions setting forth that the municipality or county has no objection to the application or development are worth fewer points. Pursuant to §11.9(d)(1), once a resolution has been submitted, it may not be changed or

withdrawn.

**Fiscal Impact**

None

**Staff/Board Recommending**

Bill Howerton, Deputy City Manager

Brianna Brown, Business Development Director

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**Attachments**

Resolution

RESOLUTION NO. 2025-R\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2025 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE AVENUE U VILLAS DEVELOPMENT**

WHEREAS, Avenue U Villas, LP (“Applicant”) has requested funding support from the City of Lubbock (“City”) to construct 80 workforce housing units named Avenue U Villas to be located at 8401 Avenue U in the City of Lubbock, Lubbock County, Texas (the “Development”); and

WHEREAS, Avenue U Villas, LP intends to submit an application to TDHCA for an allocation of 2025 Competitive 9% Housing Tax Credits (“HTC”) for the construction of the Avenue U Villas ; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$500.00 of funding assistance to the Development to improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$500.00 for its application in the form of reduced fees for the benefit of the Development for the new construction of Avenue U Villas; and

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

SECTION 1: The City, acting through its governing body, hereby confirms that it supports and approves the tax credit application for the proposed construction of Avenue U Villas located at 8401 Avenue U in the City of Lubbock, Lubbock County, Texas and that this formal action has been taken to put on record the opinion expressed by the City of Lubbock on February 25, 2025; and

SECTION 2: The City will commit a funding amount to the Development by waiving or reducing the Building Permit Fee by at least \$500.00 should the Development be selected for funding; and

SECTION 3: Notwithstanding anything herein to the contrary, the funding commitment by the City shall be contingent on the Applicant's receipt of commitment of HTCs for the Development from TDHCA; and

SECTION 4: The City hereby supports the proposed Avenue U Villas and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4); and

SECTION 5: That on behalf of the Governing Body, Mark W. McBrayer, Mayor, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

SECTION 6: the City is not a related party to the Applicant, and any funding assistance committed by the City to the Development of Avenue U Villas pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

PASSED, ADOPTED AND APPROVED this 25th day of February, 2025.

CITY OF LUBBOCK, TEXAS

By: \_\_\_\_\_  
Mark W. McBrayer, Mayor

ATTEST:

\_\_\_\_\_  
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

  
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Kelli Leisure", is written over a horizontal line.

Kelli Leisure, Senior Assistant City Attorney

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## Information

### Agenda Item

**Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 18526, with West Texas Services, LLC, dba Tom's Tree Place, for the purchase of gravel for the North Overton Public Improvement District (PID).

### Item Summary

The City of Lubbock issued an Invitation to Bid (ITB) from qualified contractors to secure an annual contract to supply gravel for the North Overton PID.

In response to ITB 25-18526-KM, two bids were submitted and received. The following bids were received and opened on January 30, 2025:

Contractor	Amount
*SRH Landscapes, LLC, Lubbock, Texas	\$10,002
West Texas Services, Inc. dba Tom's Tree Place of Lubbock, Texas	\$14,250

\*SRH Landscapes, LLC submitted an incomplete bid, therefore staff recommends award to the next lowest bidder, West Texas Services, LLC, dba Tom's Tree Place of Lubbock, Texas, for \$14,250.

The contract is for a term of one year, with the option of 4, one-year extensions. All stated annual quantities are approximations of useage during the time period to be covered by pricing established by this bid. Actual usage may be more or less; and order quantities will be determined by actual need.

### Fiscal Impact

Contract 18526 for \$14,250 is funded in the North Overton 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

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## **Attachments**

Resolution - West Texas Services

Contract - West Texas Services

Bid-Tab - West Texas Services

Project Summary - Gravel for North Overton PID

**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. 18526 for gravel for the North Overton Public Improvement District as per ITB 25-18526-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.Service Contract 18526 Toms NO PID gravel  
2.12.25

**City of Lubbock  
Contract for  
ITB 25-18526-KM  
Gravel for the North Overton Public Improvement District (PID)  
Right-of-Way**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2025**, by and between the City of Lubbock ("City"), and West Texas Services, Inc. dba Tom's Tree Place, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for **Gravel for the North Overton PID Right-of-Way** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Gravel for the North Overton PID Right-of-Way**.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Gravel for the North Overton PID Right-of-Way**, and more specifically referred to as **Items 1-1 through 2-1** on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.
4. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
5. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

7. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

#### 9. Insurance Requirements

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

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

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

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

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

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

### **IMPORTANT: POLICY ENDORSEMENTS**

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

### **REQUIRED PROVISIONS**

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

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

### **NOTICES**

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

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

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

**SECTION D.** Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents

as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
11. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
12. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
13. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
14. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
15. Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign

terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

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

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the 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.

18. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
19. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

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

20. The Contractor shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

21. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.
22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 25-18526-KM, Specifications, and the Bid Form.

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



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


CITY OF LUBBOCK

\_\_\_\_\_  
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

BY   
Authorized Representative

  
Print Name

5104-34th  
Address

Lubbock, Texas 79410  
City, State, Zip Code

**City of Lubbock, TX**  
**ITB 25-18526-KM**  
**Gravel for the North Overton Public Improvement District (PID) Right-of-Way**

**Specifications**

**Intent:**

The City of Lubbock is soliciting bids to secure an annual contract to supply gravel for the North Overton Public Improvement District right-of-way areas. Vendor shall provide with bid submittal any and all necessary information regarding this specification. The contract shall be for a term of one (1) year, with the option of four (4), one-year extensions.

**Delivery:**

The Vendor shall supply and deliver all required materials at the designated location upon request from the Agent within seven (7) business days of the order, unless an emergency has occurred. Product may be requested from one (1) load to multiple loads, per order, depending on project need, unless no product is needed during the contract term. Deliveries will be accepted Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Purchase of the Fine Jogging Track Mix #20/Trail Mix and Decomposed Granite less than 1 inch will be made one time (1) per year, unless the Agent specifies otherwise. Each product will be delivered and unloaded at 6313 Homestead Avenue, Suite B4, Lubbock, Texas 79424.

**Materials:**

1. 50 (+ or -) tons of Stabilized Fine Jogging Track Mix #20/Trail Mix to be delivered annually.
2. 50 (+ or -) tons of Stabilized Decomposed Granite less than 1 inch to be delivered annually.

Materials are to be quoted on a cost-plus basis; percentage of markup to be based on net cost to Vendor, allowing for full credit for trade and/or cash discounts to the City. On any single item in which the cost equals or exceeds \$100.00, a copy of the supplier's invoice – which must be dated and marked paid – shall be submitted as an attachment to the Vendor's invoice.

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

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

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

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**

Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

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

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

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

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

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

**City of Lubbock, TX**  
**ITB 25-18526-KM**  
**Gravel for the North Overton Public Improvement District (PID)**  
**Right-of-Way**  
**Bid Form**

					West Texas Services, Inc. dba Tom's Tree Place		
					Lubbock, TX \$14,250.00		
					Delivery	Unit	Total
#	Items	Quantity Required (+/-)	UOM	Location Total Cost	Days ARO	Price	Cost
<b>1</b>							
#1-1	Crushed limestone or granite gravel less than 1" in diameter that is mixed with a stabilizer	50	Ton		5	\$85.00	\$4,250.00
#1-2	Stabilized Decomposed Granite less than 1 inch	50	Ton		\$7.00	\$200.00	\$10,000.00
<b>2</b>							
#2-1	Delivery cost for destination inside of City limits	1	Per Mile		No Bid	No Bid	No Bid

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

YES   X   NO           

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

#### **ADDENDA**

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

Addenda No.   1   Date 1/7/2025  
Addenda No.   2   Date 1/13/2025  
Addenda No.   3   Date 1/21/2025  
Addenda No.   4   Date 1/28/2025

#### **SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

## TEXAS GOVERNMENT CODE SECTION 2252.152

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

## TEXAS GOVERNMENT CODE SECTION 2271.002

Company hereby certifies the following:

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

The following definitions apply to this state statute:

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

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

## TEXAS GOVERNMENT CODE 2274

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

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

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

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

## **INCOMPLETE INFORMATION**

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

## CONTRACTOR ACKNOWLEDGEMENT

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

- Suspension and Debarment Certification
- Texas Government Code Section 2252.152
- Texas Government Code Section 2271.002
- Texas Government Code 2274

### SUBMISSION INFORMATION

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

THIS BID IS SUBMITTED BY West Texas Services, Inc. DBA: Tom's Tree Place a  
corporation organized under the laws of the State of Texas, or a partnership consisting of  
\_\_\_\_\_ or individual trading as \_\_\_\_\_ of  
the City of Lubbock

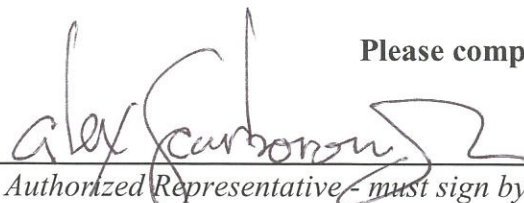
Tax ID No.: 75-12224222

Address: 5104 34th Street

City: Lubbock State: TX Zip: 79410

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

**Please complete the information below.**

By  Date: 01-28-2025  
*Authorized Representative - must sign by hand*

Officer Name and Title: Alex Scarborough

Business Telephone Number 806-799-3677 FAX: 806-799-3680

E-mail Address: alexs@tomstreeplace.com



**City of Lubbock, TX  
ITB 25-18526-KM  
Bid Tabulation Sheet**

					SRH Landscapes LLC			Tom's Tree Place		
Location					Lubbock, TX			Lubbock, TX		
Total Cost					\$10,002.00			\$14,250.00		
Quantity					Delivery			Delivery		
#	Items	(+/-)	UOM		Days	Unit	Total	Days	Unit	Total
1										
#1-1	Crushed limestone or granite gravel less than 1” in diameter that is mixed with a stabilizer	50	Ton		No Bid	No Bid	No Bid	5	\$85.00	\$4,250.00
#1-2	Stabilized Decomposed Granite less than 1 inch	50	Ton		7	\$200.00	\$10,000.00	\$7.00	\$200.00	\$10,000.00
2										
#2-1	Delivery cost for destination inside of City limits	1	Per Mile		7	\$2.00	\$2.00	No Bid	No Bid	No Bid



**Purchasing and Contract Management**

**Project Summary**

**ITB 25-18526-KM**

**Gravel for the North Overton Public Improvement District (PID)**

**Right-of-Way**

Notice was published in the Lubbock Avalanche Journal on December 22 & December 29, 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 December 23 to January 30, 2025.

40 vendors downloaded the documents using Bonfire.com.

25 vendors were notified separately.

2 vendors submitted bids.

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## Information

### Agenda Item

**Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 18465, with US Digital Designs by Honeywell, for the Zetron Fire Station Alerting System for Lubbock Fire Rescue.

### Item Summary

The City issued a Request for Proposal (RFP) for modernized replacement of the current Zetron Fire Paging System for Lubbock Fire Rescue. This system has been in use for approximately 18-20 years and needs to be replaced.

In response to RFP 25-18465-LV, three vendors submitted proposals.

The Evaluation Committee used the following criteria in determining the scores of 3 vendors who responded: Experience and Key Project Staff - 30 points, Project Approach - 50 points, and Cost of Proposal - 20 points, and arrived at the following scores.

Contractor	Points
US Digital Designs by Honeywell, Tempe, Arizona	91.00
PURVIS Systems, Middletown, Rhode Island	54.33
Bryx, Rochester, New York	37.67

The Evaluation Committee recommends award of Contract 18465 to the highest ranked proposal, US Digital Designs by Honeywell, of Tempe, Arizona, for \$731,236.18.

### Fiscal Impact

Contract 18465 for \$731,236.18, is funded in Capital Improvement Project 92648 - Zetron Fire Paging Replacement.

## **Staff/Board Recommending**

Brooke Witcher, Assistant City Manager

Jennifer Frescaz, Chief Information Officer

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## **Attachments**

Resolution - Fire Station Alerting System Contract 18465

Contract 18465 - Fire Station Alerting System

Budget Detail

CIP Detail

RFP 25-18465-LV Project Summary

**RESOLUTION**

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

**THAT** the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 18465, as per RFP-25-18465-L.V. for the purchase of a fire station alerting system, by and between the City of Lubbock and US Designs by Honeywell of Tempe, Arizona, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

**Passed by the City Council on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ryan Brooke, Senior Assistant City Attorney

RES. Contract 18465-US Designs by Honeywell  
2.12.25

**City of Lubbock  
Fire Station Alerting System  
Agreement**

This Service Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2025 ("Effective Date") by and between US Digital Designs by Honeywell (the Contractor), and the City of Lubbock (the "City").

**RECITALS**

WHEREAS, the City has issued a Request for Proposals 25-18465-LV, Fire Station Alerting System 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 Fire Station Alerting System, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

**Scope of Work**

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

**Article 1**

- 1.1 The contract shall be for a term of one (1) year, with the option of two (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.
- 1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
- 1.3 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.

1.4 A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

C) If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

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 document, this provision shall control.
- 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 Texas Government Code 2274. By entering into this Agreement, Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 2.17 Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 2.18 Confidentiality. 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

US Digital Designs by Honeywell

\_\_\_\_\_  
Mark McBrayer, Mayor

BY:

\_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Andrew Blate - VP / GM Fire-America  
Print Name

\_\_\_\_\_  
Courtney Paz, City Secretary

\_\_\_\_\_  
1150 W. Grove Parkway, Suite 110

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jennifer Frescaz,  
Chief Information Officer

\_\_\_\_\_  
Tempe, AZ 85283

APPROVED AS TO FORM

\_\_\_\_\_  
Ryan Brooke, Senior Assistant City Attorney

**City of Lubbock, TX  
RFP 25-18465-LV  
Fire Station Alerting System**

**GENERAL INFORMATION**

**1. PROJECT BACKGROUND AND DESCRIPTION**

The City of Lubbock is located in Lubbock County, Texas and has a population of approximately 268,416 (2024 estimate). The City of Lubbock operates 20 fire stations for which the current station alerting system has reached the end of its service life.

City of Lubbock (“Agency”) is seeking bids for the purchase, installation of hardware and software, and implementation services for a new fire station alerting system (“System”). This project shall be completed in a manner commensurate with the intended application.

**2. APPLICABLE STANDARDS AND PUBLICATIONS**

The contractor shall provide all equipment, materials, station installation, and supervision to provide a turnkey fire station alerting system. All applicable national, state, and local electrical and/or building codes shall be followed. The System shall be compliant with the most current edition of the National Fire Protection Association (NFPA) Standard 1221 and 1710, as applicable.

**3. REQUIREMENTS**

**A. System**

The System shall be designed specifically for use as a fire station alerting system that will rapidly send alerting messages and allow the stacking and simultaneous alerting of response units in order to speed up deployment of the first responders. The System shall be able to service a minimum of 25 individual fire stations and allow for future expansion. The System shall interface with the Agency’s existing Computer Assisted Dispatch (“CAD”) and radio systems and will communicate using TCP/IP over the Agency’s Wide Area Network (WAN) with an 800 MHZ radio as an automatic failover in case of network failure. The System shall use Power over Ethernet (POE) infrastructure on CAT6 cabling whenever possible. The contractor shall ensure that all components of the System are supported by uninterruptible power supplies. The System shall be capable of alerting by Group, Station, or Unit. The System shall provide a means of notifying dispatchers that all components are operating properly; self-diagnosis, system health check (per NFPA 1221).

**1. Configuration and Software Updates**

The System shall be centrally managed from a web portal. The System should remain fully operational during software updates and capable of tolerating equipment failures

while remaining functional.

- Describe the System's Management portal.
- Describe the System's update process.
- Describe the System's uptime and resiliency features.

## 2. CAD Interface

The Contractor shall be responsible for fully implementing a CAD Interface to the Agency's Central Square Enterprise CAD system. The System shall be controlled directly from the CAD system via a TCP/IP connection. The System interface to the CAD system shall support dispatch alerts and non-emergency alerts.

For each dispatch alert message received from CAD, the System shall send a response over the CAD TCP/IP connection indicating the success or failure of each dispatched station, unit, or group for the given alert. Alerts at stations shall start not more than one second after the alerting system receives a dispatch alert from the CAD system.

- Describe the features of the System's CAD Interface.

## 3. Manual Alerting

A manual alerting application shall be provided for dispatcher use to alert stations, units, or groups in the event the CAD system is not available. This System shall be capable of providing manual non-emergency messages to units, stations, or groups of stations. A visual indication shall be provided to dispatchers to indicate if the system and its components are properly operating.

- Describe how manual alerts are created and sent.

## 4. Alerting Circuits

The primary dispatch circuits shall be monitored, and a prompt warning shall be provided in the event that a situation that will impact reliability occurs, as per NFPA 1221. The primary alerting circuit shall be over the Agency's WAN, and the System shall be capable of multiple secondary redundant alerting.

## 5. Installation and Equipment

- The proposal should include spare sets of station equipment, including the parts not specifically itemized in this document.

## 6. System Monitoring

Each component in this fire station alerting system shall be monitored for online and offline status and alert admins to status changes for all computers, network connections, audio amplifiers and message display units. Remote system monitoring from a client application residing on the network (and having appropriate

permissions) shall be supported.

- Describe the logging capabilities of the system.

## B. Alerting

The System shall provide, at each station, capability to control functions for each of the following: audible tones, lighting, relay activation, and printer interface. The System shall provide a zoning capability such that portions of a station can be alerted without alerting the entire station. The System shall provide a minimum of 4 separate alerting zones per station. The System shall have the ability to provide a means to silence all station speakers manually and allow the silenced speakers to be overridden by the receipt of a call for service. The System shall have “heart-friendly” features such as escalating audio and subdued lighting at night.

- Describe how zoning is managed in the System both centrally and at the station.
- Indicate if the System will allow certain rooms or areas to be able to be alerted individually and if there is an option to select the notifications that will be received for that area.
- Describe the “heart-friendly” features of the System.
- Describe the system’s ability to send multiple alerts through multiple methods simultaneously.

### 1. Dispatch Alerting – Audible

The System shall provide an audible escalating alert tone that clearly identifies the units and the type of call that is being dispatched. The alert tone shall immediately precede the dispatch announcement (per NFPA 1221). The System must support the use of at least four customized tones so that different tones can be used to indicate the type of call during the alert notification.

- Describe how the System provides an audible alert over the speaker system of the station.
- Describe the full remote volume control capability.
- Describe the System’s compatibility with commercially available P.A. amplifiers supporting consumer audio line level (-10 dbm) 600-ohm differential inputs.
- Describe the System’s capability to register VOIP extensions with SIP-based PBX systems.
- Describe the System’s capability to alert on ring and/or auto answer to play call audio over the station’s speaker network.

- Describe the System's ability to play building overhead paging through a connection to the station telephone system
- Describe the System's ability to mute in building paging during dispatch alerts.
- Describe the System's ability to include a radio interface for redundant dispatching and on-air dispatching.
- Describe the System's ability to broadcast alerts over both the alerting network and over the dispatch radio channel simultaneously.
- Describe the System's ability to detect channel traffic and wait until the channel is free to begin automated dispatching.

## 2. Dispatch Alerting - Automated Voice

The System shall have the capability, for any incident, to create automated voice dispatch alerts that announce simultaneously in multiple stations and allow live dispatcher voice in addition to the automated voice announcement. Automated voice announcements should include dispatch announcements, announcements of move-ups, and non-emergency messages. The automated voice dispatch announcement will include detailed dispatch information, including apparatus to respond, incident type, street address, and business name. Automated voice dispatch announcements shall immediately follow the audible alert tone as per NFPA 1221. The System shall support the ability to edit the pronunciation of street names, unit types, and other names. The System shall have the ability to produce automated voice alerts via primary and secondary alert methods.

- Describe the System's automated voice announcement options and settings.
- Describe the methods for sending automated voice announcements.

## 3. Dispatch Alerting - Relay Controls and Inputs

The System shall provide multiple relay contacts at each station for the purpose of controlling external switched functions. The contacts shall be able to be energized for a configurable time interval upon receipt of a CAD dispatch message. The outputs shall be configurable as normally open or normally closed contact closures. Additionally, the system shall easily expand the number of relay contacts. The System shall provide multiple isolated DC inputs for the purpose of monitoring status of external actions and functions.

- Describe the System's relay contact configuration options and expandability.
- Describe the System's ability to monitor external DC inputs.

## 4. Dispatch Alerting - Printing

The System shall be capable of providing a dispatch printout with the same information that is announced upon receipt of a CAD dispatch announcement. The printout must also include user comments if this information is provided to the system over the CAD interface. The fire station alerting system shall support simultaneous printing and audible alerting.

- Describe the System's simultaneous alerting capabilities.
- Provide a list of System compatible laser printers.

## 5. Dispatch Alerting - Visuals

The System should include provisions to display the dispatch information at the station. Devices to be used for display may include LED message signs, color indicator with at least eight color options that can be assigned to units to indicate units assigned to a dispatch, strobe lights for high volume areas, and CEC (consumer electronic control) and HDMI connections to allow displays on TVs, monitors, projectors and video walls. The System should have the ability to display alerting information such as assigned units, incident nature, street address, and unit status. The System should include multiple turnout timer capability, which will count up in one-second increments upon the receipt of a call. Vendor may propose to have this as a separate timer, or as an integral part of the display. The System shall include lighting that is designed to have minimal impact on the building occupant's night vision when a call is received.

- Describe display capabilities and discuss what information is typically displayed, as well as what information might possibly be displayed.
- Discuss any limits on numbers, types or sizes of displays.
- Indicate in the proposal the number of turnout timers that are supported.
- Describe the System's bunkroom and apparatus bay lighting options.

## C. Training

Operator training shall be provided to the dispatchers and their supervisors. The training schedule shall be completed on site as coordinated with the LFR Communications Center Supervisor. Vendors should describe their approach to provide the most effective training method/process that would allow dispatchers and supervisors to successfully operate the system. Refresher training shall be provided at an agreed time after installation is completed. System maintenance, programming and troubleshooting training shall be provided for the customer's technical staff.



## D. Warranties and Support Agreements

- Describe the System's warranty and support agreements.
- Describe the functions to be performed by each key personnel and identify the Vendor's Project Manager.
- Provide résumés describing the relevant experience on previous similar projects, qualifications, and other vital information of all key personnel and subcontractors who will be assigned to this project.
- Provide detailed descriptions of three (3) contracts which the Vendor has either ongoing or completed within the past five (5) years that best demonstrate the Vendor's experience with services similar in scope to those requested herein.
  - Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the Customer).
  - The description should, at a minimum, identify for each contract:
    - client,
    - contract number and/or title,
    - total dollar value of the contract,
    - dates covering the term of the contract,
    - client contact person, title, email, and phone number,
    - statement of whether Proposer was the prime contractor or subcontractor,
    - description of technology/System Implementation,
    - description of work, and
    - results of the project.



**US DIGITAL DESIGNS**

by Honeywell

Quotation to:

**City of Lubbock, TX  
Lubbock Fire Department**

Project:

**G2 Fire Station Alerting System  
One (1) Dispatch System & Twenty (20) FSA**

Proposal number:

**TX-LBBK01062025FSADSP**

Revision #

**4**

**Lubbock Fire Department is Already a Member # M-5701970**

Quote Date:

**03-Feb-2025**

Quote Expires:

**4-May-2025**

By:

**Edward Hadfield  
Territory Manager**

**US Digital Designs, Inc.**

1835 E Sixth St #27

Tempe, AZ 85281

**682-393-5624**

682-393-5624

**Edward.Hadfield@Honeywell.com**

**stationalerting.com**

Installation by:

**TBA**

**G2 Installation Training and Certification Included**

**This proposal is subject to corrections due to errors or omissions**

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4

### PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

#### DISPATCH SYSTEM INTERFACES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	LOT	USDD	1	CADI-P	CAD Interface - TBD (CAD provider-Side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	\$ 14,250.00	\$ 12,825.00	12,825.00	

#### DISPATCH SYSTEM COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	PR	USDD	1	G2-GW	G2 Communications Gateway Pair (Primary FSA Servers) 2@1RU each (2RU Total)	\$ 12,510.00	\$ 11,259.00	11,259.00	
	Kit	USDD	2	GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plat	\$ 2,817.50	\$ 2,535.75	5,071.50	

#### DISPATCH SYSTEM SERVICES

Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	50	GW-CM	Gateway Configuration & Modifications	\$ 373.75	\$ 336.38	16,818.75	
	LOT	USDD	1	GW-I-O	Gateway Engineering / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	\$ 1,006.25	\$ 905.63	905.63	
	LOT	USDD	1	GW-SU-O	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	\$ 6,813.75	\$ 6,132.38	6,132.38	
	LOT	USDD	1	GW-PM	Gateway Project Management	\$ 3,510.00	\$ 3,159.00	3,159.00	
	LOT	USDD	1	TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	\$ 5,008.75	\$ 4,507.88	4,507.88	

	LOT	USDD	1	TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	\$ 5,008.75	\$ 4,507.88	4,507.88	
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PRIMARY DISPATCH G2 FSA SYSTEM		System Total:	65,187.00
		Shipping Total:	-
		System Subtotal	65,187.00

## PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - <b>INCLUDED</b> (at no additional cost while under Warranty/Support)									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0	MAP-CLD	G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) - Only for customers not paying support.	\$ 1,540.00	\$ 1,386.00	0 included at no charge/no additional cost	

## PRIMARY DISPATCH WARRANTY & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

### DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,239.50	\$2,915.55	No Charge	
	LOT	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,239.50	\$ 2,915.55	-	

#### INDIVIDUAL DISPATCH SYSTEMS TOTALS

<b>PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:</b>	<b>65,187.00</b>
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#### ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

<b>ALL SYSTEMS SUBTOTAL:</b>	<b>65,187.00</b>
<b>ALL SHIPPING SUBTOTAL:</b>	<b>-</b>
<b>ALL WARRANTY &amp; SUPPORT:</b>	<b>-</b>
<b>ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:</b>	<b>-</b>
<b>ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:</b>	<b>65,187.00</b>

# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4

### STATION-LEVEL

## STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	5	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 1,683.00	
	Ea	USDD	18	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 2,041.20	
	Ea	USDD	8	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 2,691.00	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,600.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	2	TRA-IC-O	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours	\$ 7,043.76	\$ 6,339.38	\$ 12,678.76	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,437.87	\$ 3,094.08	no charge	

STATION 01		System:	\$ 47,519.59
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 47,519.59

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

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877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

## STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	2	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 2,043.90	
	Ea	TBD	2	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 164.16	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	22	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 7,406.20	
	Ea	USDD	14	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,587.60	
	Ea	USDD	15	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 5,045.63	



STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 4,407.57	\$ 3,966.81	no charge	

STATION 02		System:	\$ 43,608.09
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 43,608.09

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
<p>Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained &amp; Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> <p>For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained &amp; Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p>

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway/conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments

15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

# US DIGITAL DESIGNS

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Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4

### STATION-LEVEL

## STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.60	\$ 1,417.60	
	Ea	USDD	3	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 1,009.80	
	Ea	USDD	14	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 126.00	\$ 113.40	\$ 1,587.60	
	Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,600.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	(STANDARD) 1st YEAR WARRANTY & SUPPORT	\$ 3,200.55	\$ 2,880.49	no charge	

STATION 03		System:	\$ 32,744.91
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 32,744.91

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4

### STATION-LEVEL

## STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.60	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.60	\$ 1,417.60	
	Ea	USDD	7	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,356.20	
	Ea	USDD	10	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,134.00	
	Ea	USDD	6	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 2,018.25	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,337.12	\$ 3,003.41	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,337.12	\$ 3,003.41	\$ -	

STATION 04		System:	\$ 33,974.08
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,974.08

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

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## QUOTE

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Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

## STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25
Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge

### STATION SYSTEM CONTROLLER

Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60

### STATION SYSTEM PERIPHERAL COMPONENTS

Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08
Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50
Ea	USDD	7	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,356.20
Ea	USDD	10	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,134.00
Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,299.75	\$ 2,969.77	no charge	

STATION 05		System:	\$ 33,637.71
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,637.71

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.



# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4

STATION-LEVEL

### STATION 06

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

#### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.60	No Charge	

#### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

#### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.60	\$ 1,417.60	
	Ea	USDD	9	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 3,029.40	
	Ea	USDD	7	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 793.80	
	Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,336.75	\$ 3,003.07	no charge	

STATION 06		System:	\$ 33,970.71
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,970.71

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

## STATION 07

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25
Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.60	No Charge

### STATION SYSTEM CONTROLLER

Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60

### STATION SYSTEM PERIPHERAL COMPONENTS

Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95
Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08
Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.60	\$ 1,417.60
Ea	USDD	8	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,692.80
Ea	USDD	10	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,134.00
Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.60

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,299.77	\$ 2,969.79	no charge	

STATION 07		System:	\$ 33,637.93
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,637.93

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US DIC 0

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

**QUOTE**DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:

City of Lubbock, TX

Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4

STATION-LEVEL

**STATION 08**

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX LBBK.FS1-20.FSA.DWG

**STATION SYSTEM LICENSES**

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

**STATION SYSTEM CONTROLLER**

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

**STATION SYSTEM PERIPHERAL COMPONENTS**

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	8	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,692.80	
	Ea	USDD	9	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,020.60	
	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,346.50	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	(STANDARD) 1st YEAR WARRANTY & SUPPORT	\$ 3,287.17	\$ 2,958.45	no charge	
	YR	USDD	0.0	RS-AYR-STD	(STANDARD) EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,287.17	\$ 2,958.45	\$ -	

STATION 08		System:	\$ 33,524.53
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,524.53

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# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4

### STATION-LEVEL

## STATION 09

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,019.60	
	Ea	USDD	8	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 907.20	
	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.50	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,600.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	\$ -	

STATION 09		System:	\$ 32,737.93
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 32,737.93

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# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

### STATION 10

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX LBBK.FS1-20.FSA.DWG

#### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

#### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

#### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,019.60	
	Ea	USDD	8	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 907.20	
	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.50	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	\$ -	

STATION 10		System:	\$ 32,737.93
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 32,737.93

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# US DIGITAL DESIGNS

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Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

## STATION 11

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,019.60	
	Ea	USDD	9	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,020.60	
	Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,249.75	\$ 2,924.77	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,249.75	\$ 2,924.77	\$ -	

STATION 11		System:	\$ 33,187.71
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,187.71

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSDSP v4

STATION-LEVEL

### STATION 12

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

STATION SYSTEM LICENSES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

STATION SYSTEM CONTROLLER									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	10	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 3,366.00	
	Ea	USDD	4	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 453.60	
	Ea	USDD	7	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 2,354.63	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,411.10	\$ 3,069.99	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,411.10	\$ 3,069.99	\$ -	

STATION 12		System:	\$ 34,639.86
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 34,639.86

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# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01082025FSADSP v4

### STATION-LEVEL

## STATION 13

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.60	
	Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,019.60	
	Ea	USDD	8	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 907.20	
	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.60	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	\$ -	

STATION 13		System:	\$ 32,737.93
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 32,737.93

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# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

### STATION 14

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

#### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

#### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

#### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	T&D	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	T&D	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,019.60	
	Ea	USDD	8	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 907.20	
	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.60	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,199.77	\$ 2,879.79	\$ -	

STATION 14		System:	\$ 32,737.93
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 32,737.93

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# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 6/4/2025

Quote SUBMITTED TO  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

## STATION 15

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	7	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.80	\$ 2,356.20	
	Ea	USDD	11	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,247.40	
	Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,312.35	\$ 2,981.11	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,312.35	\$ 2,981.11	\$ -	

STATION 15		System:	\$ 33,751.11
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 33,751.11

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIC 0  
 1835 E. Sixth St. Suite #27  
 Tempe, Arizona 85281  
 877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 2/3/2025  
 Expires: 5/4/2025

Quote SUBMITTED TO:  
 City of Lubbock, TX  
 Lubbock Fire Department

## REF PROPOSAL

TX-LBBK01062025FSADSP v4

## STATION-LEVEL

# STATION 16

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

## STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

## STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

## STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	7	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,356.20	
	Ea	USDD	15	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,701.00	
	Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,362.75	\$ 3,026.47	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,362.75	\$ 3,026.47	\$ -	

STATION 16		System:	\$ 34,204.71
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 34,204.71

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

### STATION 17

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

#### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

#### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

#### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	9	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 3,029.40	
	Ea	USDD	9	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,020.60	
	Ea	USDD	5	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,681.88	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,600.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,361.95	\$ 3,025.75	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,361.95	\$ 3,025.75	\$ -	

STATION 17		System:	\$ 34,197.51
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 34,197.51

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.



# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4

### STATION-LEVEL

## STATION 18

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

STATION SYSTEM LICENSES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

STATION SYSTEM CONTROLLER									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	9	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 3,029.40	
	Ea	USDD	13	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,474.20	
	Ea	USDD	6	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 2,018.25	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,600.00	\$ 2,600.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,449.72	\$ 3,104.75	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,449.72	\$ 3,104.75	\$ -	

STATION 18		System:	\$ 34,987.48
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 34,987.48

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

### REF PROPOSAL

TX-LBBK01062025FSADSP v4

### STATION-LEVEL

## STATION 19

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

### STATION SYSTEM LICENSES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

### STATION SYSTEM CONTROLLER

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

### STATION SYSTEM PERIPHERAL COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	8	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,692.80	
	Ea	USDD	16	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,814.40	
	Ea	USDD	6	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 2,018.25	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,450.12	\$ 3,105.11	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,450.12	\$ 3,105.11	\$ -	

STATION 19		System:	\$ 34,991.08
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 34,991.08

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# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

# QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4 STATION-LEVEL

## STATION 20

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX\_LBBK.FS1-20.FSA.DWG

STATION SYSTEM LICENSES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,102.50	\$ 992.25	\$ 992.25	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.60	No Charge	

STATION SYSTEM CONTROLLER									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-E	Rack Mount Ears for ATX or EXP	\$ 74.00	\$ 66.60	\$ 66.60	

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	TBD	1	AMP-70V	Audio Amplifier, External, Standard	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
	Ea	TBD	1	AMP-S	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	\$ 91.20	\$ 82.08	\$ 82.08	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.60	\$ 1,417.60	
	Ea	USDD	11	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 3,702.60	
	Ea	USDD	0	SPK-LED-SM	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	\$ 374.00	\$ 336.60	\$ -	
	Ea	USDD	16	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 1,814.40	
	Ea	USDD	6	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 126.00	\$ 113.40	\$ 680.40	
	Ea	USDD	1	STR-2	G2 Strobe Light / Red LED	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	\$ -	\$ -	\$ -	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,777.78	\$ 2,500.00	\$ 2,500.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,111.11	\$ 1,000.00	\$ 1,000.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 444.44	\$ 400.00	\$ 400.00	
	Ea	USDD	1	ST-DM	Station Documentation	\$ 44.44	\$ 40.00	\$ 40.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	0.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,479.82	\$ 3,131.84	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 3,479.82	\$ 3,131.84	\$ -	

STATION 20		System:	\$ 35,258.38
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 35,258.38

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# US DIGITAL DESIGNS

1835 E. S; USDD-LCD-SIGN  
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

## QUOTE

DATE: 2/3/2025

Expires: 5/4/2025

Quote SUBMITTED TO:

City of Lubbock, TX

Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4

### Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
<b>SUBTOTAL</b>		<b>65,187.00</b>
<b>Includes:</b>	PRIMARY DISPATCH G2 FSA SYSTEM :	65,187.00
	PRIMARY DISPATCH MOBILE APP SERVICE :	-
	PRIMARY DISPATCH MAPPING SERVICE :	-
	PRIMARY DISPATCH WARRANTY & SUPPORT :	-
	PRIMARY DISPATCH G2 FSA SYSTEMESTIMATED TAX:	-
<b>STATION-LEVEL SUBTOTAL</b>		<b>666,049.18</b>
<b>Includes:</b>	STATION 01 SYSTEM:	47,519.59
	STATION 01 WARRANTY & SUPPORT:	-
	STATION 01 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 02 SYSTEM:	43,608.09
	STATION 02 WARRANTY & SUPPORT:	-
	STATION 02 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 03 SYSTEM:	32,744.91
	STATION 03 WARRANTY & SUPPORT:	-
	STATION 03 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 04 SYSTEM:	33,974.08
	STATION 04 WARRANTY & SUPPORT:	-
	STATION 04 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 05 SYSTEM:	33,637.71
	STATION 05 WARRANTY & SUPPORT:	-
	STATION 05 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 06 SYSTEM:	33,970.71
	STATION 06 WARRANTY & SUPPORT:	-
	STATION 06 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 07 SYSTEM:	33,637.93
	STATION 07 WARRANTY & SUPPORT:	-
	STATION 07 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 08 SYSTEM:	33,524.53
	STATION 08 WARRANTY & SUPPORT:	-
	STATION 08 ESTIMATED TAX:	-



<b>Includes:</b>	STATION 09 SYSTEM:	32,737.93
	STATION 09 WARRANTY & SUPPORT:	-
	STATION 09 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 10 SYSTEM:	32,737.93
	STATION 10 WARRANTY & SUPPORT:	-
	STATION 10 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 11 SYSTEM:	33,187.71
	STATION 11 WARRANTY & SUPPORT:	-
	STATION 11 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 12 SYSTEM:	34,639.86
	STATION 12 WARRANTY & SUPPORT:	-
	STATION 12 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 13 SYSTEM:	32,737.93
	STATION 13 WARRANTY & SUPPORT:	-
	STATION 13 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 14 SYSTEM:	32,737.93
	STATION 14 WARRANTY & SUPPORT:	-
	STATION 14 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 15 SYSTEM:	33,751.11
	STATION 15 WARRANTY & SUPPORT:	-
	STATION 15 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 16 SYSTEM:	34,204.71
	STATION 16 WARRANTY & SUPPORT:	-
	STATION 16 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 17 SYSTEM:	34,197.51
	STATION 17 WARRANTY & SUPPORT:	-
	STATION 17 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 18 SYSTEM:	34,987.48
	STATION 18 WARRANTY & SUPPORT:	-
	STATION 18 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 19 SYSTEM:	34,991.08
	STATION 19 WARRANTY & SUPPORT:	-
	STATION 19 ESTIMATED TAX:	-
<b>Includes:</b>	STATION 20 SYSTEM:	35,258.38
	STATION 20 WARRANTY & SUPPORT:	-
	STATION 20 ESTIMATED TAX:	-

**US Digital Designs System Total: \$ 731,236.18**

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty.



## OPTIONS

<b>Includes:</b>	OPTIONAL SPARES SYSTEM:	2,317.50
	OPTIONAL SPARES WARRANTY & SUPPORT:	-
	Combined Shipping Single Location	8,157.23

## ANNUAL SUPPORT

<b>TOTAL ANNUAL SUPPORT</b>	<b>\$</b>	<b>63,650.38</b>
Primary Dispatch System	\$	2,915.55
Station 01 System	\$	3,094.08
Station 02 System	\$	3,966.81
Station 03 System	\$	2,880.49
Station 04 System	\$	3,003.41
Station 05 System	\$	2,969.77
Station 06 System	\$	3,003.07
Station 07 System	\$	2,969.79
Station 08 System	\$	2,958.45
Station 09 System	\$	2,879.79
Station 10 System	\$	2,879.79
Station 11 System	\$	2,924.77
Station 12 System	\$	3,069.99
Station 13 System	\$	2,879.79
Station 14 System	\$	2,879.79
Station 15 System	\$	2,981.11
Station 16 System	\$	3,026.47
Station 17 System	\$	3,025.75
Station 18 System	\$	3,104.75
Station 19 System	\$	3,105.11
Station 20 System	\$	3,131.84

# US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27  
Tempe, Arizona 85281  
877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 2/3/2025  
Expires: 5/4/2025

Quote SUBMITTED TO:  
City of Lubbock, TX  
Lubbock Fire Department

REF PROPOSAL

TX-LBBK01062025FSADSP v4

STATION-LEVEL

### OPTIONAL SPARES

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50	
	Ea	USDD	2	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 673.20	
	Ea	USDD	2	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 126.00	\$ 113.40	\$ 226.80	

OPTIONAL SPARES		System:	\$ 2,317.50
		Shipping:	\$ -
		Warranty & Support:	\$ -
		Estimated Tax:	\$ -
		STATION SUBTOTAL:	\$ 2,317.50

## **TERMS AND CONDITIONS OF USDD PRODUCT SALES**

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "**Terms and Conditions Effective Date**"), and supersede all prior versions covering the sale of products and related services (collectively, "**Products**", as defined more specifically below) by U.S. Digital Designs, Inc. ("**USDD**"). References to "**Customer**", "**you**", or "**your**" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

**ORDERS.** Orders (including any revised and follow-on orders) (each, an "**Order**") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

**REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

**QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

### **PAYMENT.**

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual purchase of the Products listed thereon will be facilitated using subject to USDD's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

### **SURCHARGES.**

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "**Surcharges**"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

**CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

**TAXES.** USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

**8. SHIPPING/DELIVERY/RISK OF LOSS.**

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

**LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated with, shipping any Product to USDD for repair. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

**SOFTWARE PRODUCTS.** All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

**INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

**REMOTE ACCESS TO THE SYSTEM.**

- 14.1. **Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. **Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

**GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

**DISPUTE RESOLUTION/ARBITRATION.** Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

**FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

**ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

**SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

**WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

**NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

**THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**



**INSURANCE REQUIREMENTS**  
**RFP 25-18465-LV Fire Station Alerting System**

**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.

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

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

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

**IMPORTANT: POLICY ENDORSEMENTS**

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

**REQUIRED PROVISIONS**

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

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

## NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management  
City of Lubbock  
1314 Avenue K, 9<sup>th</sup> 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.

**City of Lubbock, TX**  
**Capital Project**  
**February 13, 2025**

Capital Project Number: 92648

Capital Project Name: Zetron Fire Paging Replacement - FY 19-20

	<u><b>Budget</b></u>	
<i>Encumbered/Expended</i>		
Gannett Texas/New Mexico Local - advertising	\$ 238	
		\$ 238

*Agenda Item February 25, 2025*

US Digital Designs by Honeywell 731,236

***Encumbered/Expended To Date*** 731,474

*Estimated Costs for Remaining Appropriation*

Zetron Fire Paging Replacement 68,526

***Remaining Appropriation*** 68,526

**Total Appropriation** \$ 800,000



# CIP 92648 Zetron Fire Paging Replacement

## Replacement Infrastructure

Project Manager: James Brown - Radio Shop

### Project Scope

The Zetron fire paging system has been in place 18 to 20 years. It is used for Fire emergency call outs at the Fire Stations. The system puts out ramp up tones and announcements for Fires, Medical Emergencies and other information for fire runs. The system consists of two main consoles and 19 fire stations. In order to be International Organization for Standardization (ISO) compliant this type of system is required.

### Project Justification

The system is 18-20 years old and is at the end of its lifespan. The vendor will not repair the existing equipment so we have to purchase new equipment every time it is needed. Both consoles at fire dispatch are in need of replacement. The new systems have more options for the dispatch center to control.

### Project Highlights

#### Council Priorities Addressed:

### Project Dates

### Project History

- FY 2019-20 \$800,000 was appropriated by Ord. 2019-00129

### Project Location

Internal Project

### Project Appropriations

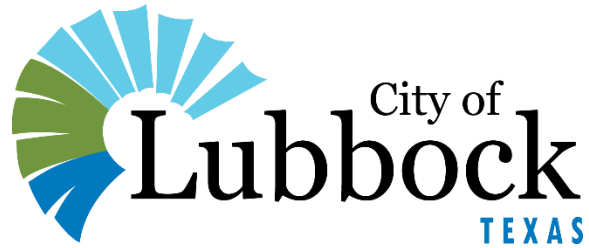
	Appropriation to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
Acquisition	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0

### Project Funding

	Funding to Date	2024 - 25 Budget	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget
General Fund Cash	\$85,405	\$0	\$0	\$0	\$0	\$0	\$0
General Fund CO Bonds	\$714,595	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$800,000	\$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



## **Purchasing and Contract Management**

### **Project Summary**

#### **RFP 25-18465-LV Fire Station Alerting System**

Notice was published in the Lubbock Avalanche Journal on December 1 & December 8, 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 29, 2024 to January 7, 2025.

9 individuals attended the pre-proposal meeting.

26 vendors downloaded the documents using Bonfire.com.

3 vendors were notified separately.

3 vendors submitted proposal(s).

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## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 1):** Consider Ordinance No. 2025-O0027, for Zone Case 3515, a request of Lubbock Habitat for Humanity, for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), at 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13.

### Item Summary

On February 11, 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 January 23, 2025, 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

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## Attachments

Ordinance 3515  
Staff Report 3515  
Documentation 3515



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3515; A ZONING CHANGE FROM MDR TO SF-2 ZONING DISTRICT AT 1719, 1721, 1723, AND 1725 21<sup>ST</sup> STREET, LOCATED SOUTH OF 21<sup>ST</sup> STREET AND EAST OF AVENUE S, MCCRUMMEN'S SECOND ADDITION, BLOCK 9, LOTS 10, 11, 12, AND 13, 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. 3515**

**SECTION 1. THAT** Ordinance No. 2023-00054 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 **MDR** to **SF-2** zoning district at **1719, 1721, 1723, and 1725 21<sup>st</sup> Street, located south of 21<sup>st</sup> Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13, 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/ZC3515  
January 23, 2025

Staff Report		Zone Case 3515
City Council Meeting		February 11, 2025

**Applicant** Lubbock Habitat for Humanity

**Property Owner** Lubbock Habitat for Humanity

**Council District** 1

**Prior Board or Council Action**

- February 8, 1921, Ordinance No. 197: The subject properties were annexed into city limits.
- March 13, 1941, Ordinance No. 661: The subject properties were zoned Two-Family District (B).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject properties were rezoned from Two-Family District (R-2) to Medium Density Residential District (MDR), with the adoption of the Unified Development Code.
- January 23, 2025, Zone Case 3515: The Planning and Zoning Commission recommended approval of a request for a zone change from MDR to Low Density Single-Family District (SF-2) by a vote of 8-0-0.

**Notification Summary**

- Notifications Sent: 73
- Received In Favor: 3
- Received In Opposition: 0

**Site Conditions and History**

The subject properties were platted on April 15, 1909 as McCrummen's Second Addition, Block 9, Lots 10, 11, 12 and 13. Our earliest records show existing houses on each lot in 1947. By 2002 all structures were demolished and replaced by a parking lot.

**Adjacent Property Development**

The surrounding properties are zoned MDR to the west, south, and east, with Heavy Commercial District (HC) to the north. There is a self-storage facility to the north, and homes to the west, south, and east.

**Zoning Request and Analysis**

*Item Summary*

The subject properties are addressed as 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13. The applicant is requesting a zone change from MDR to Low Density Single-Family District (SF-2).

**Current zoning:** Medium Density Residential District (MDR)

**Requested zoning:** Low Density Single-Family District (SF-2)

*Intent Statements*

The intent of the existing Medium Density Residential District (MDR) is "to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes."

The intent 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.

*Traffic Network/Infrastructure Impacts*

The location is along 21<sup>st</sup> Street and Avenue S which are designated as Local Streets 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 zone change is compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Low Density Residential land uses. The 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 proposed use.

*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](mailto:sspencer@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 3515



**Allowable Uses:** [Low Density Single-Family District \(SF-2\)](#)

**Transportation:** The proposed development has points of access from Avenue S and 21<sup>st</sup> Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Avenue S, Local Street	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 30 feet, 2 lane, undivided, paved.
21 <sup>st</sup> Street, Local Street	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 30 feet, 2 lane, undivided, paved.

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### District 1

3.1 **Zone Case 3515:** Lubbock Habitat for Humanity, request for a zone change from Medium Density Residential District (MDR) to Low Density Single-Family District (SF-2), at:

- 1719, 1721, 1723, and 1725 21st Street, located south of 21st Street and east of Avenue S, McCrummen's Second Addition, Block 9, Lots 10, 11, 12, and 13.

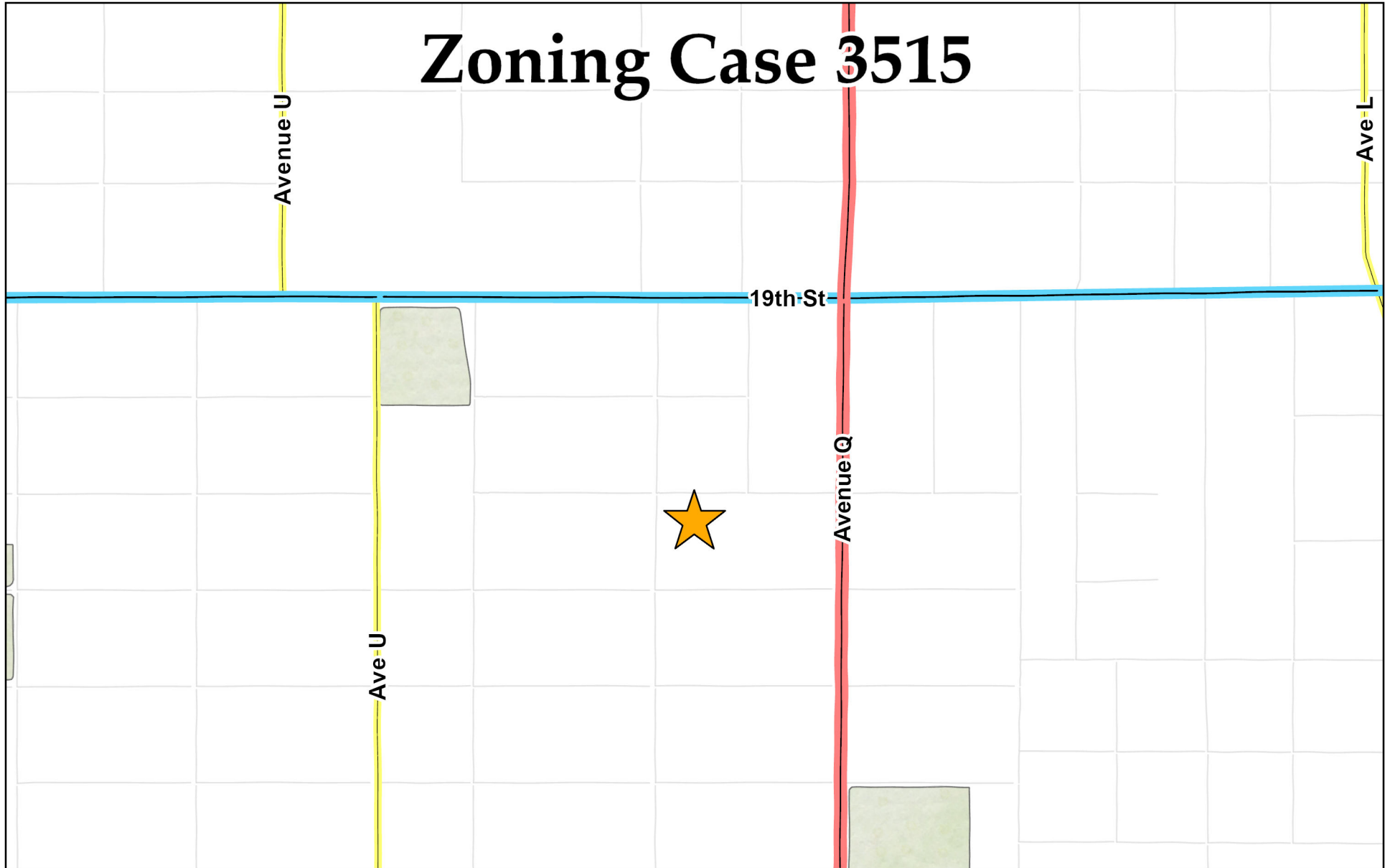
**PLANNER SHANE SPENCER** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT CAMERON MADISON**, with JDMA Architects, 2720 82<sup>nd</sup> Street, representing Habitat for Humanity, 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 3515**, a motion was made by **TANNER NOBLE** 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 3515





## Collector

-  Completed
-  Partial
-  Future



## Minor Arterial

-  Completed
-  Partial
-  Future




## Modified Arterial

-  Partial
-  Future

## Principal Arterial

-  Completed
-  Partial
-  Future

## Freeway

-  Completed
-  Partial
-  Proposed Outer Loop







Date Exported: December 2024

# PZC Mailout Notifications Received



## Legend

- LocatorPnt3515
-  MailoutBuffer3515\_200ft
-  MailoutBuffer3515\_400ft
- Notification Result**
-  In Favor
-  Opposed

Created by Planning Department  
Date: 12/31/2024



# Zoning Case 3515

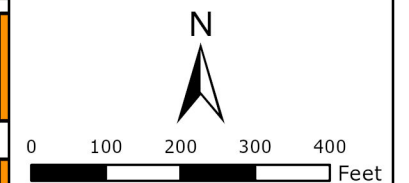




# Current Zoning 3515

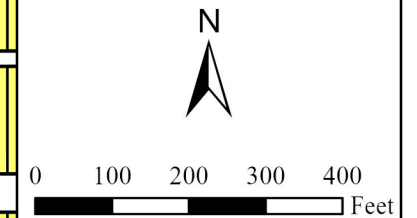
## Zoning Districts

- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Light Industrial (LI)
- Medium Density Residential (MDR)
- General (MU-3)
- Neighborhood Commercial (NC)





- **Commercial**
- **Mixed Use**
- **Public/ Semi-Public**
- **Residential Low Density**
- **Residential Medium Density**



Date Exported: December 2024

3515



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: SOUTHEAST CORNER OF 21ST AND AVENUE S (HEART OF LUBBOCK DISTRICT)

Lots/Tracts: LOTS 10, 11, 12, 13 OF BLOCK 9 MCCRUMMENS SECOND ADDITION

Survey & Abstract: (SEE ATTACHED SHEETS)

Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 0.60 ACRES

Existing Land Use: PAVED PARKING LOT Existing Zoning: MEDIUM DENSITY RESIDENTIAL (MDR)

Requested Zoning: LOW DENSITY SINGLE FAMILY (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: LUBBOCK HABITAT FOR HUMANITY

Owner: CHRISTY REEVES

Address: 3630 50TH STREET City: LUBBOCK State: TEXAS

ZIP Code: 79413 Telephone: 806-763-4663 Email: [REDACTED]

Property Owner's Signature: [Signature]

Date: 11-18-24 Printed Name: Christy Reeves

**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](mailto:cityplanning@mylubbock.us).

Have you provided a written explanation of what you are asking for and why? You may attach the letter on a separate sheet of paper.

WE ARE REQUESTING A ZONING CHANGE FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO LOW DENSITY SINGLE FAMILY (SF2). THE TRACT WAS DONATED TO HABITAT FOR HUMANITY SPECIFICALLY TO BUILD AFFORDABLE HOUSING FOR DISABLED VETERANS. WE PLAN TO BUILD FIVE NEW TOWNHOMES FOR THIS PURPOSE, BUT THERE IS A REQUIREMENT WITHIN THE MDR ZONE THAT 5% OF THE PROPERTY SHALL BE DEDICATED TO COMMON OPEN SPACE. THIS REQUIREMENT CANNOT BE MET FOR THIS TYPE OF PROJECT SINCE IT IS NOT AN APARTMENT, H.O.A. OR ANY OTHER TYPE OF ASSOCIATION. IF APPROVED FOR THIS CHANGE, THE DEDICATED COMMON OPEN SPACE WOULD NOT BE REQUIRED FOR THE PROPOSED ZONE.

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

**Deed without Warranty**

**Date:** \_\_\_\_\_, 2023

**Grantor:** Lubbock Storage Conversion, L.L.C., a Delaware limited liability company

**Grantor's Mailing Address:**

2901 Butterfield Road  
Oak Brook, Illinois 60523

**Grantee:** Lubbock Habitat For Humanity, Inc., a Texas corporation

**Grantee's Mailing Address:**

3630 50th Street  
Lubbock, Texas 79413

**Consideration:**

One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

LOTS TEN (10), ELEVEN (11), TWELVE (12), and THIRTEEN (13), all in BLOCK NINE (9), McCrummen's Second Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 26, Page 60 of the Official Public Records of Lubbock County, Texas.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

SUBJECT TO Lease Agreement dated January 21, 2021 by and between Lubbock GM Properties, LLC (Landlord) and New Cingular Wireless PCS, LLC (Tenant) as evidenced by Memorandum of Lease recorded in Document No. 2021003530 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO Underground Electric Line Easement granted to the City of Lubbock in instrument of record in Volume 919, Page 33 of the Official Public Records of Lubbock County, Texas. (As to TRACT III only).

SUBJECT TO the following matters as shown on Survey performed January 10, 2022, and any subsequent revisions to same, by Brian Salter, Texas RPLS No. 5597, of CROSSROADS SURVEYING, LLC, under Job No. 202143545-1: power poles.

SUBJECT TO all leases, grants, exceptions, or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Official Public Records of Lubbock County, Texas.

SUBJECT TO any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

SUBJECT TO standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

SUBJECT TO rights of tenants, if any, under any prior unrecorded and unexpired residential leases with no rights of first offer or refusal or options to purchase all or any portion of the Property.

Liens described as part of the Consideration and any other liens described in this Deed without Warranty (this "Deed") as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

This Deed shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Texas.

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

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of the date set forth in the acknowledgement below, but is effective as of the date first written above.

**GRANTOR:**

Lubbock Storage Conversion, L.L.C.,  
a Delaware limited liability company

By: IPC Self-Storage Redevelopment Fund, L.L.C.,  
a Delaware limited liability company,  
its sole member

By: IPC Self-Storage Conversion Manager, L.L.C.,  
a Delaware limited liability company,  
its manager

By: Inland Private Capital Corporation,  
a Delaware corporation,

its sole member

By: \_\_\_\_\_

Name: Joseph E. Binder

Title: Executive Vice President

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Joseph E. Binder as the Executive Vice President of Inland Private Capital Corporation, a Delaware corporation, in its capacity as the sole member of IPC Self-Storage Conversion Manager, L.L.C., a Delaware limited liability company, in its capacity as the manager of IPC Self-Storage Redevelopment Fund, L.L.C., a Delaware limited liability company, in its capacity as the sole member of Lubbock Storage Conversion, L.L.C., a Delaware limited liability company.

\_\_\_\_\_  
Notary Public

AFTER RECORDING RETURN TO:

Lubbock Habitat For Humanity, Inc.  
3630 50th Street  
Lubbock, Texas 79413  
Attn: Christy Reeves, Executive Director

(01339224 v1)



© Customer(s) subject for Humanity Projects 24-6831\_Leds 10-13 McCummers\_Rearney/KentCJ1214.MMS Boundary shop



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.: **3515**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

DAVIS HUTTON INVESTMENTS, LLC

Signature:

*[Handwritten Signature]*

Address:

4014 110th ST, Lubbock TX 79423

Address of Property Owned:

1903 22nd Street

Phone Number:

806 790 1682

Email:

[Redacted]

Zone Case Number: **3515**

R109673

Recipient 41 of 73

DAVIS HUTTON INVESTMENTS LLC

4014 110TH ST

LUBBOCK TX 79423

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:**      **P&Z Case No.: 3515**

*In Favor*      ☒

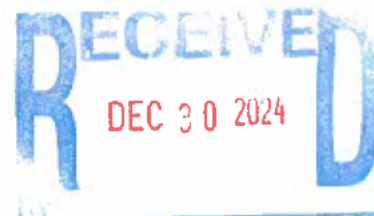
*Opposed*      ☐

**Reasons and/or Comments:**

Print Name Donny L Goodpasture Eva J Goodpasture  
Signature: Donny L Goodpasture Eva J Goodpasture  
Address: 4002 16th St. Apt. 4408 Lubbock TX 79416  
Address of Property Owned: 2102 Ave Q  
Phone Number: 806-789-2120  
Email: [REDACTED]

Zone Case Number: **3515**      R108162  
GOODPASTURE DONNY L & EVA J  
4002 16th ST      APT 4408  
LUBBOCK      TX      79416-6058

Recipient 10 of 73





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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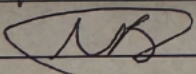
**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:**      **P&Z Case No.:**      **3515**

*In Favor*        X  

*Opposed*            

**Reasons and/or Comments:**

Development like this will help improve property values. Hopefully with better zoning like this, we can cut down on the homeless drug addicts which plague this side of town. You need to kick those fools out of the storage units they inhabit on 20<sup>th</sup> street.

Print Name: NATHAN BREWER  
Signature:   
Address: 1612 W. OLIVE AVE, FULLERTON, CA 92833  
Address of Property Owned: 1909 W. 20<sup>th</sup> St., Lubbock, TX  
Phone Number: 714-318-6688  
Email: [REDACTED]

Zone Case Number: **3515**

R60015

Recipient 12 of 73

BREWER NATHAN & MELISSA  
1612 W OLIVE AVE  
FULLERTON CA 92833

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## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2025-O0028, for Zone Case 1635-B, a request of Mr. T's Auto Sales, LLC, for a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC), at 4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A.

### Item Summary

On February 11, 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 January 23, 2025, 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

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## Attachments

Ordinance 1635-B  
Staff Report 1635-B  
Documentation 1635-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. 1635-B; A ZONING CHANGE FROM MDR TO HC ZONING DISTRICT AT 4412 AVENUE Q, LOCATED NORTH OF 45TH STREET AND WEST OF AVENUE Q, SYFRETT ADDITION, BLOCK 5, LOT 2A, 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. 1635-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 **MDR** to **HC** zoning district at **4412 Avenue Q, located north of 45th Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A, 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** \_\_\_\_\_.

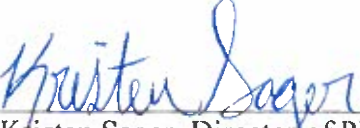
**Passed by the City Council on second reading on** \_\_\_\_\_.

\_\_\_\_\_  
**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/ZC1635-B  
January 23, 2025

Staff Report		Zone Case 1635-B
City Council Meeting		February 11, 2025

**Applicant** Mr T's Auto Sales, LLC

**Property Owner** Mr T's Auto Sales, LLC

**Council District** 2

**Prior Board or Council Action**

- December 15, 1949, Ordinance No. 948: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- May 22, 1952, Zone Case 0355, Ordinance No.1216: The subject property was rezoned from R-1 to Two-Family District (R-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-2 to Medium Density Residential District (MDR) with the adoption of the Unified Development Code.
- January 23, 2025, Zone Case 1635-B: The Planning and Zoning Commission recommended approval of a zone change from MDR to HC by a vote of 8-0-0.

**Notification Summary**

- Notifications Sent: 47
- Received In Favor: 1
- Received In Opposition: 2

**Site Conditions and History**

The subject property is addressed as 4412 Avenue Q. The property was platted as Syfrett Addition, Block 5, Lot 2A on October 17, 1959 and is currently developed with a storage building.

**Adjacent Property Development**

The properties to the west and north are developed with duplexes and single-family homes, while a church is located to the south, all zoned as MDR. To the east, the area is developed with a mix of commercial properties zoned as Heavy Commercial District (HC).

**Zoning Request and Analysis**

*Item Summary*

The subject property is addressed as 4412 Avenue Q, located north of 45<sup>th</sup> Street and west of Avenue Q. The applicant requests a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC).

**Current zoning:** Medium Density Residential District (MDR)

**Requested zoning:** Heavy Commercial District (HC)

*Intent Statements*

The purpose of the current MDR zoning is “to provide for a village neighborhood environment of smaller-sized lots, to include dwellings such as duplexes, townhouses, and multiplexes.”

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.”

*Traffic Network/Infrastructure Impacts*

The property is located north of 45<sup>th</sup> Street, which is designated as a local street and west of Avenue Q which is designated as a Principal Arterial by the Master Thoroughfare Plan, 2018. Local Streets typically provide access to smaller, destination oriented areas. Principal Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

*Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Commercial land uses. The proposed zone change to HC is in conformance with this designation and is appropriate at this location, being adjacent to existing HC zoning.

*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 zoning of HC district, as it would not change the characteristics of the existing neighborhood.

*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](mailto:cassiebermea@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)



## Case Information: Zone Case 1635-B



**Allowable Uses:** [Heavy Commercial District \(HC\)](#)

**Transportation:** The proposed development has points of access from 45<sup>th</sup> Street and Avenue Q.

Thoroughfare	Existing	Per Thoroughfare Development Plan
45 <sup>th</sup> Street, <i>Local Street, Complete</i>	R.O.W. 48 feet, two-lane, undivided, paved	R.O.W. 48 feet, two-lane, undivided, paved
Avenue Q, <i>Principal Arterial, Complete</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

#### District 2

3.2 **Zone Case 1635-B:** Mr. T's Auto Sales, LLC, request for a zone change from Medium Density Residential District (MDR) to Heavy Commercial District (HC), at:

- 4412 Avenue Q, located north of 45<sup>th</sup> Street and west of Avenue Q, Syfrett Addition, Block 5, Lot 2A.

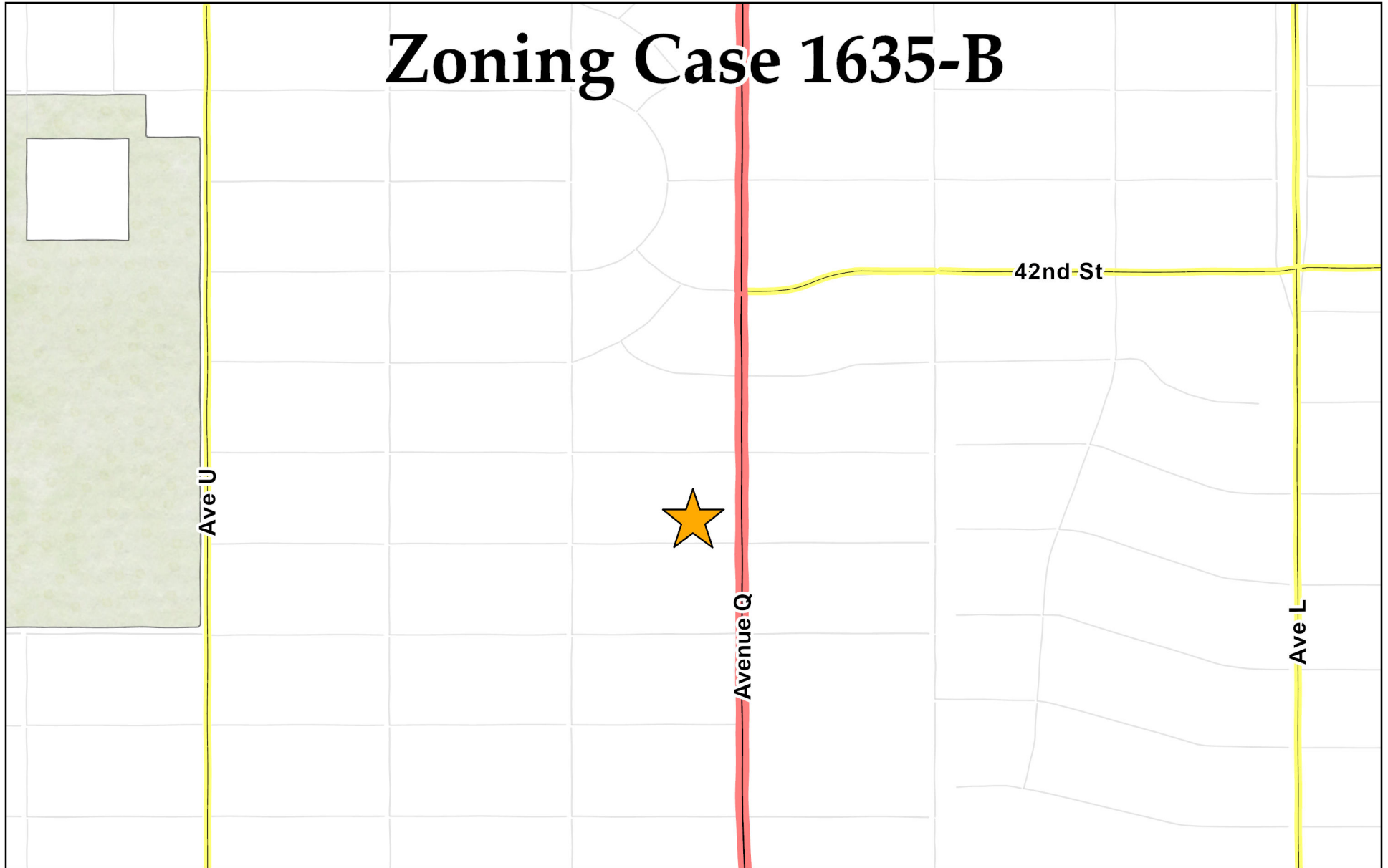
**PLANNER CASSIE BERMEA** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT TODD POOL**, 4412 Avenue Q, 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 1635-B**, a motion was made **BRANDON HARDAWAY** and seconded by **TAREK REDWAN** 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 1635-B





## Collector

-  Completed
-  Partial
-  Future



## Minor Arterial

-  Completed
-  Partial
-  Future




## Modified Arterial

-  Partial
-  Future

## Principal Arterial

-  Completed
-  Partial
-  Future

## Freeway

-  Completed
-  Partial
-  Proposed Outer Loop



Date Exported: December 2024

# PZC Mailout Notifications Received



## Legend

- LCAD.DBO.TaxParcel
  - LocatorPnt1635B
  - MailoutBuffer1635B\_200ft
  - MailoutBuffer1635B\_400ft
  - <all other values>
- ### Notification Result
- In Favor
  - No Feedback
  - Opposed

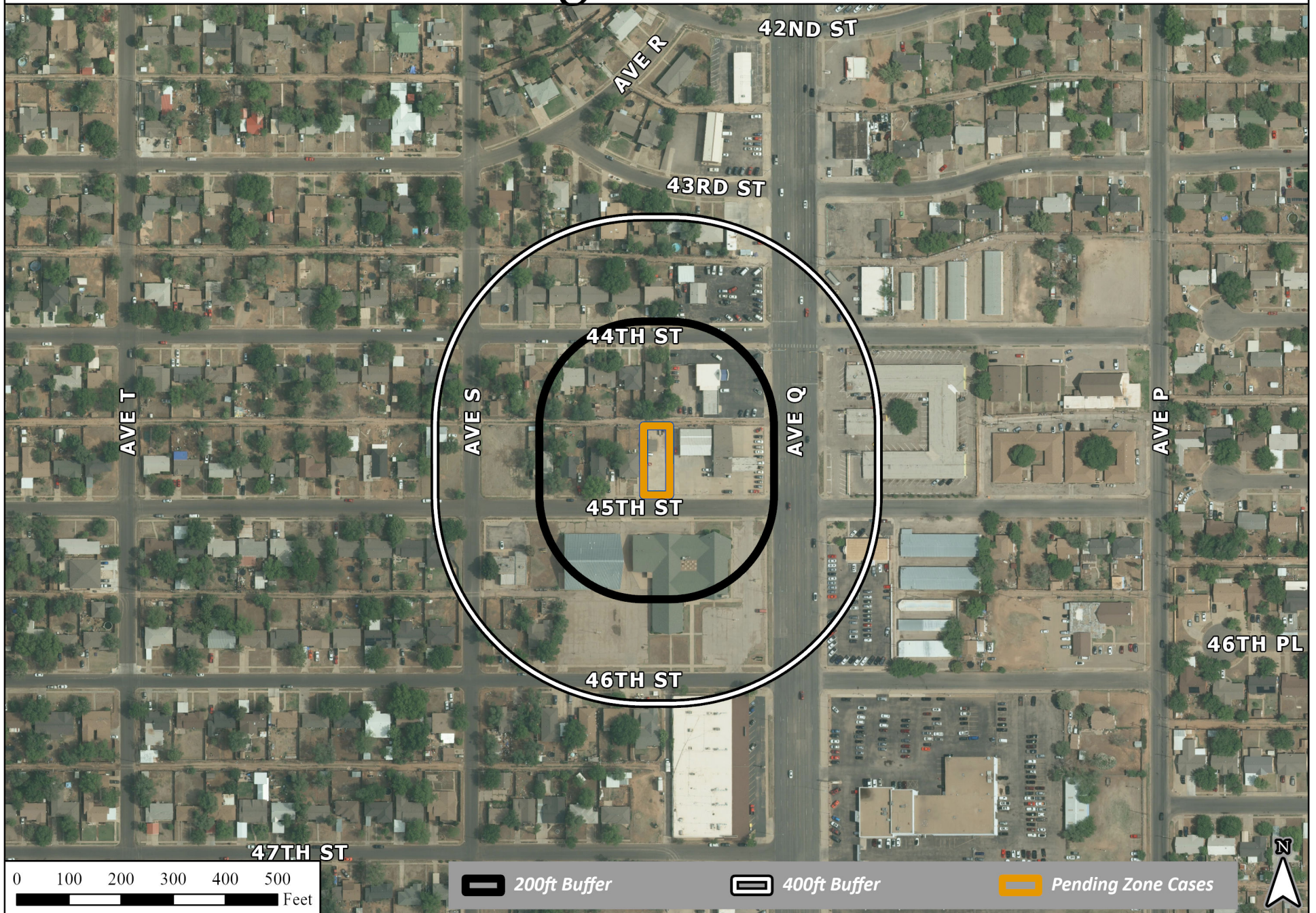


0 125 250 500 Feet

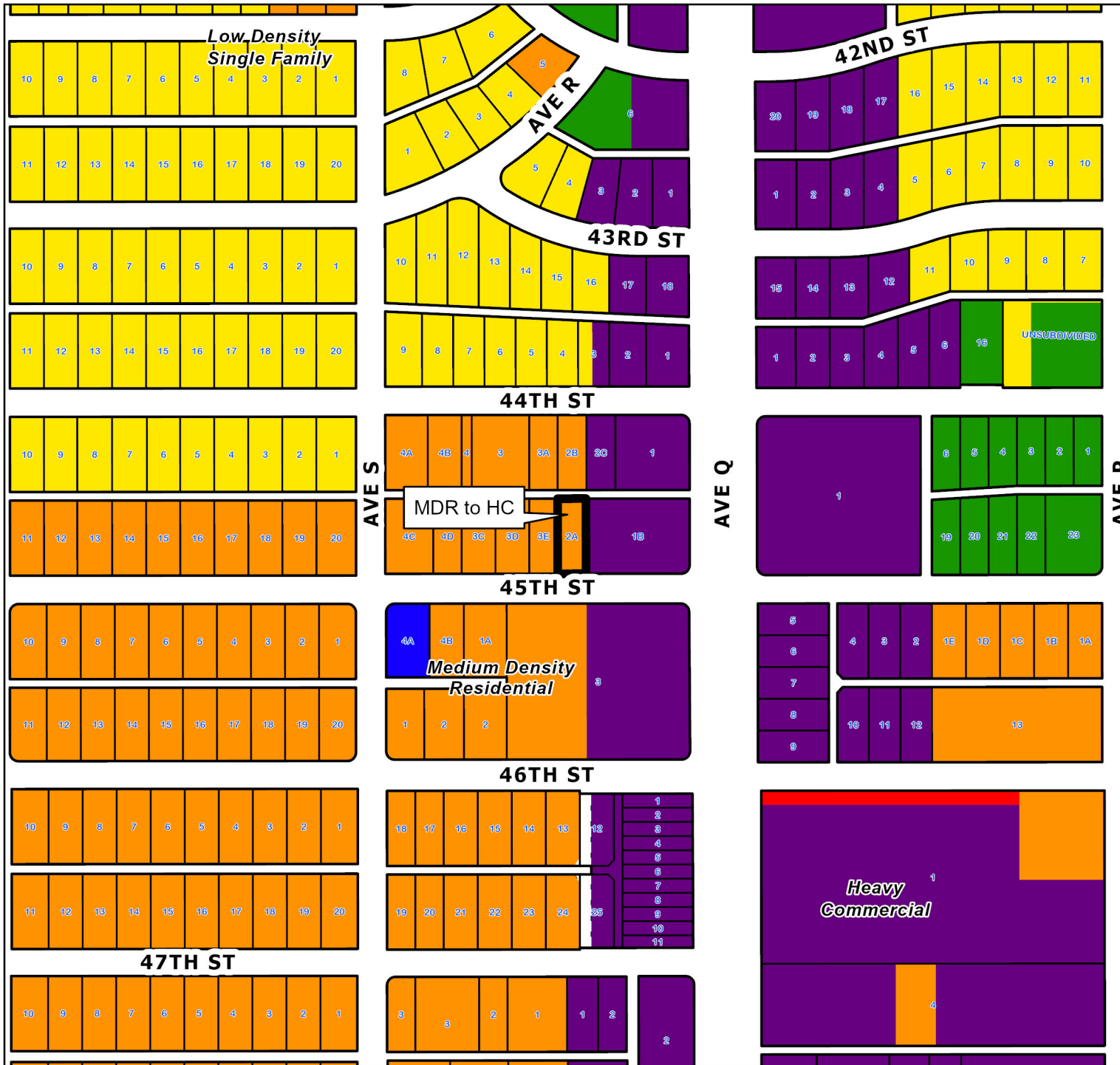
Created by Planning Department  
Date: 1/13/2025



# Zoning Case 1635-B



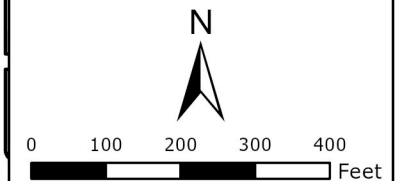


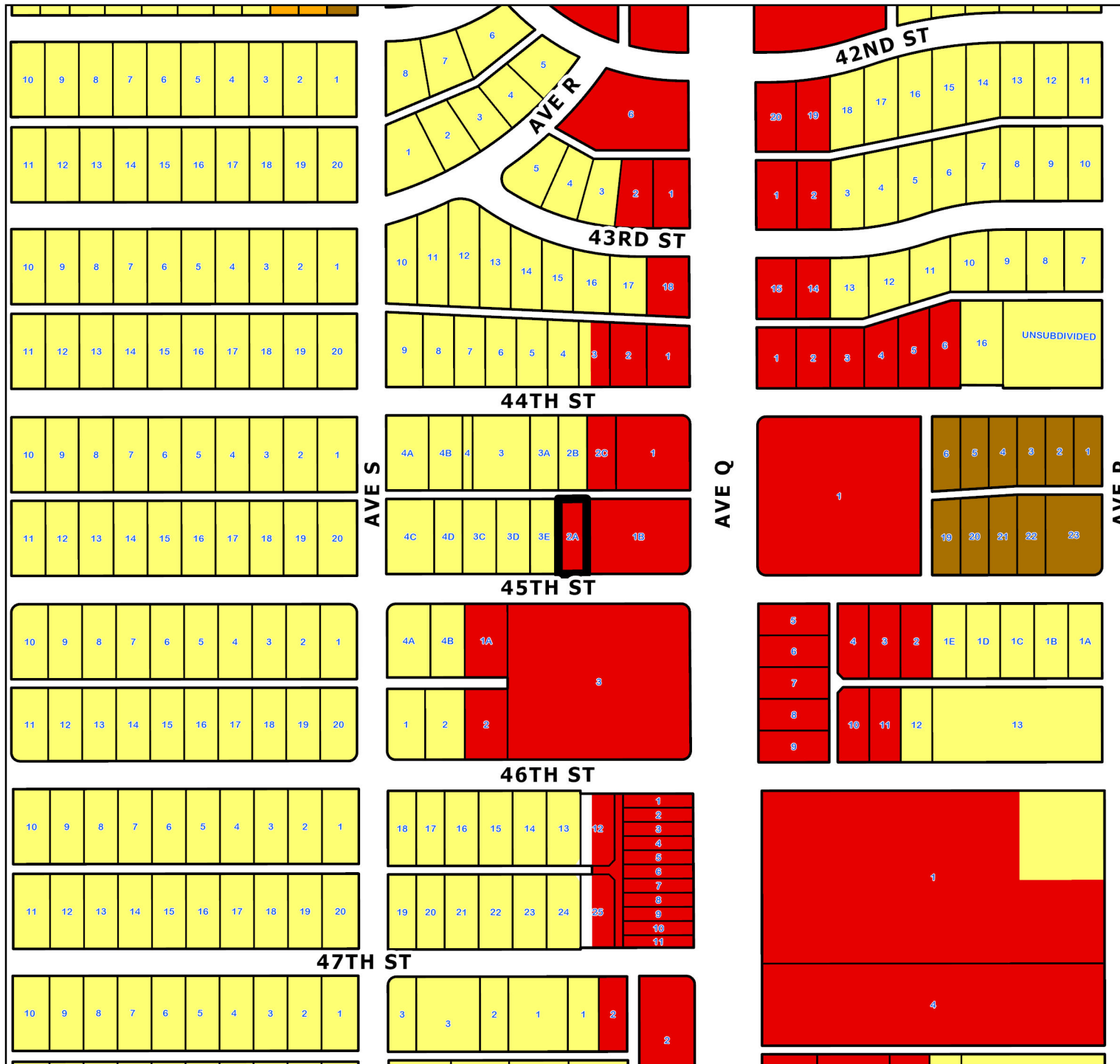


# Current Zoning 1635-B

## Zoning Districts

- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Office (OF)
- Low Density Single Family (SF-2)





## Future Land Use Plan Case 1635-B

- Commercial
- Residential Low Density
- Residential Medium Density
- Residential High Density



0 100 200 300 400 Feet



Date Exported: December 2024



East View



South View



West View.



North View.—Subject Property

1635-B











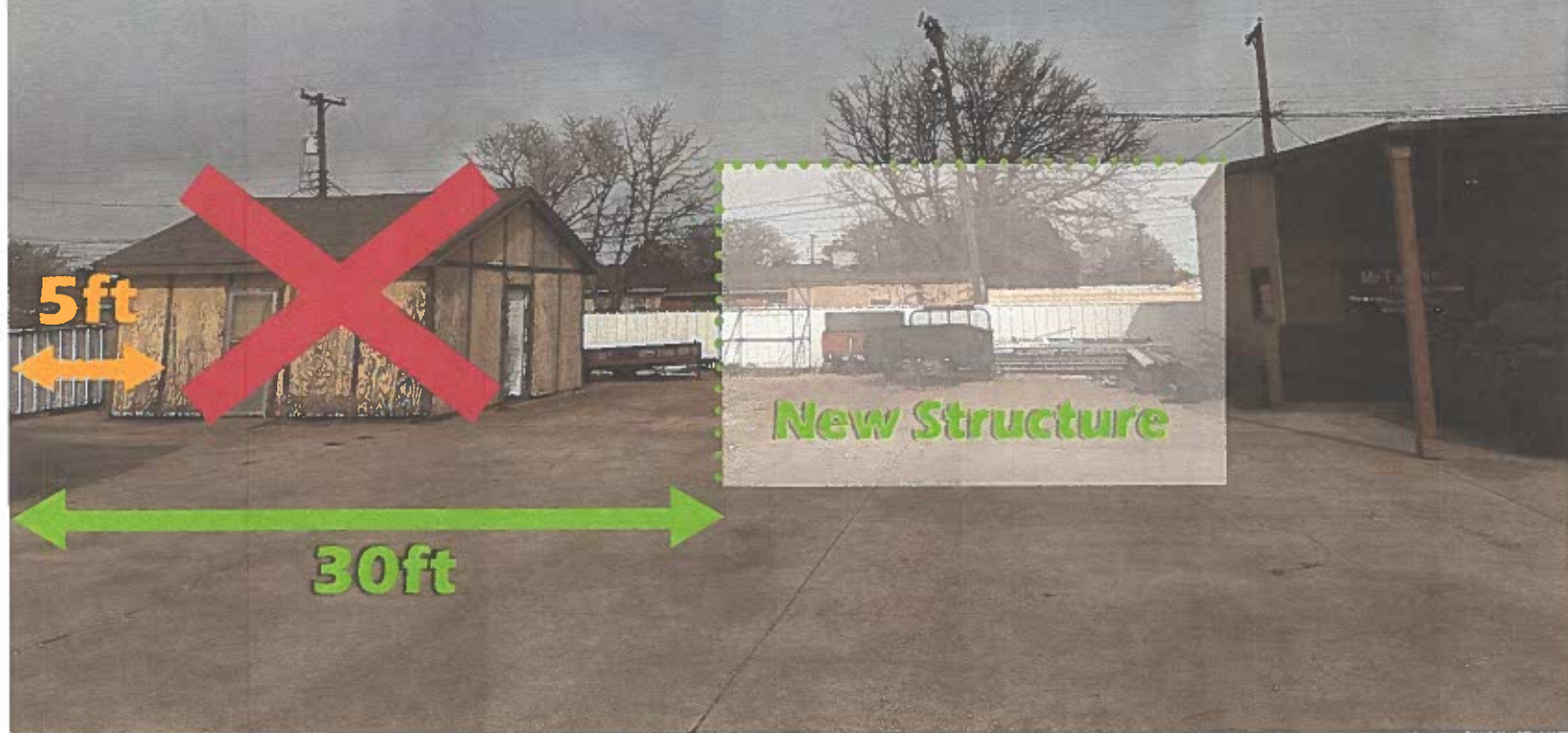








# IMPROVEMENT PLAN





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 4412 Ave 9  
Lots/Tracts: \_\_\_\_\_  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: \_\_\_\_\_  
Existing Land Use: MDR Existing Zoning: HC  
Requested Zoning: Merge two property districts together to add on to carlot  
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: Mr. T's Autos  
Owner: Todd Pool  
Address: 4412 Ave 9 City: Lubbock State: TX  
ZIP Code: 79412 Telephone: (806) 784-8808 Email: [REDACTED]  
Property Owner's Signature: [Signature]  
Date: 11/1/24 Printed Name: Todd Pool

**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@mvilubbock.us](mailto:cityplanning@mvilubbock.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.: **1635-B**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name Charles Bolton  
Signature: Charles Bolton  
Address: 1316 54<sup>th</sup>  
Address of Property Owned: 4320 - ave Q  
Phone Number: 806 535 3513  
Email: [REDACTED]

Zone Case Number: **1635-B** R49143

Recipient 36 of 47

BOLTON, CHARLES

PO BOX 3176

LUBBOCK TX 79452-3176

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1635-B**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

I believe that this not the place for bigger commercial. This is a residential area and if they need bigger, go somewhere else.

Print Name

Jesse Gonzales

Signature:

Jesse Gonzales

Address:

2307-91<sup>st</sup> Lubbock TX 79423

Address of Property Owned:

1713-44<sup>th</sup> Lubbock TX

Phone Number:

806-790-1439

Email:

Zone Case Number: **1635-B**

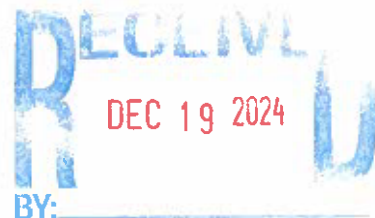
R125074

Recipient 8 of 47

1713 44TH DUPL

c/o FIFTY SECOND HOLDING 2307 91ST ST

LUBBOCK TX 79423





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.: **1635-B**

In Favor

Opposed

Reasons and/or Comments:

Print Name

Robert Lane

Signature:

*Robert Lane*

Address:

10915 W 85th Pl Arvada, CO 80005

Address of Property Owned:

~~10915~~ 1712 45th St. Lubbock, TX

Phone Number:

512-775-9645

Email:

Zone Case Number: **1635-B**

R125252

Recipient 18 of 47

NDTCO

FBO ROBERT LANE IRA

10915 W. 85th PL

ARVADA

CO 80005

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## Information

### Agenda Item

**Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2025-O0029, for Zone Case 2538-OO, a request of Mountain Top Engineering for Yolanda Vargas, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5.

### Item Summary

On February 11, 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 January 23, 2025, 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

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## Attachments

Ordinance 2538-OO  
Staff Report 2538-OO  
Documentation 2538-OO



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2538-OO; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 2210 RESEARCH BOULEVARD, LOCATED SOUTH OF 19TH STREET AND WEST OF RESEARCH BOULEVARD, ON APPROXIMATELY 4.11 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

**WHEREAS**, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 39.07.007 of the Unified Development Code, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

**ZONE CASE NO. 2538-OO**

**SECTION 1. THAT** Ordinance No. 2023-00054 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 **2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5, City of Lubbock, Lubbock County, Texas,** and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on \_\_\_\_\_.**

**Passed by the City Council on second reading on \_\_\_\_\_.**

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
Kristen Sager, Director of Planning

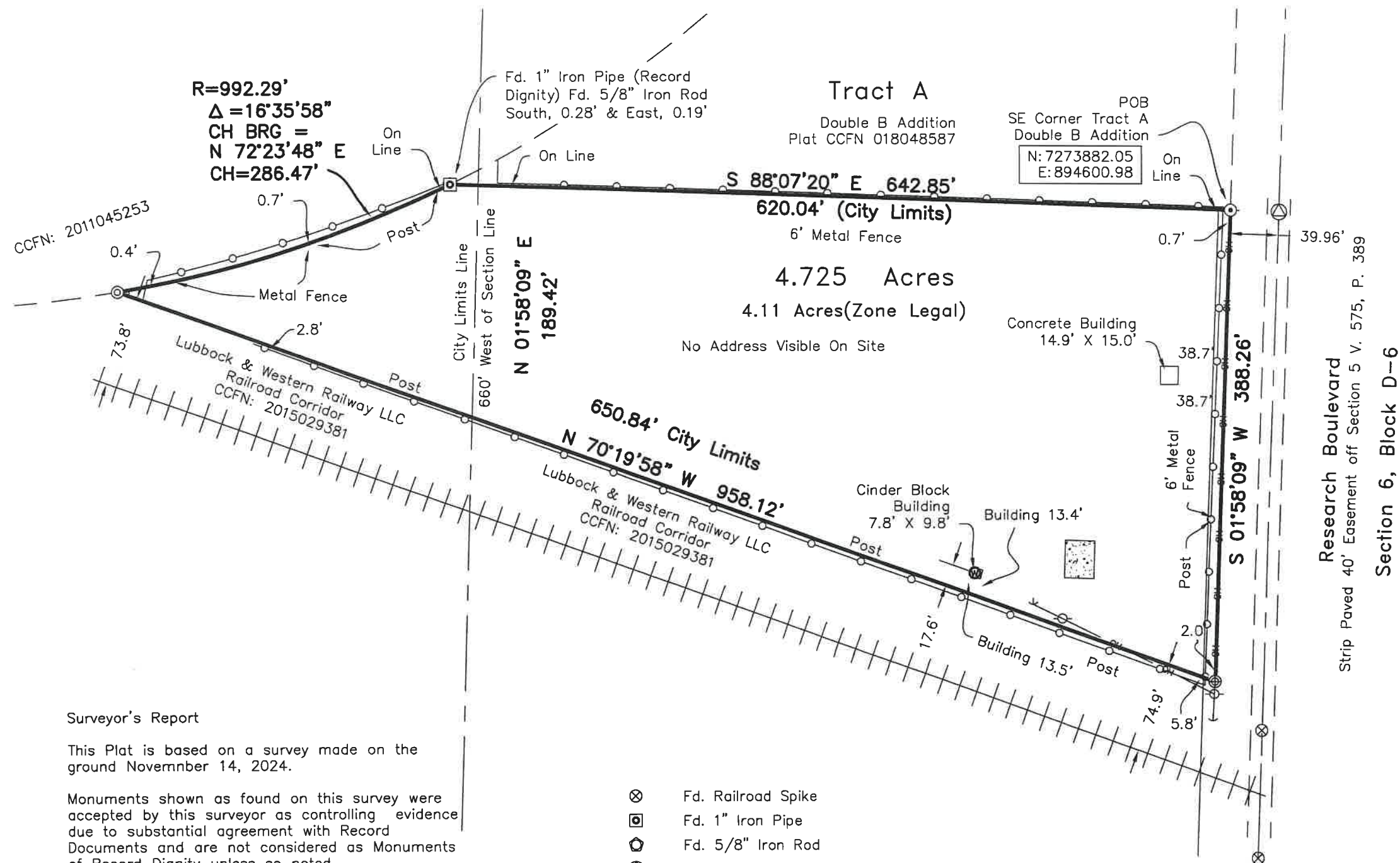
**APPROVED AS TO FORM:**

  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2538-OO  
January 23, 2025



4.725 Acre Tract out of Northeast Quarter (NE/4)  
of Section 5, Block D-6, Abstract 107, Brooks  
and Burleson Survey, Lubbock County, Texas,



## Surveyor's Report

This Plat is based on a survey made on the ground November 14, 2024.












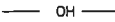
Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

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

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

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

A legal description for a Zone Case has been prepared under separate cover.

- |   |  |
|---|--|
|  | Fd. Railroad Spike                                     |
|  | Fd. 1" Iron Pipe                                       |
|  | Fd. 5/8" Iron Rod                                      |
|  | Fd. Nail   |
|  | Fd. 1/2" Rod With Blue Cap<br>(Stevens Record Dignity) |
|  | Fd. 1/2" Rod With Yellow Cap                           |
|  | Set Mag Spike With Washer                              |
|  | Set 1/2" Rod With Green Cap                            |
|  | Abandon Well   |
|  | Guy Wire   |
|  | Power Pole   |
|   | Overhead Power Line                                    |
|   | CCFN – County Clerk File Number                        |

Scale: 1"=100'

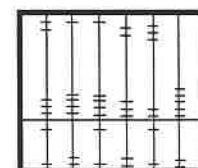
Surveyed For:  
Mountain Top  
Engineering

Rehman

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

November 16, 2024



Count on It

**ABACUS** ENGINEERING  
SURVEYING

2737 81st Street

LUBBOCK, TEXAS

806-745-7670

TEXAS SURVEYING FIRM NO. 101153-00

TEXAS ENGINEERING FIRM NO. 4368

# ABACUS

ENGINEERING  
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



*"Count on it"*

FIELD NOTES on a 4.11 acre tract out of Northeast Quarter (NE/4) of Section 5, Block D-6, Abstract 107, Brooks and Burleson Survey, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with blue cap (Stevens) in the West line of Research Boulevard for the Southeast corner of Tract A, Double B Addition and the Northeast corner of this tract, said rod having Texas North Central Zone Coordinates of North: 7273882.05, East: 894600.98 (NAD 83 as determined by the HxGN Smartnet Network), from which by plat calls the Northeast corner of Section 5 bears N 00°01'52" W, 1089.58 feet and N 89° 57' 22" E, 40.00 feet;

THENCE S 01°58'09" W (Texas North Central Zone Bearing Basis), along the West line of Research Boulevard, 388.26 feet to a 1/2" iron rod with green cap marked RPLS 4460 for the Southeast corner of this tract;

THENCE N 70°19'58" W, a distance of 650.84 feet to a point in the Lubbock City Limits line for the Southwest corner of this tract;

THENCE N 01°58'09" E, with the said City Limits line, a distance of 189.42 feet to the Northwest corner of this tract;

THENCE S 88°07'20" E, with the South line of Tract A, Double B Addition, 620.04 feet to the PLACE of BEGINNING and containing 4.11 acres.

A blue ink handwritten signature, likely of Jonathan M. Cieszinski, written in a cursive style.

These Notes are based on a survey made on the ground and shown on a plat of survey of a 4.725 acre of even date herewith  
Jonathan M. Cieszinski, RPLS 4460  
November 16, 2024





Staff Report		Zone Case 2538-00
City Council Meeting		February 11, 2025

**Applicant** Mountain Top Engineering

**Property Owner** Yolanda Vargas

**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 properties were rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- January 23, 2025, Zone Case 2538-00: 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: 22
- Received In Favor: 0
- Received In Opposition: 0

**Site Conditions and History**

The subject property is addressed as 2210 Research Boulevard and consists of approximately 4.11 acres of undeveloped, unplatted land out of Block D-6, Section 5.

**Adjacent Property Development**

The property to the north is developed as commercial warehousing, zoned Light Industrial District (LI). The properties to the east are developed as a mobile home park, zoned SF-2. The property to the south is developed with the Western Railway, zoned SF-2. The properties to the west are undeveloped, outside city limits.

**Zoning Request and Analysis**

**Item Summary**

The subject property is addressed as 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5. The applicant requests 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 purpose of the current SF-2 zoning district is to provide for two types of residential subdivisions:

- Conventional.* Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.
- 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 located south of 19<sup>th</sup> Street, which is designated as a Principal Arterial and west of Research Boulevard, which is designated as a Future Principal Arterial (Modified) by the Master Thoroughfare Plan, 2018. Principal Arterials (Modified) provide connectivity across the transportation network serving high volume needs of local and regional traffic.

*Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

*Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Mixed Use development. While this request does not conform to this designation, it would be appropriate along the Western Railway.

*Conformance with Zoning Ordinance*

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

*Suitability of Property for Allowed Uses*

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

*Conclusion*

Staff has no objection to the request.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Victoria Lewelling  
Planner  
Planning Department  
806-775-2021  
[vlwelling@mylubbock.us](mailto:vlwelling@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 2538-00



**Allowable Uses:** [Heavy Commercial District \(HC\)](#)

**Transportation:** The proposed development has an access point from Research Boulevard.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Research Boulevard, <i>Future Principal Arterial (Modified), Future</i>	R.O.W. 80 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### Draft Planning and Zoning Commission Minutes

3.3 **Zone Case 2538-00:** Mountain Top Engineering for Yolanda Vargas, request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 2210 Research Boulevard, located south of 19th Street and west of Research Boulevard, on approximately 4.11 acres of unplatted land out of Block D-6, Section 5.

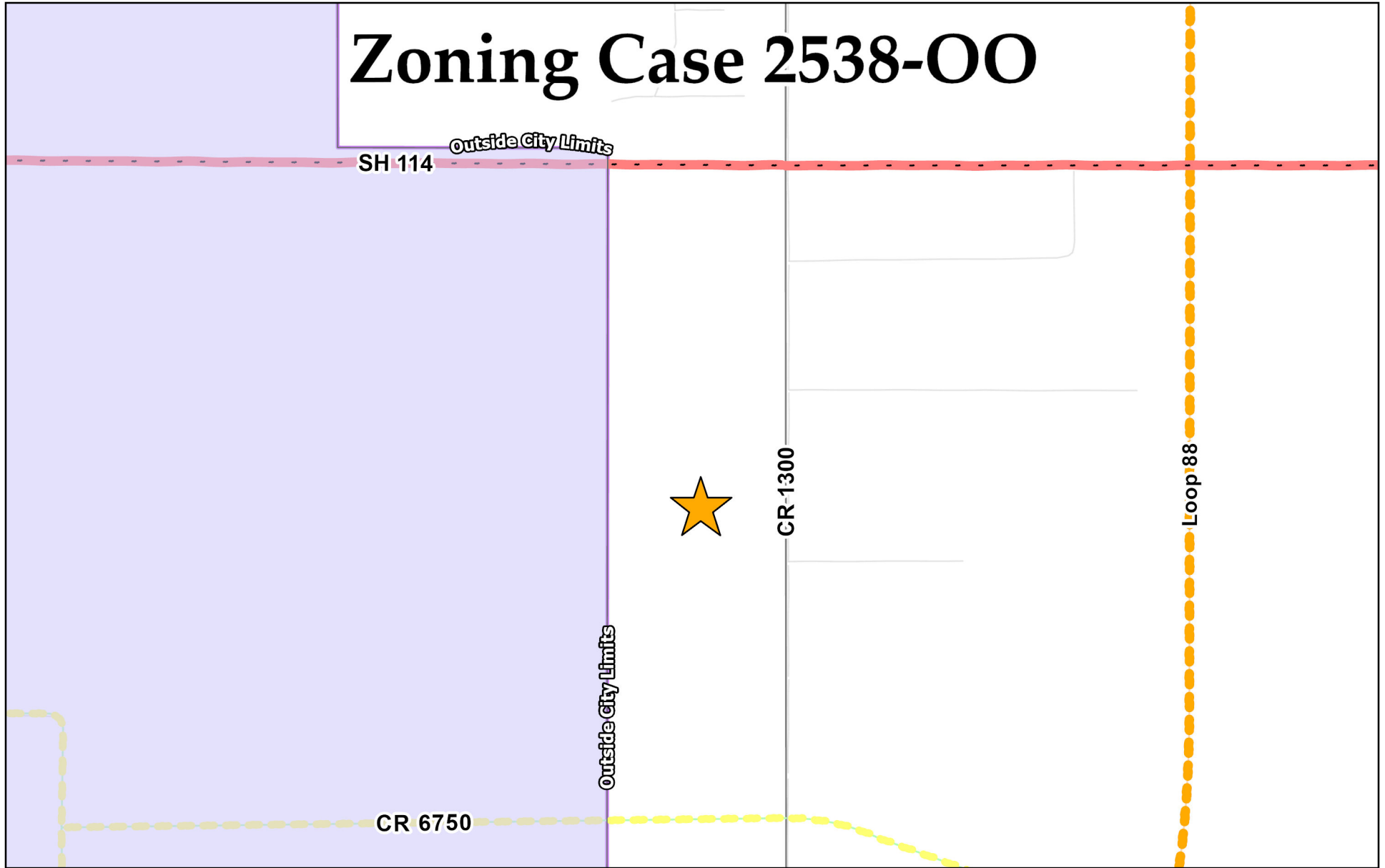
**PLANNER VICTORIA LEWELLING** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT ADAM NIXON**, with Mountain Top Engineering, 604 County Road 7200, discussed the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 2538-00**, a motion was made by **BRANDON HARDAWAY** 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 2538-00



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

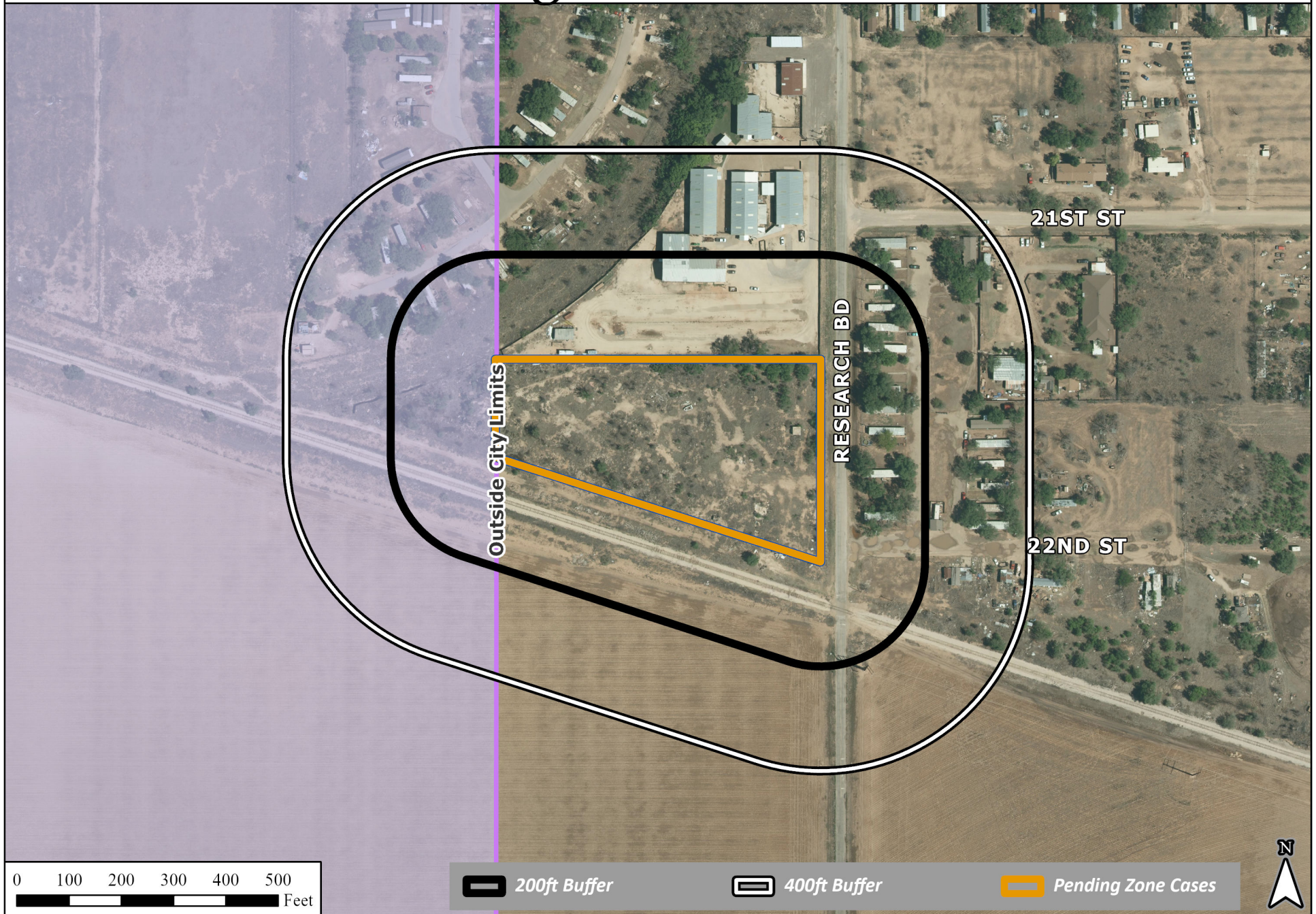
- Completed
- Partial
- Proposed Outer Loop

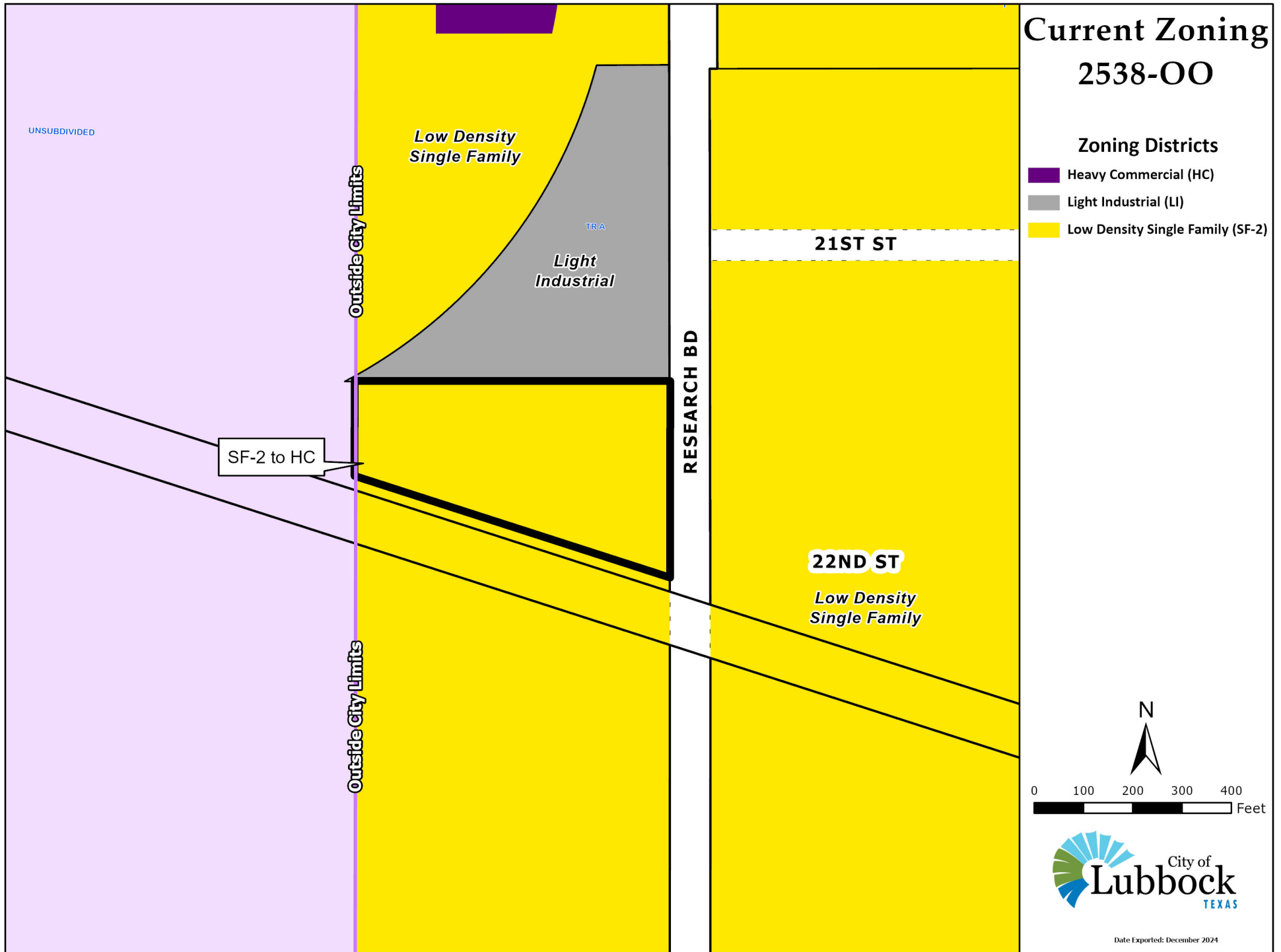


Date Exported: December 2024

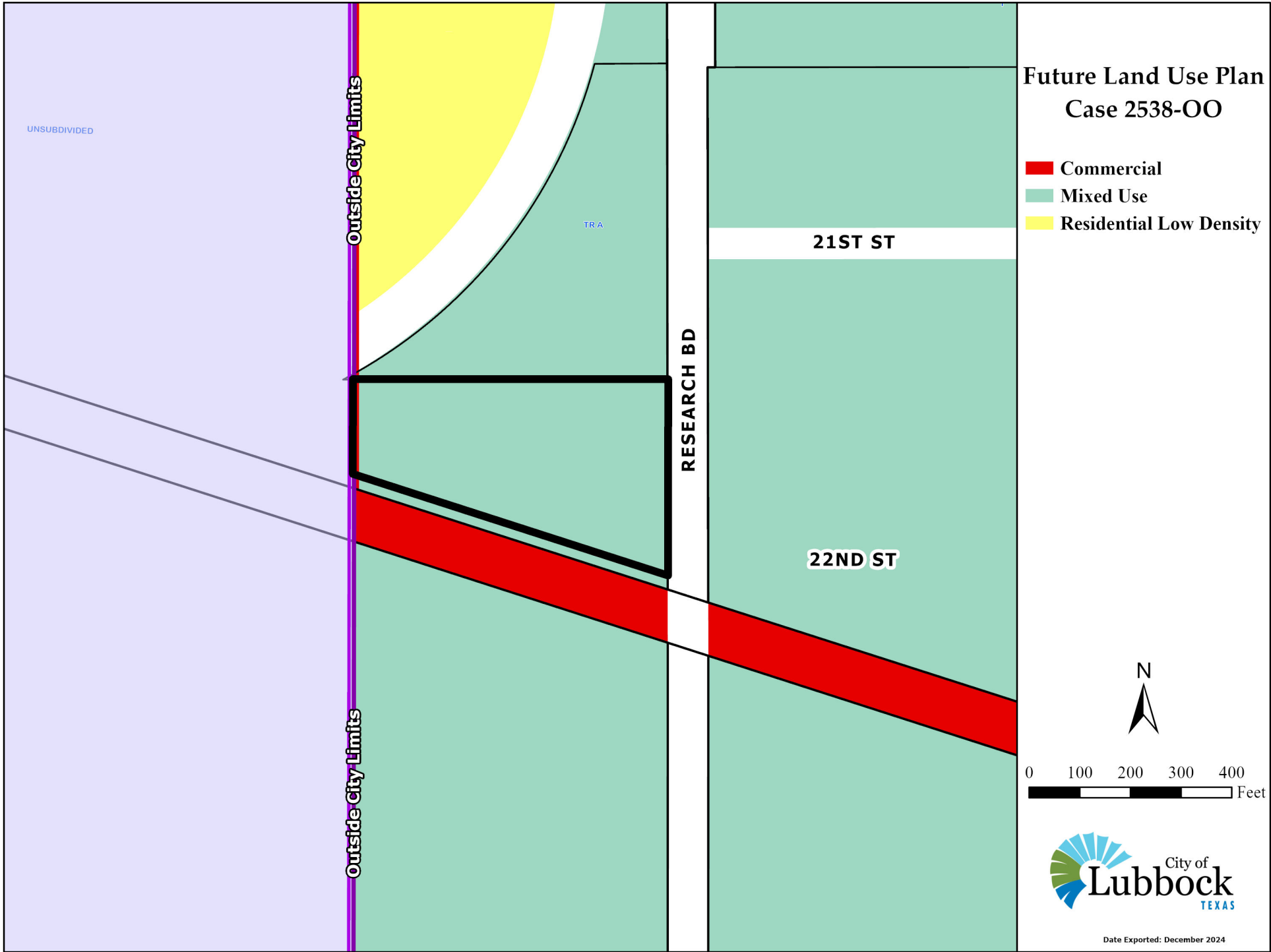


# Zoning Case 2538-00









2538-00



View west. Subject property.



View east.



View north.



View south.





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 2210 Research BD  
Lots/Tracts: \_\_\_\_\_  
Survey & Abstract: BLK D6 SEC 5 AB 107 E660'OF TR 13B & 13C ACS: 3.82  
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 3.82  
Existing Land Use: \_\_\_\_\_ Existing Zoning: SF-2  
Requested Zoning: \_\_\_\_\_  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

**Representative/Agent Information (if different from owner)**

Firm Name: Mountain Top Engineering  
Name: Adam Nixon  
Address: 604 CR 7200 City: Lubbock State: TX  
ZIP Code: 79404 Telephone: 806-403-0800 Email: [REDACTED]  
Applicant's Signature: \_\_\_\_\_  
Date: 10-30-24 Printed Name: Adam Nixon

**Owner Information**

Firm Name: Yolanda Vargas  
Owner: Yolanda Vargas  
Address: 5806 PR 1250 City: Lubbock State: TX  
ZIP Code: 79407 Telephone: 806 438-9297 Email: [REDACTED]  
Property Owner's Signature: [Signature]  
Date: 10/31/24 Printed Name: Yolanda Vargas

**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](mailto:cityplanning@mylubbock.us).





## ZONE CHANGE APPLICATION EXHIBIT

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## **Information**

### **Agenda Item**

**Board Appointments - City Secretary:** Declare three appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Toby Cecil, Vecelia Mann, Jerry Ramirez.

### **Item Summary**

Per Local Government Code, Section 392.031, the presiding officer of the governing body of a municipality shall appoint persons to serve as commissioners of the housing authority. An appointed commissioner of the housing authority may not be an officer or employee of the municipality. The Mayor is appointing Toby Cecil, Vecelia Mann, and Jerry Ramirez.

### **Fiscal Impact**

None

### **Staff/Board Recommending**

Courtney Paz, City Secretary

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## **Attachments**

*No file(s) attached.*

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## **Information**

### **Agenda Item**

**Resolution - Finance:** Consider a resolution accepting the City of Lubbock Annual Comprehensive Financial Report, for Fiscal Year that ended September 30, 2024.

### **Item Summary**

Each year, the Accounting Department prepares an Annual Comprehensive Financial Report (ACFR) designed to provide the City Council, citizens, representatives of financial institutions, and others, with detailed information concerning the financial condition and performance of the City of Lubbock.

As a significant component of the preparation of the ACFR, an independent audit of the City's general-purpose financial statements and notes is completed. The final audit opinion is included within the ACFR which has been provided separately.

The Audit Committee accepted the ACFR at their meeting on February 5, 2025.

### **Fiscal Impact**

None

### **Staff/Board Recommending**

Joe Jimenez, Chief Financial Officer

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## **Attachments**

ACFR Resolution 24



## **RESOLUTION**

**WHEREAS**, Texas Local Government Code § 103.001 requires the City of Lubbock to have its records and accounts audited annually and have an annual financial report prepared based on such audit; and

**WHEREAS**, the City of Lubbock Accounting Department prepares an Annual Comprehensive Financial Report to comply with the above referenced provision and to provide the City Council, citizens, representatives of financial institutions, and others, with meaningful, accurate and detailed information concerning the financial condition and performance of the City of Lubbock; and

**WHEREAS**, as a critical component of the Annual Comprehensive Financial Report, the City of Lubbock retains an independent auditor, Weaver and Tidwell, LLP, a licensed certified public accountants' firm, to audit the City of Lubbock's financial statements, whose report is included as part of the Annual Comprehensive Financial Report; **NOW THEREFORE**,

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

**THAT** the City Council of the City of Lubbock hereby accepts the City of Lubbock Annual Comprehensive Financial Report for the fiscal year that ended September 30, 2024.

Passed by the City Council on \_\_\_\_\_, 2025.

\_\_\_\_\_  
**MARK MCBRAYER, MAYOR**


### **ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

### **APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joe Jimenez, Chief Financial Officer

### **APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Matthew L. Wade, City Attorney

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## Information

### Agenda Item

**Public Hearing - Planning (District 2):** Consider a request for Zone Case 437-C, a request of Michael Session for Raymond and Gaynell Lemon, 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 2909 East Broadway, located west of David Avenue and north of East Broadway, Flake Addition, Block 7, Lot 8, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on February 6, 2025, 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

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## Attachments

Ordinance 437-C  
Staff Report 437-C  
Documentation 437-C

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 437-C; A ZONING CHANGE FROM SF-2 TO SF-2 SPECIFIC USE FOR A MANUFACTURED HOME SUBDIVISION, AT 2909 EAST BROADWAY, LOCATED WEST OF DAVID AVENUE AND NORTH OF EAST BROADWAY, FLAKE ADDITION, BLOCK 7, LOT 8, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 437-C**

**SECTION 1. THAT** Ordinance No. 2023-00054 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 **2909 East Broadway, located west of David Avenue and north of East Broadway, Flake Addition, Block 7, Lot 8, 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. 2023-00054, 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 **2909 East Broadway, located west of David Avenue and north of East Broadway, Flake Addition, Block 7, Lot 8, 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 *PKS*

**APPROVED AS TO FORM:**

  
Kelli Leisure, Senior Assistant City Attorney

## Staff Report

Zone Case 437-C

City Council Meeting

February 25, 2025

**Applicant** Michael Session

**Property Owner** Raymond and Gaynell Lemon

**Council District** 2

### **Prior Board or Council Action**

- April 9, 1953, Ordinance No. 1339: The subject property was annexed into city limits.
- November 24, 1953, Zone Case 437, Ordinance No. 1486: The subject property was zoned Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2), with the adoption of the Unified Development Code.
- February 6, 2025, Zone Case 437-C: The Planning and Zoning Commission recommended approval of a request for a zone change from SF-2 to SF-2 Specific Use for a Mobile Home Subdivision by a vote of 8-0-0.

### **Notification Summary**

- Notifications Sent: 39
- Received In Favor: 1
- Received In Opposition: 0

### **Site Conditions and History**

The subject property was platted on February 6, 1945 as Flake Addition, Block 7, Lot 8. A house was constructed on the property in 1945, and was demolished within the last year.

### **Adjacent Property Development**

The surrounding properties are zoned SF-2, and are developed with homes and vacant lots to the north, east and west, with agricultural land to the south.

### **Zoning Request and Analysis**

#### *Item Summary*

The subject property is addressed as 2909 East Broadway, located west of David Avenue and north of East Broadway, Flake Addition, Block 7, Lot 8. The applicant is requesting 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.

**Current zoning:** Low Density Single-Family District (SF-2)

**Requested specific use:** Manufactured Home Subdivision

#### *Intent Statements*

The intent of the existing 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 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 East Broadway which is designated as a collector by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial and industrial areas.

*Compatibility with Surrounding Property*

The proposed 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.

*Suitability of Property for Allowed Uses*

The subject property is suitable for the proposed specific use.

*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. Response Letters

**Staff Contacts**

Shane Spencer  
Planner  
Planning Department  
806-775-2103  
[sspencer@mylubbock.us](mailto:sspencer@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 437-C



**Allowable Uses:** [Low Density Single-Family District \(SF-2\) with a Specific Use for a Manufactured Home Subdivision](#)

**Transportation:** The proposed development has a point of access from East Broadway.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Broadway, Collector, Partial	R.O.W. 30 feet, 2 lane, undivided, paved.	R.O.W. 46 feet, 4 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 2**

- 3.1 **Zone Case 437-C:** Michael Session for Raymond and Gaynell Lemon, 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:

- 2909 East Broadway, located west of David Avenue and north of East Broadway, Flake Addition, Block 7, Lot 8.

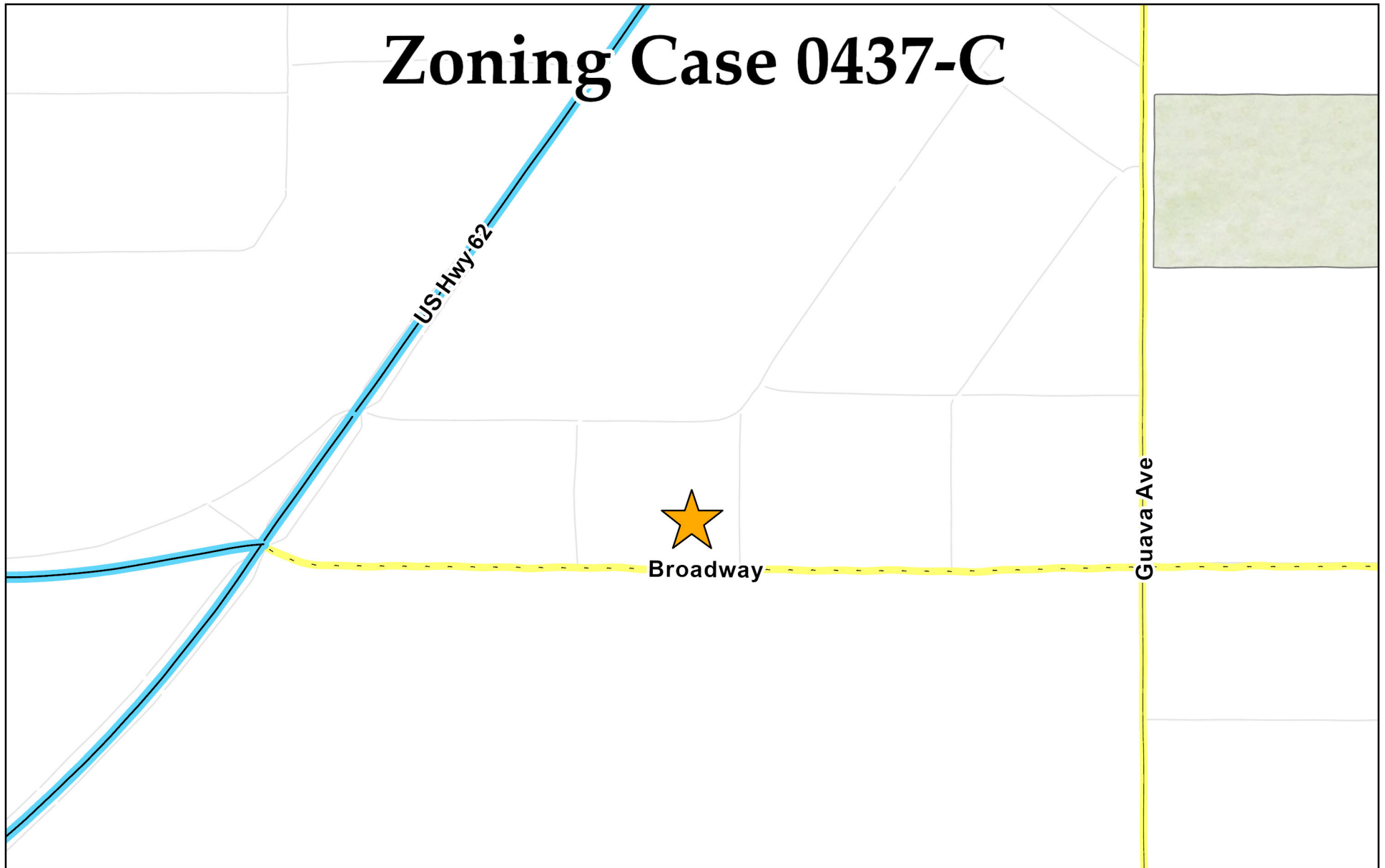
**PLANNER SHANE SPENCER** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT MICHAEL SESSIONS**, 5609 Jarvis Street, Unit B, 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 437-C**, a motion was made by **TANNER NOBLE** and seconded by **TAREK REDWAN** 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 0437-C



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop







Date Exported: January 2025

# PZC Mailout Notifications Received



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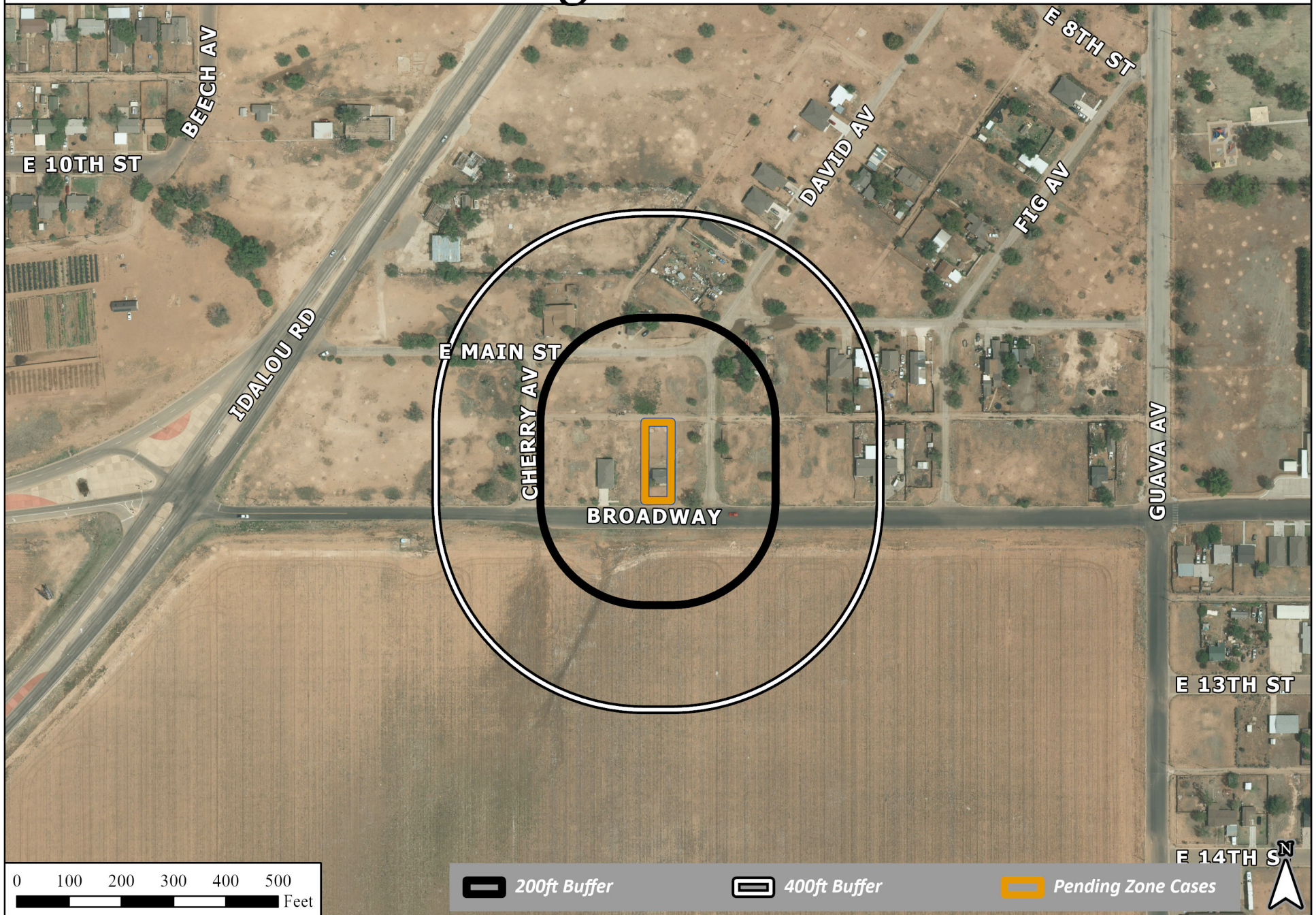
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-  MailoutBuffer0437\_C\_400ft
- Notification Result**
-  In Favor
-  Opposed



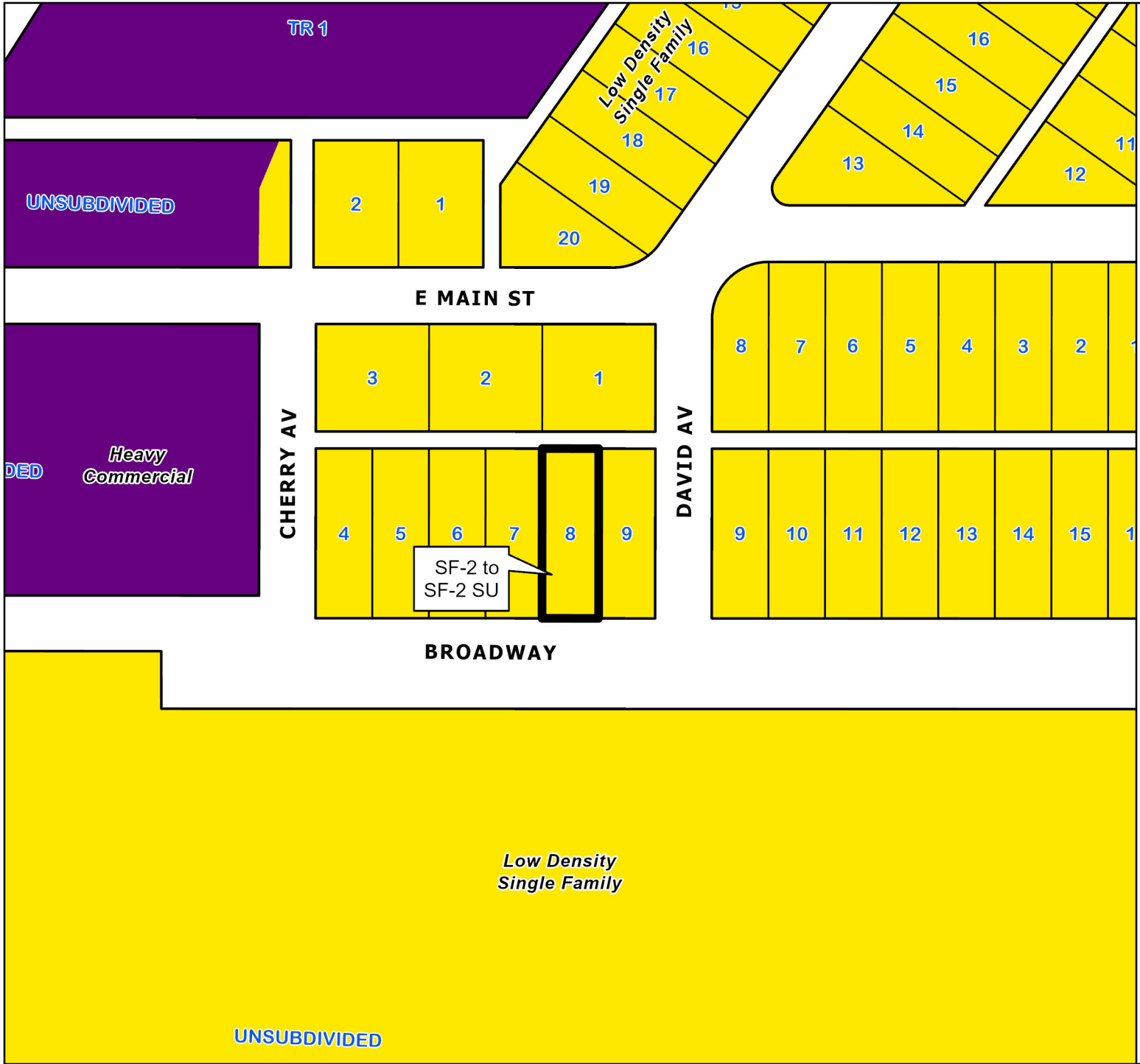
Created by Planning Department  
Date: 2/3/2025



# Zoning Case 0437-C



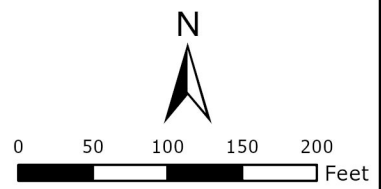




# Current Zoning 0437-C

## Zoning Districts

-  Heavy Commercial (HC)
-  Low Density Single Family (SF-2)



437-C



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: 2909 E. Broadway  
Lots/Tracts: \_\_\_\_\_  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: \_\_\_\_\_  
Existing Land Use: \_\_\_\_\_ Existing Zoning: SF-2  
Requested Zoning: To place a manufactured mobile home on lot  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

Firm Name: Michael Session  
Name: Michael Session  
Address: 5609 Jarvis Str. Unit B City: Lubbock State: TX  
ZIP Code: 79416 Telephone: (806) 224-9878 Email: Michael.Session18@gmail.com  
Applicant's Signature: Michael Session  
Date: 1-1-25 Printed Name: Michael Session

**Owner Information**

Firm Name: Raymond & Gaynell Lemon  
Owner: Raymond & Gaynell Lemon  
Address: 3618 E. 15th St. City: Lubbock State: Texas  
ZIP Code: 79403 Telephone: 806-241-3054 Email: N/A  
Property Owner's Signature: Gaynell Lemon  
Date: 1-1-25 Printed Name: Gaynell Lemon

**Preparer Information**

Preparer's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

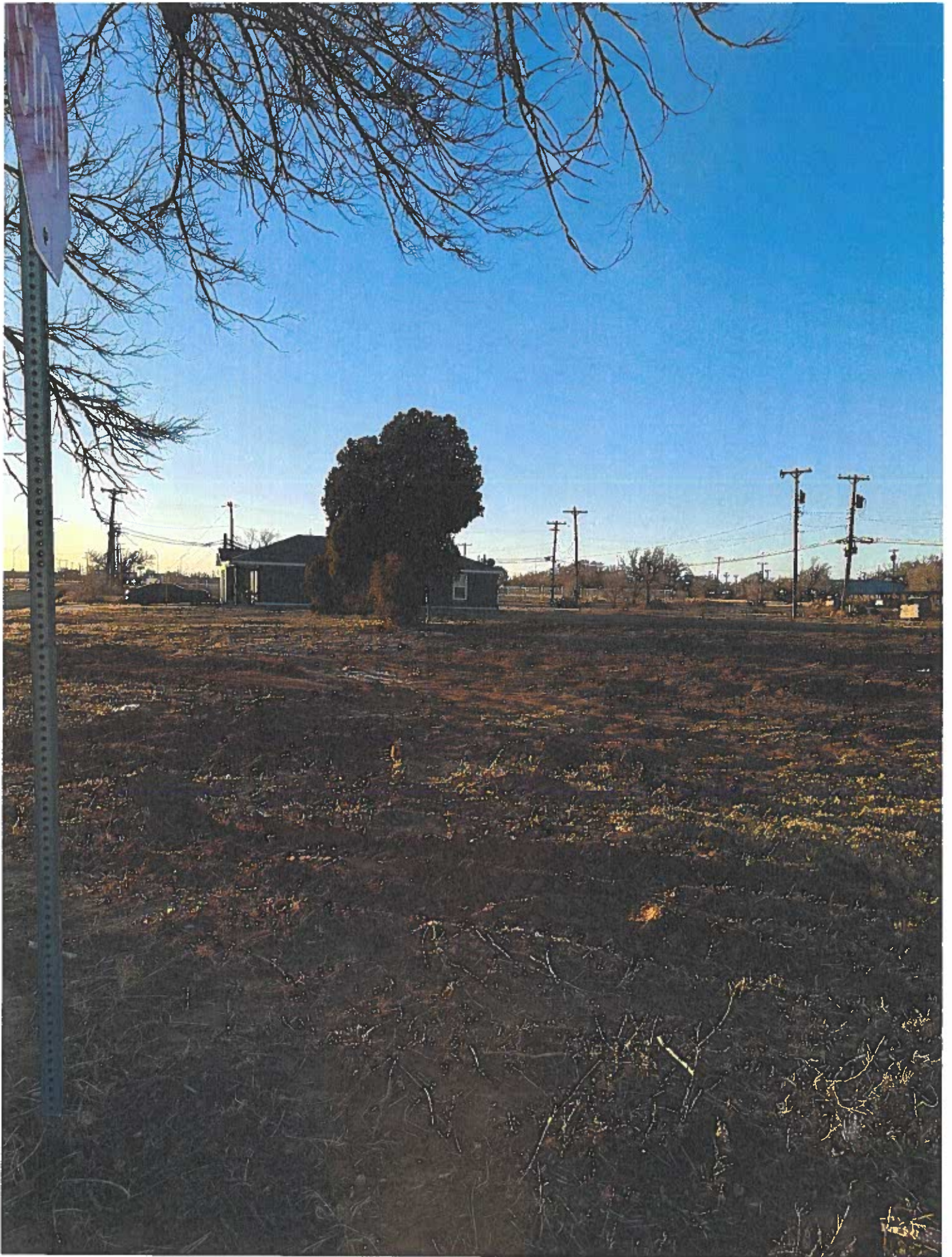
**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

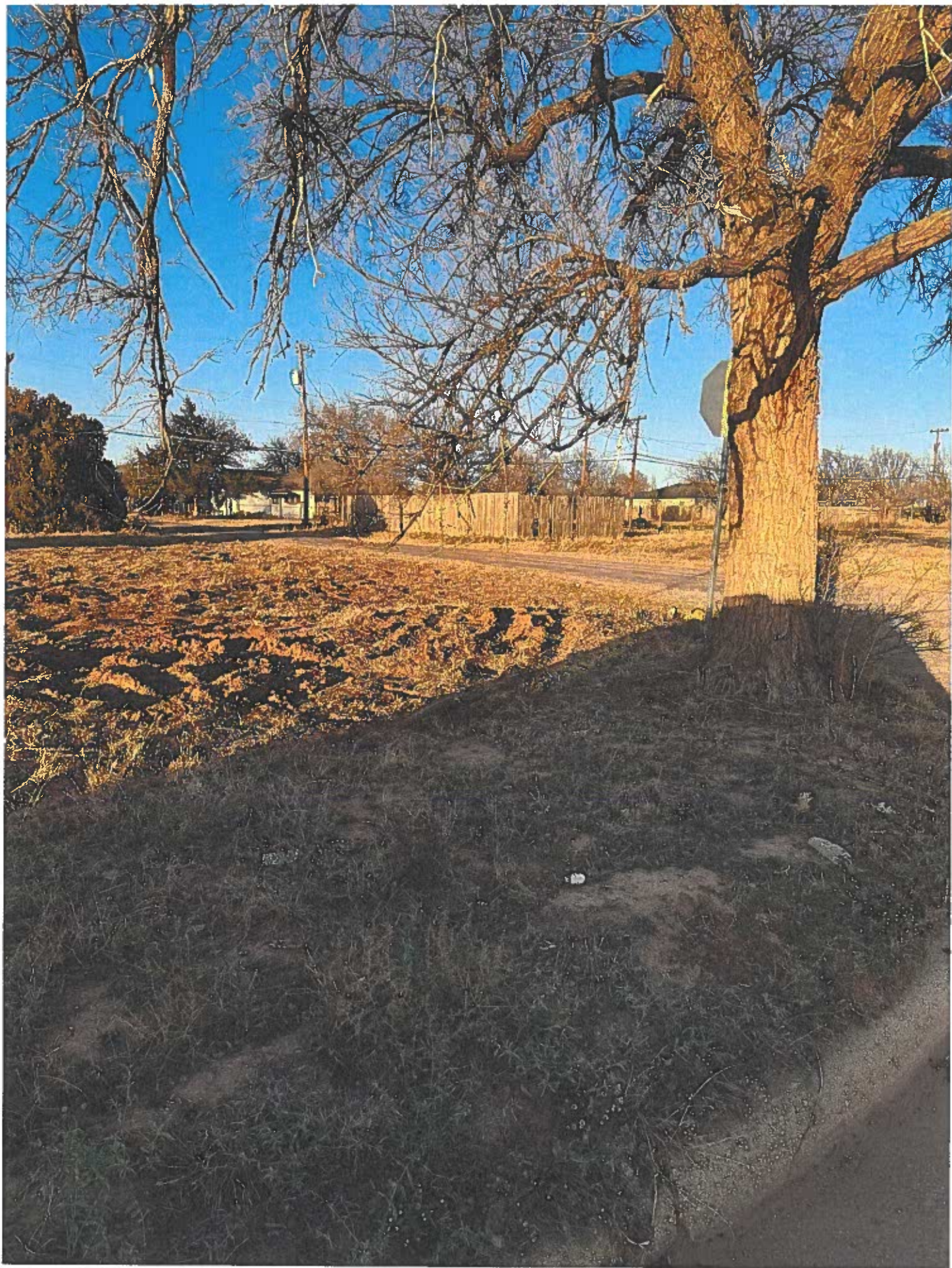
By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants 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](mailto:cityplanning@mylubbock.us).

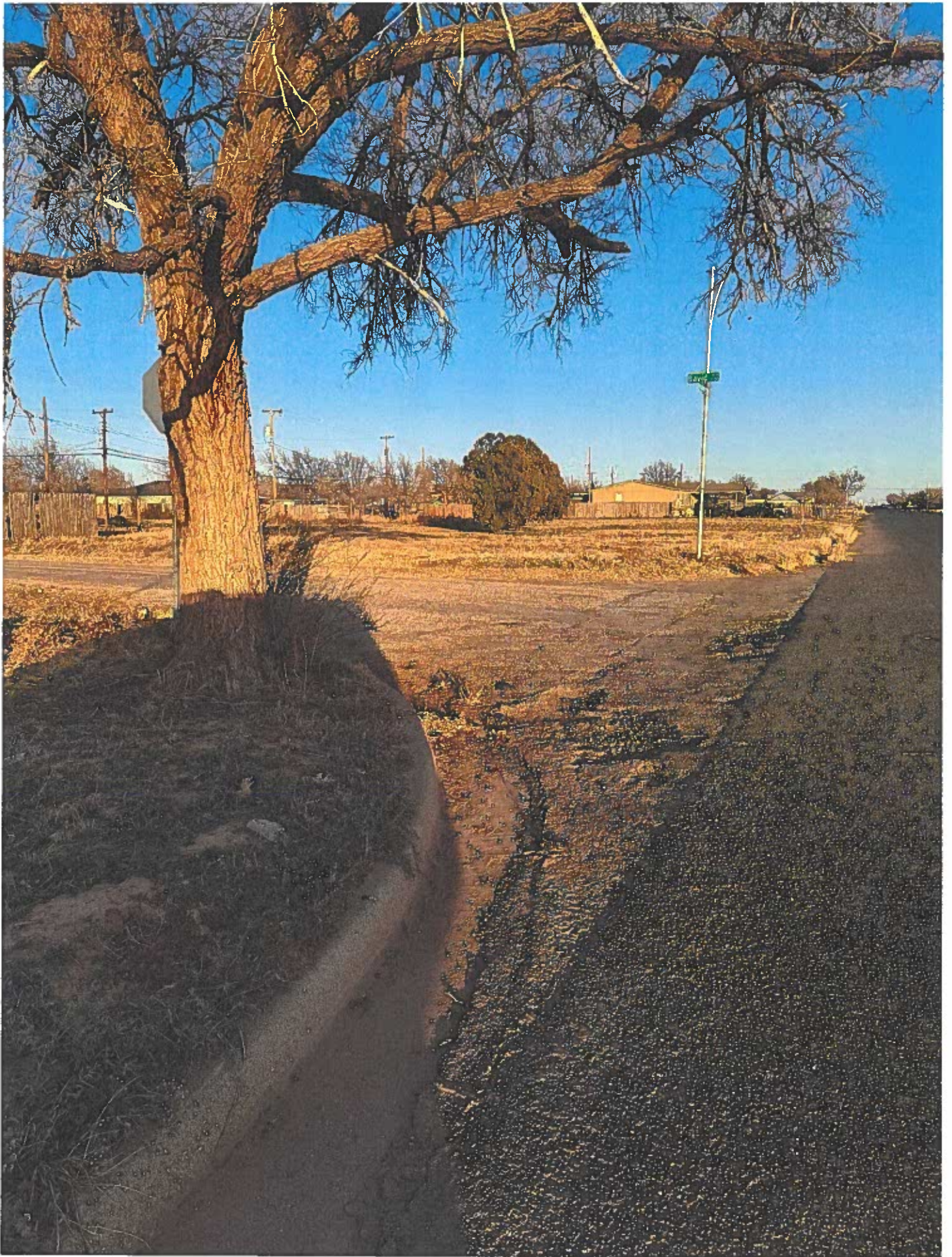




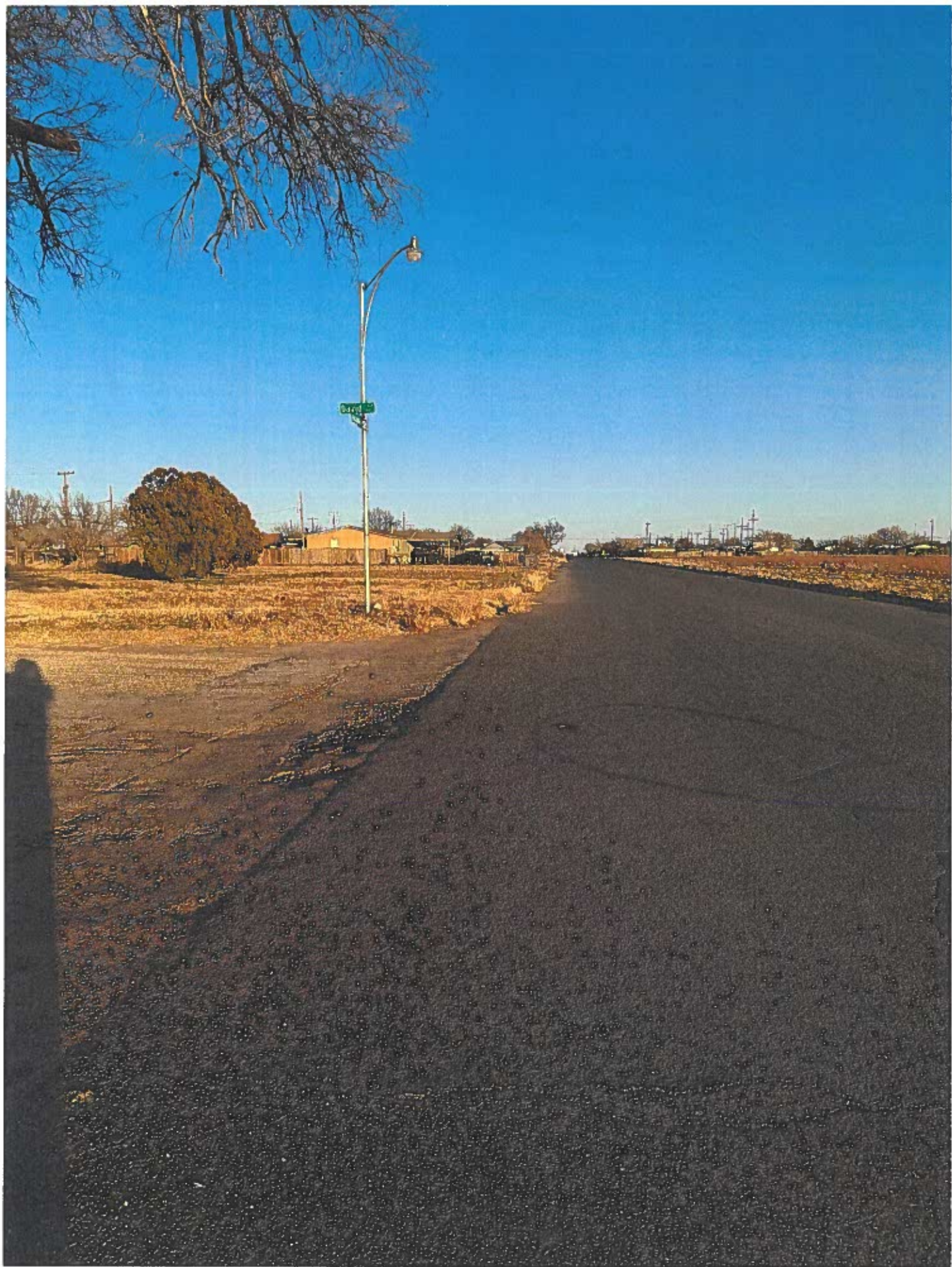












City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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.: 0437-C**

*In Favor*

☒

*Opposed*

☐

**Reasons and/or Comments:**

Print Name

Mark Hallgren

Signature:

[Signature]

Address:

R97306

Address of Property Owned:

806 792 7200

Phone Number:

Mark Hallgren

Email:

Zone Case Number: **0437-C**

R97306

Recipient 30 of 39

HALLGREN PROPERTIES INC

5909 63RD ST

LUBBOCK TX 79424-2711

RECEIVED  
FEB 03 2025  
BY: \_\_\_\_\_

---

## Information

### Agenda Item

**Public Hearing - Planning (District 2):** Consider a request for Zone Case 3516, a request of Hugo Reed and Associates, Inc. for Elliott Arroyo Seco, LTD., for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 2415 114th Street, located east of University and south of 114th Street, on 10 acres of unplatted land out of Block E, Section 15, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on February 6, 2025, 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 3516  
Staff Report 3516  
Documentation 3516



**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. 3516; A ZONING CHANGE FROM SF-2 TO HC ZONING DISTRICT AT 2415 114TH STREET, LOCATED EAST OF UNIVERSITY AND SOUTH OF 114TH STREET, ON 10 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 15, 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. 3516**

**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 **2415 114th Street, located east of University and south of 114th Street, on 10 acres of unplatted land out of Block E, Section 15, 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

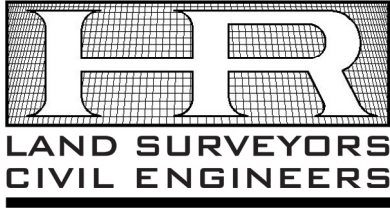
**APPROVED AS TO CONTENT:**

  
Kristen Sager, Director of Planning *for KS*

**APPROVED AS TO FORM:**

  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3516  
February 6, 2025



# HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891  
TEXAS REGISTERED ENGINEERING FIRM F-760  
TEXAS LICENSED SURVEYING FIRM 100676-00

## EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 10.0 acre tract, being that same tract described under County Clerk File Number 2023005817 of the Official Public Records of Lubbock County, Texas, located in the Northwest Quarter of Section 15, Block E, G.C. & S.F. Railroad Company Survey, Lubbock County, Texas, and being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, same being the Northwest corner of Section 15, Block E, G.C. & S.F. Railroad Company Survey, Lubbock County, Texas;

THENCE S.  $88^{\circ}12'15''$  E., along the North line of said Section 15, an approximate distance of 660.0 feet to a point for the Northeast corner of this tract;

THENCE S.  $01^{\circ}46'33''$  W. an approximate distance of 660.1 feet to a point for the Southeast corner of this tract;

THENCE N.  $88^{\circ}13'07''$  W. an approximate distance of 660.0 feet to a point in the West line of said Section 15, for the Southwest corner of this tract;

THENCE N.  $01^{\circ}46'17''$  E., along the West line of said Section 15, an approximate distance of 660.3 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for Elliott Arroyo Seco, LTD.  
December 2, 2024

## Staff Report

Zone Case 3516

City Council Meeting

February 25, 2025

**Applicant** Hugo Reed and Associates, Inc.

**Property Owners** Elliott Arroyo Seco, LTD

**Council District** 2

### **Prior Board or Council Action**

- August 23, 1979, Ordinance No. 007900: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-00054 (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.
- February 6, 2025, Zone Case 3516: 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: 44
- Received In Favor: 0
- Received In Opposition: 1

### **Site Conditions and History**

The subject property consists of 10 acres of unplatted land out of Block E, Section 15. Currently, the property is vacant.

### **Adjacent Property Development**

The property is adjacent to the city limits to the south and east. Properties to the north are zoned Heavy Commercial District (HC) and will be developed with a new Tractor Supply and Circle K. To the west is a residence zoned Low Density Single-Family District (SF-2) and a commercial business zoned Auto-Urban Commercial District (AC).

### **Item Summary**

The subject property is addressed as 2415 114<sup>th</sup> Street, located east of University Avenue and south of 114<sup>th</sup> Street, on 10 acres of unplatted land out of Block E, Section 15. 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 resources 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 University Avenue, which is designated as a Principal Arterial, and 114<sup>th</sup> Street, which is designated as a Minor Arterial, by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

#### *Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development. The property is adjacent to Heavy Commercial District (HC) and the city limits, minimizing the impact on residential properties in the area.

#### *Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Commercial land uses. The proposed zone change to HC is in conformance with this designation and is appropriate at this location.

#### *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 zone change, 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. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Response Letters

#### **Staff Contacts**

Gregory Hernandez  
Planner  
Planning Department  
806-775-3147  
[gghernandez@mylubbock.us](mailto:gghernandez@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 3516



**Allowable Uses:** [Heavy Commercial District \(HC\)](#)

**Transportation:** The proposed development has point of access from 114<sup>th</sup> Street and University.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114 <sup>th</sup> Street, <i>Minor Arterial, Incomplete</i>	R.O.W 90 feet, three-lane, undivided, paved	R.O.W 100 feet, five-lane, undivided, paved
University Avenue <i>Principal Arterial Incomplete</i>	R.O.W 100 feet, three-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 2**

3.2 **Zone Case 3516:** Hugo Reed and Associates, Inc., for Elliott Arroyo Seco, LTD., request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 2415 114<sup>th</sup> Street, located east of University and south of 114<sup>th</sup> Street, on 10 acres of unplatted land out of Block E, Section 15.

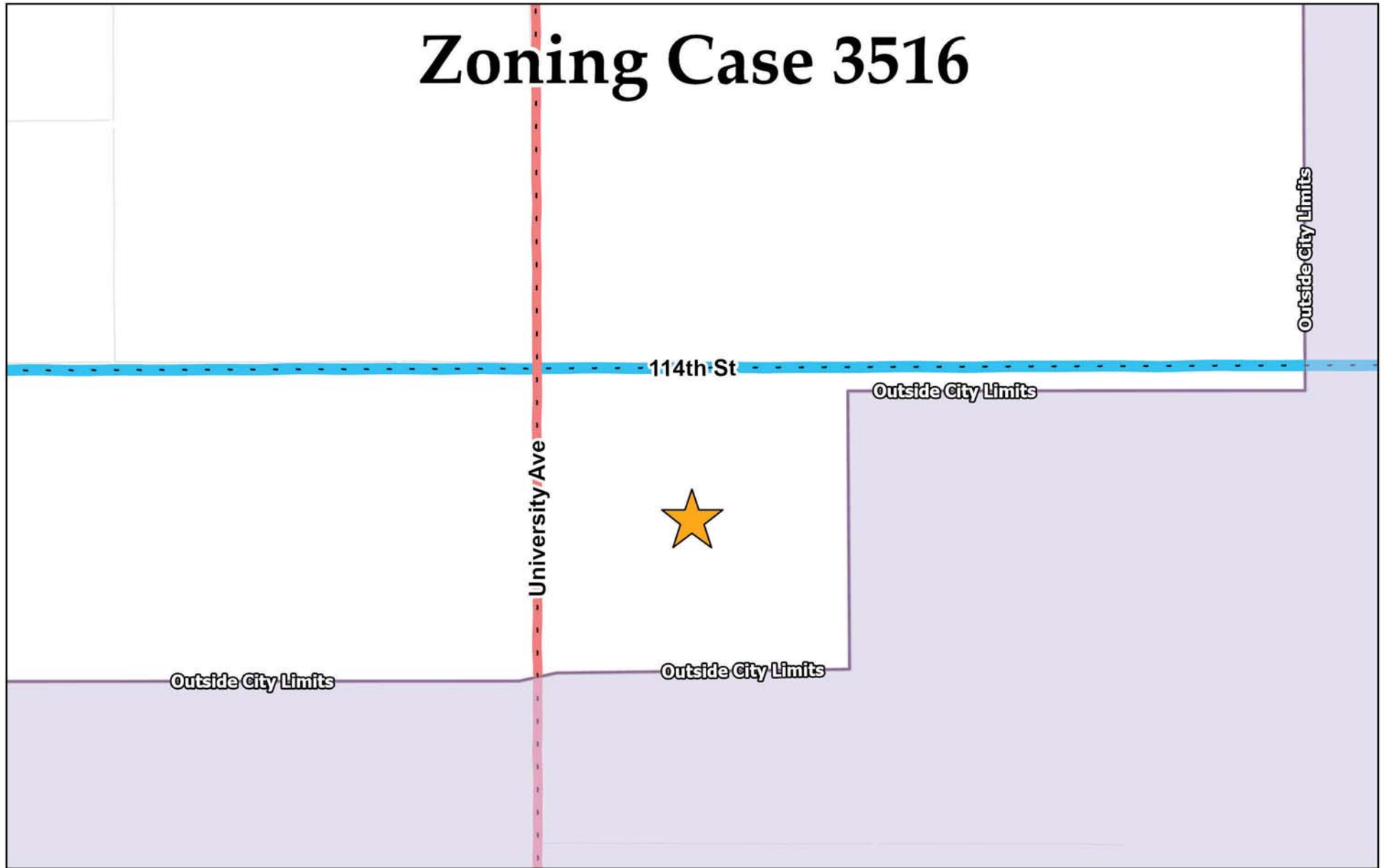
**PLANNER GREG HERNANDEZ** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT TERRY HOLEMAN**, 1601 Avenue N, representing Hugo Reed and Associates, 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 3516**, a motion was made **DREW GRAY** 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 3516







Date Exported: January 2025


# PZC Mailout Notifications Received

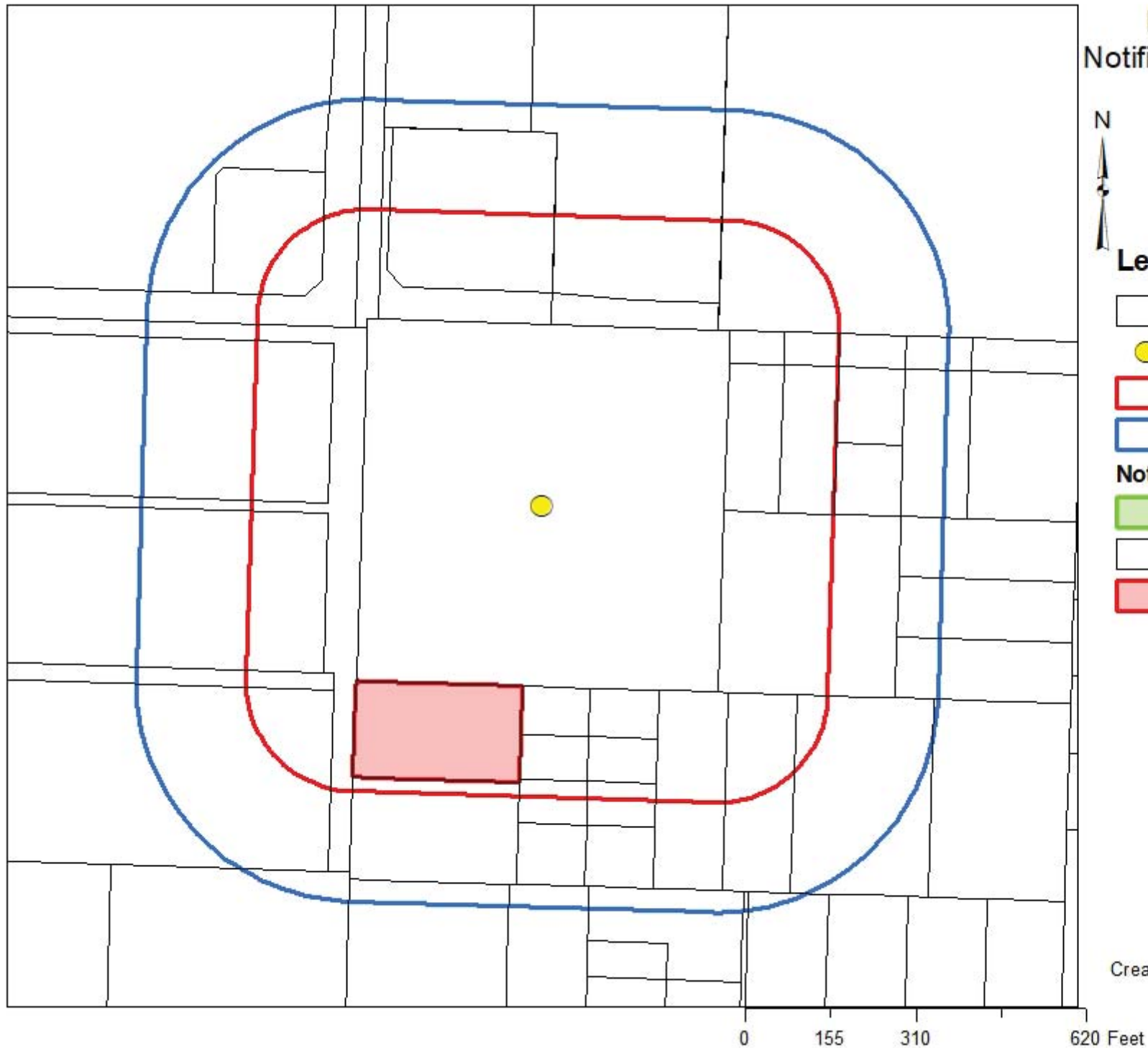


## Legend

-  LCAD.DBO.TaxParcel
-  LocatorPnt3516
-  MailoutBuffer3516\_200ft
-  MailoutBuffer3516\_400ft

## Notification Result

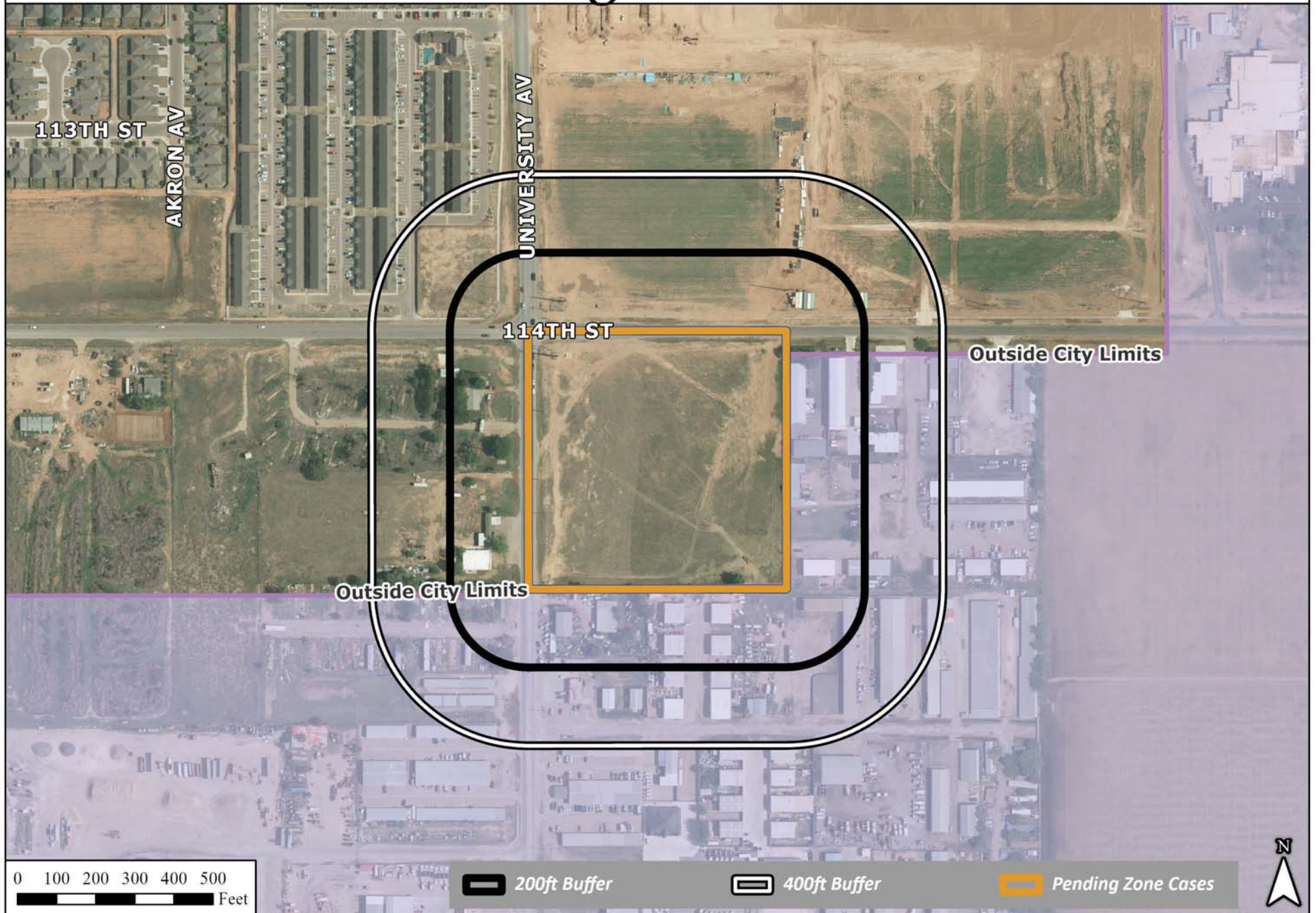
-  In Favor
-  No Feedback
-  Opposed

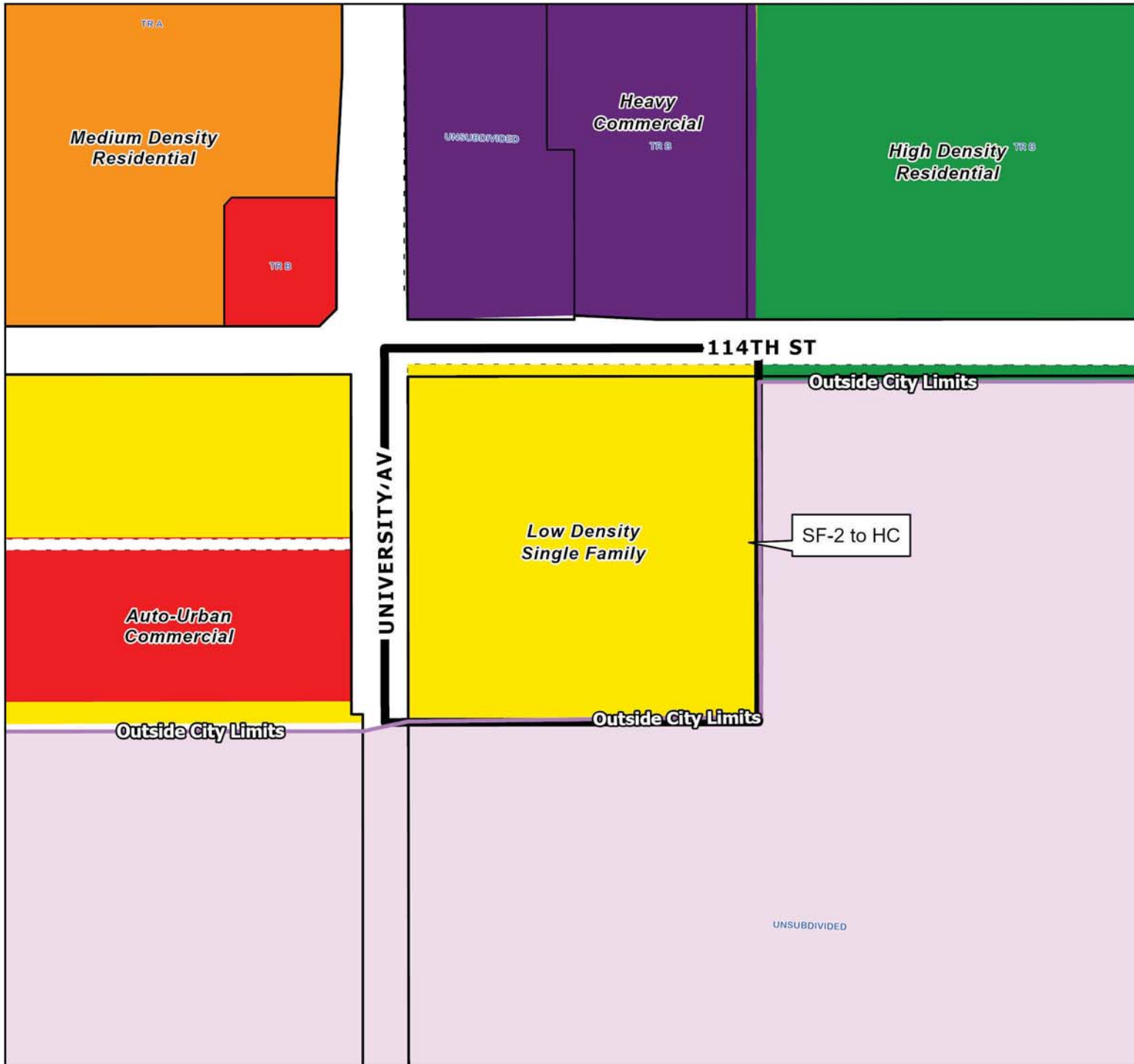


Created by Planning Department  
Date: 2/6/2025



# Zoning Case 3516






# Current Zoning 3516

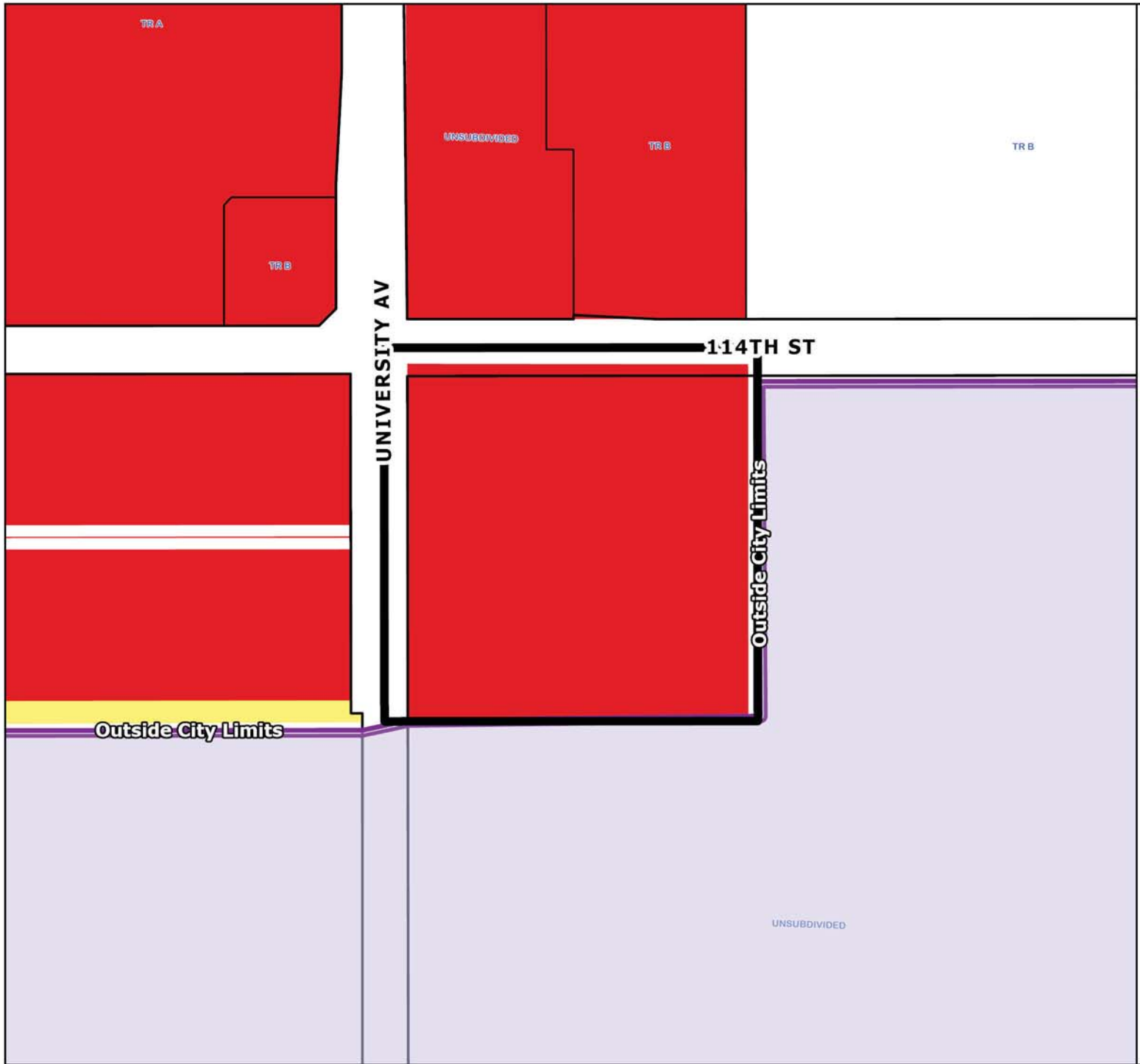
- Zoning Districts**
- Auto-Urban Commercial (AC)
  - Heavy Commercial (HC)
  - High Density Residential (HDR)
  - Medium Density Residential (MDR)
  - Low Density Single Family (SF-2)

N

0 100 200 300 400 Feet

 City of Lubbock TEXAS

Date Exported: January 2025



**Future Land Use Plan  
Case 3516**

- Commercial
- Residential Low Density





3516



View east. Subject property.



View north.



View south.



View west.



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 2415 114th Street  
Lots/Tracts: See metes and bounds attached  
Survey & Abstract: Section 15, Block E  
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 10.0  
Existing Land Use: Vacant Unsubdivided Existing Zoning: SF-2  
Requested Zoning: Heavy Commercial (HC) Zoning  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

**Representative/Agent Information (if different from owner)**

Firm Name: Hugo Reed and Associates, Inc.  
Name: Sean Curran  
Address: 1601 Avenue N City: Lubbock State: TX  
ZIP Code: 79401 Telephone: 806-763-5642 Email: scurran@hugoreed.com  
Applicant's Signature: [Signature]  
Date: 12/02/2024 Printed Name: Sean Curran

**Owner Information**

Firm Name: \_\_\_\_\_  
Owner: Elliott Arroyo Seco, LTD.  
Address: 5215 79th Street City: Lubbock State: TX  
ZIP Code: 79424 Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Property Owner's Signature: [Signature]  
Date: 12-3-24 Printed Name: Larry Elliott

**Preparer Information**

Preparer's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).















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FOR RENT U-HAUL

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FOR RENT U-HAUL

TECH  
CAFE



**From:** CityPlanning  
**Sent:** Tuesday, February 4, 2025 4:07 PM  
**To:** Gregory Hernandez  
**Subject:** FW: Case 3516

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**From:** Jerry Riley <[jrratfink@gmail.com](mailto:jrratfink@gmail.com)>  
**Sent:** Tuesday, February 4, 2025 3:49 PM  
**To:** CityPlanning <[cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)>  
**Subject:** Case 3516

**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.**

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I own the property just to the South of the property being the subject of the requested change to Zoning . My property is 11601 University . I am currently out of town rehabbing from Double by pass heart surgery the 7th of Jan. and cannot be at the hearing . I am very much object to the change proposed . There is almost no restrictions to this zoning and could greatly damage the value of adjoining properties . Also the erection of a bill board on my property , could greatly effect the visibility of the signage due to the height of the sign due to the regulations placed on us by the zoning regulations . please consider these objections . Thanks , Jerry Riley .806-392-3278 .



**From:** Terry Holeman <tholeman@hugoreed.com>  
**Sent:** Thursday, February 6, 2025 12:54 PM  
**To:** jrratfink@gmail.com  
**Cc:** Gregory Hernandez  
**Subject:** FW: Zone Case 3516  
**Attachments:** [Case 3516 opposition.pdf](#); [IMG\\_5208.pdf](#); [IMG\\_5207.pdf](#); [IMG\\_5206.pdf](#); [Aerial.jpg](#)

**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.**

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Mr. Riley: I received the attached email this morning and would like to address your concerns. First of all, I hope you're recovering well from surgery.

"There is almost no restrictions to this zoning and could greatly damage the value of adjoining properties"

Please know that HC zoning does allow a variety of commercial uses, but there are in fact limitations within the City code on what can be built and how the site is developed. Your property is outside the City limits and therefore not subject to City zoning. As such, our client is accepting the risk of developing next to your property which has no City restrictions on land use.

"Also the erection of a bill board on my property , could greatly effect the visability of the signage due to the heighth of the sign due to the regulations placed on us by the zoning regulations"

I'm not following this exactly, but will address this as best as I can. You currently have a billboard on your property, and it is up to our developer to place his signage on his property as best as he can within compliance with the City signage requirements. The City code does not allow our client to erect a sign as large as your billboard, so I do not believe there would be any conflict between signs. There are no "regulations placed on (you) by the zoning regulations" other than what may already exist (signage in the County is required to comply with City code within 5 miles of the City limits).

Generally, due to City building permit requirements, the quality of construction on my client's property will most assuredly meet or exceed what you have constructed on your site. And the style of businesses allowed within City HC zoning is compatible with what you have on your property. Lastly, the proposed zoning is in exact keeping with the City's Comprehensive Land Use Plan.

I am sorry you cannot take part in the hearing this evening, but would be happy to discuss this with you before 3:00 today if you like.

**Terry S. Holeman | Vice President of Development Services**



**1601 Avenue N | Lubbock, TX 79401**

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## Information

### Agenda Item

**Public Hearing - Planning (District 4):** Consider a request for Zone Case 1794-K, a request of AMD Engineering, LLC for Community Christian Church, for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at 3417 96th Street, located north of 98th Street and west of Indiana Avenue, on 1.16 acres out of Raintree Addition, Tract F-1, and consider an ordinance.

### Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on February 6, 2025, 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 1794-K  
Staff Report 1794-K  
Documentation 1794-K

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-00054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1794-K; A ZONING CHANGE FROM HDR TO AC ZONING DISTRICT AT 3417 96TH STREET, LOCATED NORTH OF 98TH STREET AND WEST OF INDIANA AVENUE, ON 1.16 ACRES OUT OF RAINTREE ADDITION, TRACT F-1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 1794-K**

**SECTION 1. THAT** Ordinance No. 2023-00054 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 **HDR** to **AC** zoning district at **3417 96th Street, located north of 98th Street and west of Indiana Avenue, on 1.16 acres out of Raintree Addition, Tract F-1, City of Lubbock, Lubbock County, Texas**, and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 39.09.004 of the Unified Development Code of the City of Lubbock.

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

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

**AND IT IS SO ORDERED.**

**Passed by the City Council on first reading on** \_\_\_\_\_.

**Passed by the City Council on second reading on** \_\_\_\_\_.

\_\_\_\_\_  
**MARK W. MCBRAYER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
Courtney Paz, City Secretary

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Kristen Sager, Director of Planning

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1794-K  
February 6, 2025



# AMD ENGINEERING, LLC

---

DESCRIPTION FOR A ZONING CHANGE REQUEST IN  
SECTION 14, BLOCK E-2,  
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 1.16-acre tract of land located in Section 14, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the most northern Southeasterly corner of Tract F-1 of Raintree (CCFN: 2011007246) bears S 46° 49' 32" W an approximate distance of 14.13 feet;

THENCE N 88° 07' 57" W an approximate distance of 158.00 feet;

THENCE N 01° 47' 01" E an approximate distance of 302.60 feet;

THENCE S 88° 07' 57" E an approximate distance of 153.02 feet;

THENCE S 43° 10' 26" E an approximate distance of 21.20 feet;

THENCE S 01° 47' 01" W an approximate distance of 277.62 feet to the Point of Beginning and containing approximately 1.16-acres.

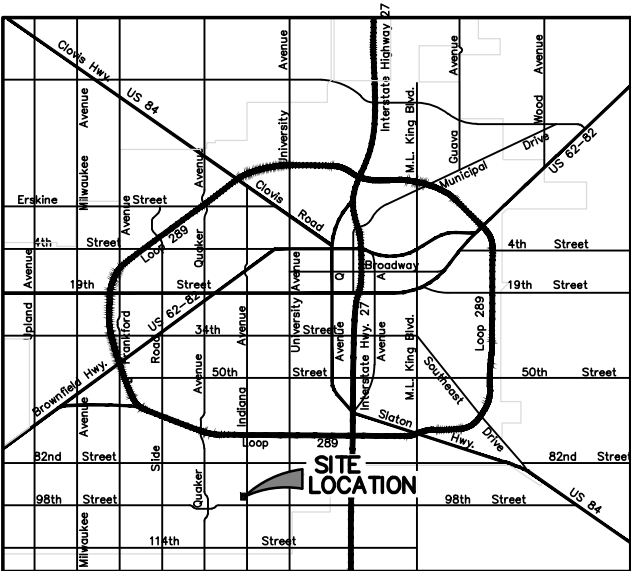
This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Community Christian Church  
December 31, 2024

ZONE CHANGE APPLICATION  
EXHIBIT

A 1.16 ACRE TRACT OF LAND  
LOCATED IN SECTION 14,  
BLOCK E-2, LUBBOCK  
COUNTY, TEXAS

NOTES:  
SCALE: 1" = 150'



VICINITY MAP  
NOT TO SCALE



SCALE: 1" = 150'



CIVIL ENGINEERING  
LAND SURVEYING

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

Phone: 806-771-5976  
Fax: 806-771-7625  
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity



## Staff Report

Zone Case 1794-K

City Council Meeting

February 25, 2025

**Applicant** AMD Engineering, LLC

**Property Owner** Community Christian Church

**Council District** 4

### **Prior Board or Council Action**

- October 28, 1971, Ordinance No. 6201: The subject property was annexed into city limits and zoned Single-Family District (R-1).
- November 10, 1977, Zone Case 1794-E, Ordinance No. 7582: The subject property was rezoned from R-1 to High-Density Apartment District (A-2).
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from A-2 to High Density Residential District (HDR) with the adoption of the Unified Development Code.
- February 6, 2024, Zone Case 1794-K: The Planning and Zoning Commission recommended approval of a zone change from HDR to Auto-Urban Commercial District (AC) by a vote of 7-1-0.

### **Notification Summary**

- Notifications Sent: 54
- Received In Favor: 0
- Received In Opposition: 11 (1 outside the notification boundary)

### **Site Conditions and History**

The subject property is 3417 96<sup>th</sup> Street, platted as Raintree Addition, Tract F-1, on February 8, 2011. A church was developed on this property in 1991.

### **Adjacent Property Development**

The property to the north is developed as townhouses, zoned Medium Density Residential District (MDR). The property to the east is a church, zoned High Density Residential District (HDR). The properties to the south are undeveloped land, zoned NC, and townhouses, zoned Low Density Single-Family District (SF-2). The properties to the west are townhouses, zoned MDR.

### **Zoning Request and Analysis**

#### *Item Summary*

The subject property is addressed as 3417 96<sup>th</sup> Street, located south of 96<sup>th</sup> Street and west of Indiana Avenue, Raintree Addition, Tract F-1. The applicant requests a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC).

**Current zoning:** High Density Residential District (HDR)

**Requested zoning:** Auto-Urban Commercial District (AC)

#### *Intent Statements*

The purpose of the current HDR zoning district is to provide for three subdivision types:

- A. Conventional. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.
- B. Village. Mixed housing types, including townhouses, detached single-family garden homes, and low-

to mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.

- C. Mixed-Use. Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares.”

The intent of the requested AC zoning 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.”

#### *Traffic Network/Infrastructure Impacts*

The property is located south of 96<sup>th</sup> Street, which is designated as a Local Street and west of Indiana Avenue, which is designated as a Principal Arterial 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 typically provide access to smaller, destination-oriented areas, such as neighborhoods, subdivision or local business districts.

#### *Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area.

#### *Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Commercial land uses and the requested zoning would be appropriate.

#### *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 zoning and uses allowed within the AC 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

Victoria Lewelling  
Planner  
Planning Department  
806-775-2021  
[vwelling@mylubbock.us](mailto:vwelling@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 1794-K



**Allowable Uses:** [Auto-Urban Commercial District \(AC\)](#)

**Transportation:** The proposed development has points of access from Indiana Avenue and 96<sup>th</sup> Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue, Principal Arterial, <i>Completed</i>	R.O.W 110 feet, seven-lane, undivided, paved.	R.O.W 110 feet, seven-lane, undivided, paved.
96 <sup>th</sup> Street, Local Street, <i>Completed</i>	R.O.W. 60 feet, two-lane, undivided, paved.	R.O.W. 60 feet, two-lane, undivided, paved.

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### ***Draft Planning and Zoning Commission Minutes***

#### **District 4**

3.4 **Zone Case 1794-K:** AMD Engineering, LLC for Community Christian Church, request for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at:

- 3417 96<sup>th</sup> Street, located north of 98<sup>th</sup> Street and west of Indiana Avenue, on 1.16 acres out of Raintree Addition, Tract F-1.

**PLANNER VICTORIA LEWELLING** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT WILL STEVENS**, 3515 68<sup>th</sup> Street, with AMD Engineering, discussed the proposed site plan for the property and answered questions from the Commission.

**IN OPPOSITION MARCUS HURD**, 3406 96<sup>th</sup> Street, discussed the beautiful and peaceful neighborhood and stated he is opposed to a commercial use in the proposed location. The buffer fence will be an eye sore and will only worsen a few years after construction. He is concerned about his property value decreasing.

**IN OPPOSITION BILLIE AND DAVID STELZER**, 3414 96<sup>th</sup> Street, own the duplex north of the property. This will decrease their property value. They are concerned about the noise level. This will be disruptive to the neighborhood and will bring traffic.

**IN OPPOSITION RACHAEL MEYERS**, 9609 Ithaca Avenue, remarked this is a retirement community. As she works from home and homeschools her five kids, a commercial carwash would be an incredible distraction to their residential life.

**IN FAVOR ANTHONY ARELLANO**, 1509 Yorkshire Avenue, Wolfforth, as the Director of Operations for Mighty Wash, responded to the spoken concerns. He noted that property values will not decrease, and gave an example of another neighborhood next to a car wash that has increased in value. They have power locks on their systems which suppress the sound that comes out of the tunnel. It is amplified in the vehicle in the tunnel, but a noise study was conducted and the data backs up the claim that noise pollution will not be an issue. **Mr. Arellano** also added that traffic on Indiana isn't going to be increased, but rather the layout is designed to pull the traffic from Indiana.

In the matter of **Zone Case 1794-K**, a motion was made by **TAREK REDWAN** 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.

**TERRI MORRIS** cast the vote in opposition.

# Zoning Case 1794-K



Indiana Ave

98th St

## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop



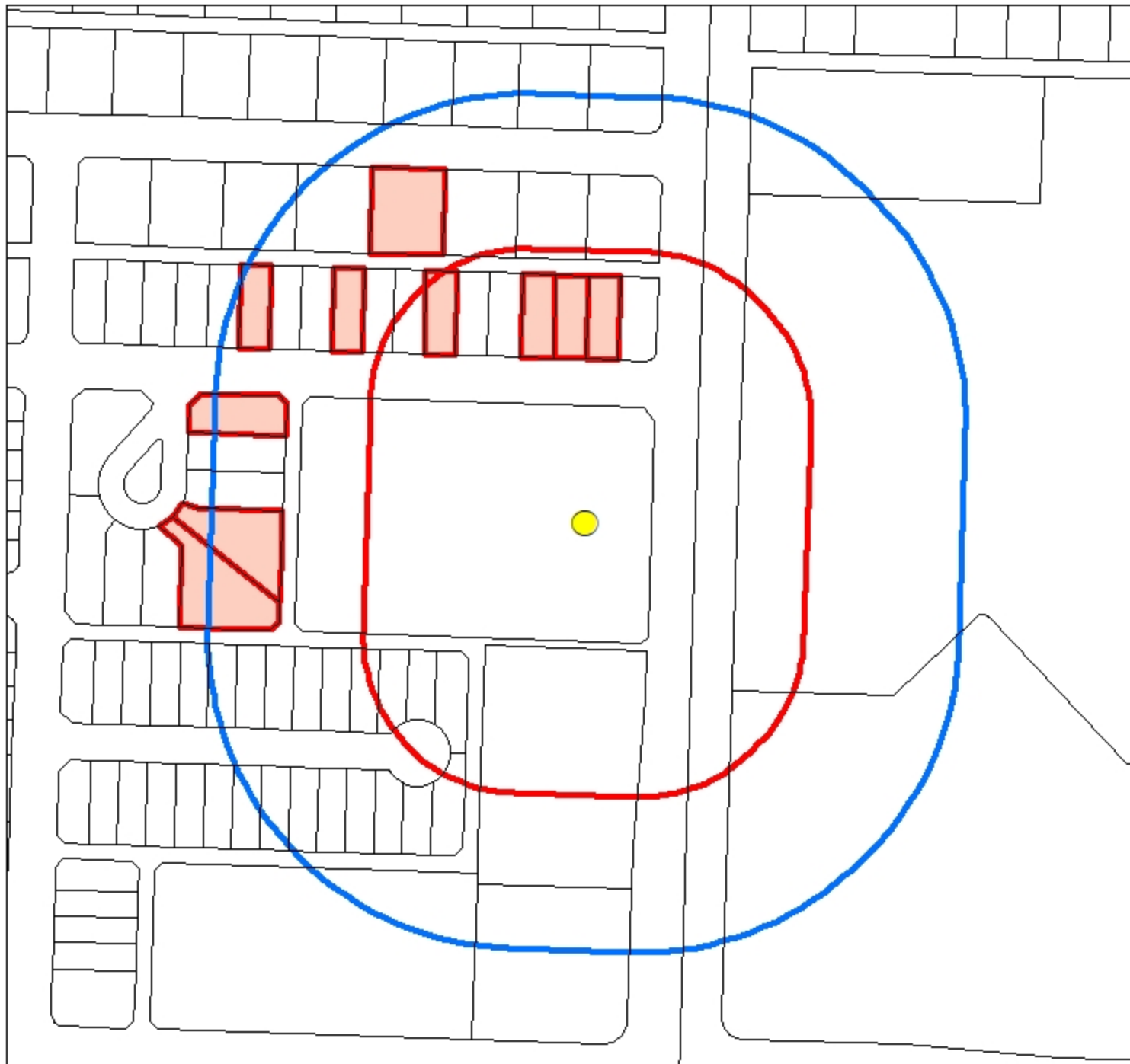
Date Exported: January 2025

# PZC Mailout Notifications Received



## Legend

- LCAD.DBO.TaxParcel
  - LocatorPnt1794\_K
  - MailoutBuffer1794\_K\_200ft
  - MailoutBuffer1794\_K\_400ft
  - <all other values>
- ### Notification Result
- In Favor
  - No Feedback
  - Opposed

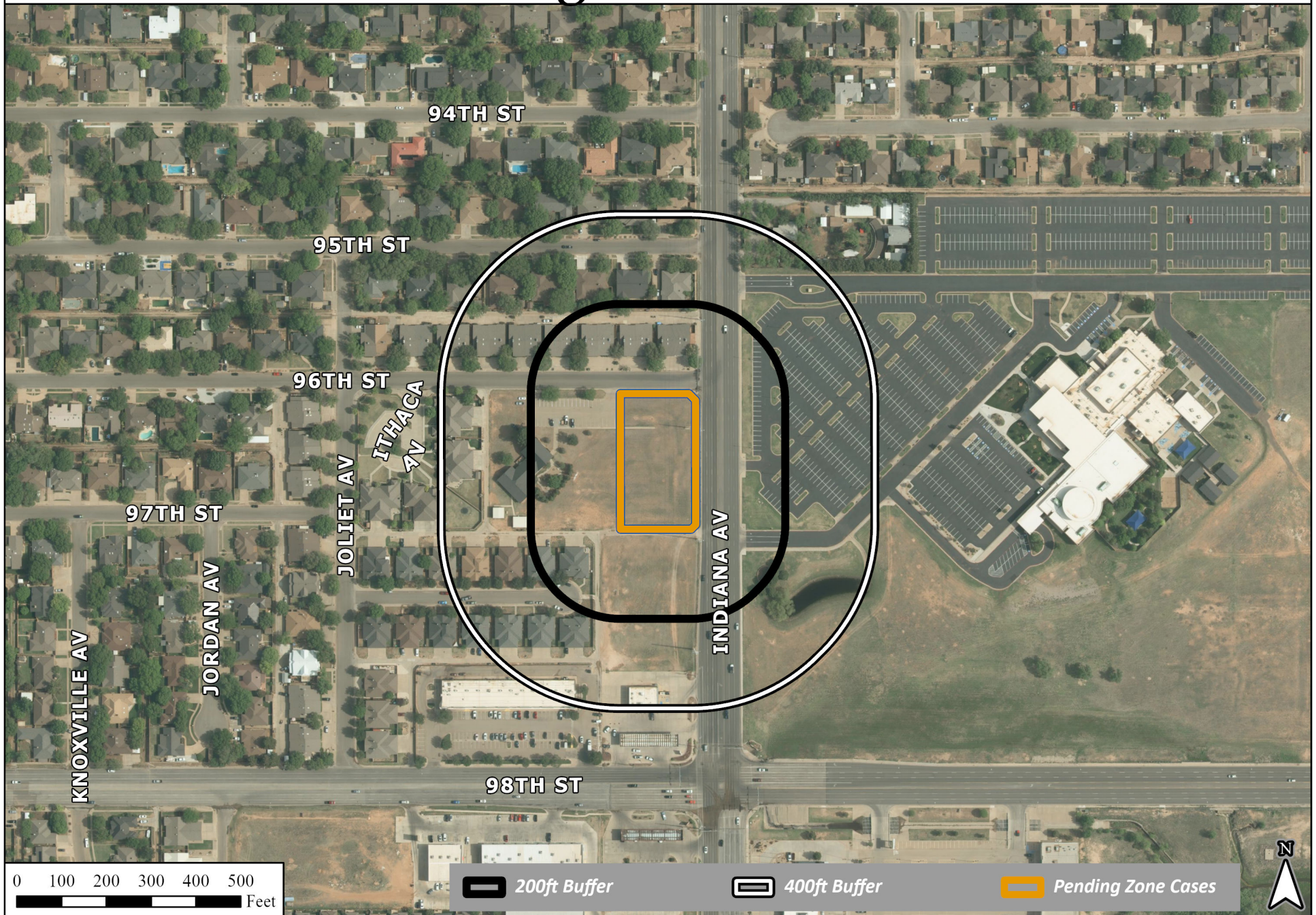


Created by Planning Department  
Date: 2/6/2025

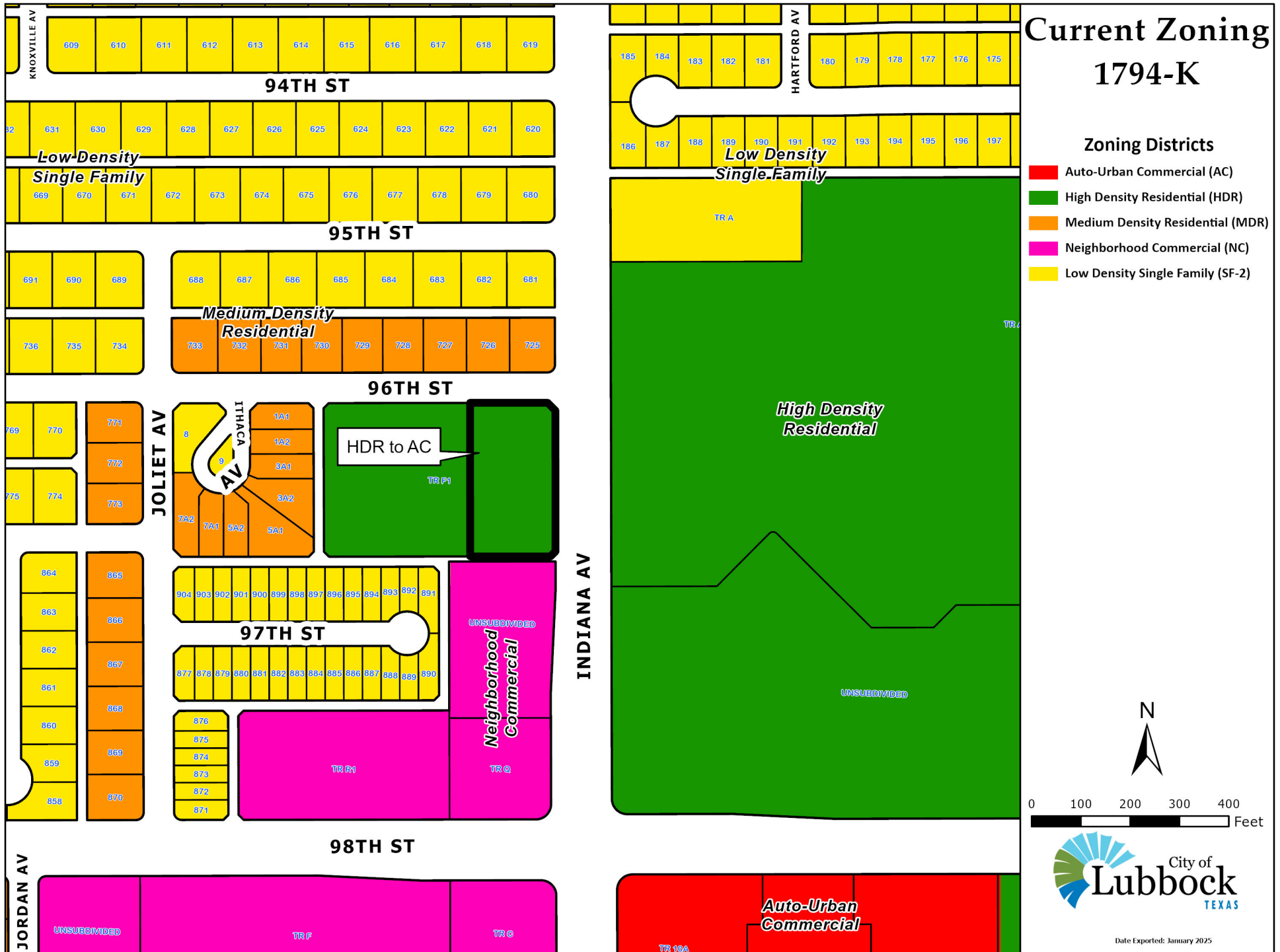
0 115 230 460 Feet



# Zoning Case 1794-K

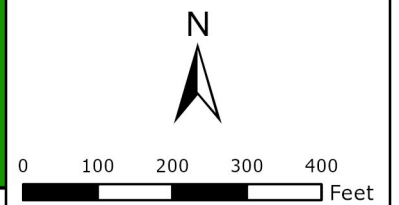


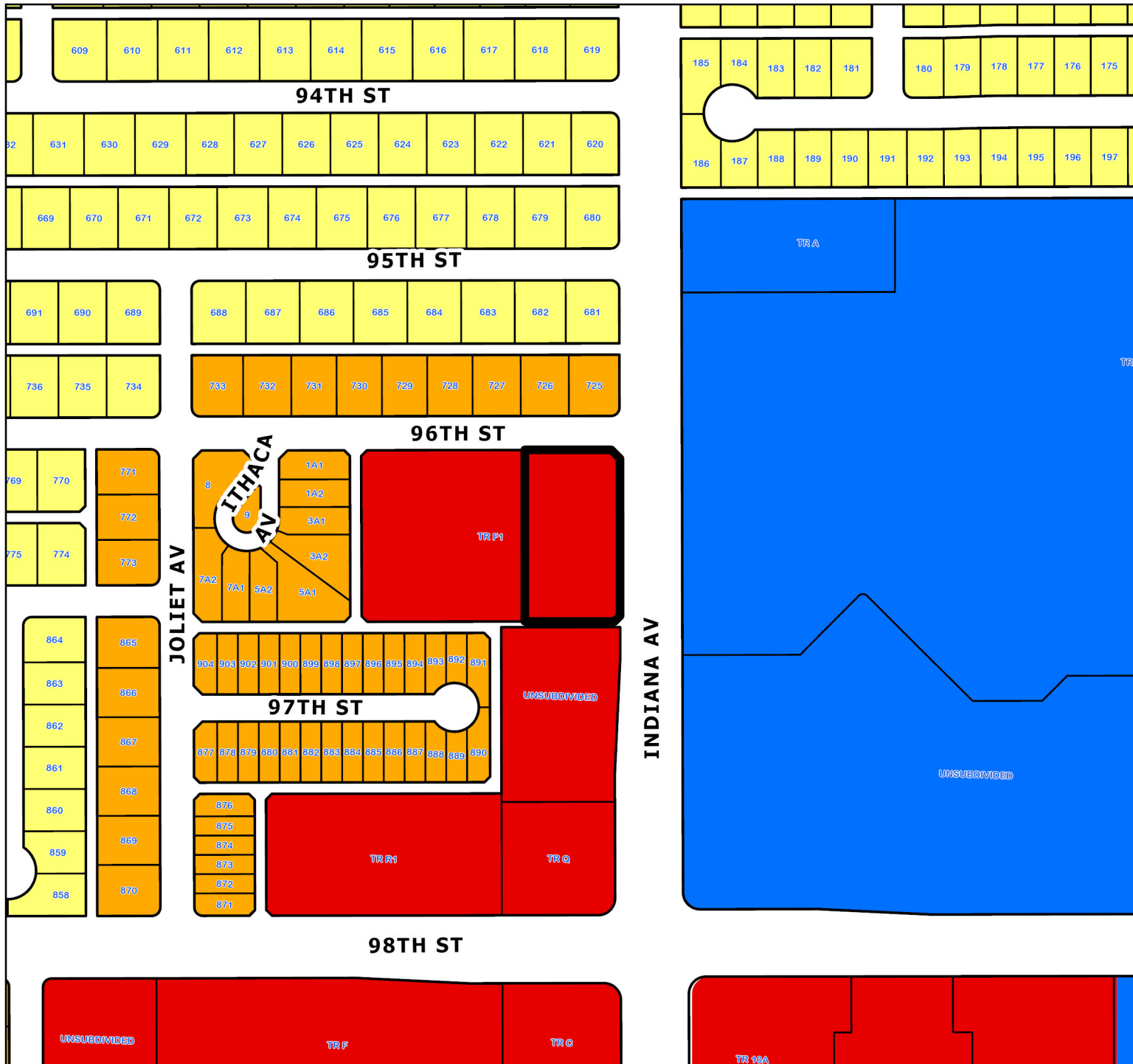




# Current Zoning 1794-K

- Zoning Districts**
- Auto-Urban Commercial (AC)
  - High Density Residential (HDR)
  - Medium Density Residential (MDR)
  - Neighborhood Commercial (NC)
  - Low Density Single Family (SF-2)





## Future Land Use Plan Case 1794-K

- Commercial
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density



0 100 200 300 400 Feet



Date Exported: January 2025

1794-K



View west. Subject property.



View east.

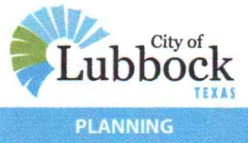


View north.



View south.





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: SW Corner of 96th and Indiana - 3417 96th Street  
Lots/Tracts: Raintree, Tract F-1  
Survey & Abstract: PIN 50004  
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 1.16  
Existing Land Use: Commercial-Church Existing Zoning: HDR  
Requested Zoning: Auto-Urban Commercial (AC)  
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  
Address: 6515 68th St., Suite 300 City: Lubbock State: TX  
ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
Applicant's Signature: [Signature]  
Date: 01/02/2025 Printed Name: Will Stephens

**Owner Information**

Firm Name: Community Christian Church  
Owner: Verdena B. Spears, Trustee  
Address: 3417 96th St City: Lubbock State: TX  
ZIP Code: 79423 Telephone: 806-792-0500 Email: \_\_\_\_\_  
Property Owner's Signature: Verdena B. Spears, Trustee  
Date: 12/31/2024 Printed Name: Verdena B. Spears

**Preparer Information**

Preparer's Signature: [Signature]  
Date: 01/02/2025 Printed Name: Will Stephens

**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](mailto: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](mailto: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.: **1794-K**

In Favor

Opposed

Reasons and/or Comments:

Will reduce value of my property! This is a residential zone (HDR). We do not want it converted into a Commercial zone. Too Much noise + traffic for a Residential zone. Will increase Trash in the area, as well as higher levels of traffic + the associated problems that will arise from that!

Print Name Billie Stelzer  
Signature: Billie Stelzer  
Address: 6003 84th St.  
Address of Property Owned: 3414 96th St.  
Phone Number: 806-781-9842  
Email: hi.billie@gmail.com

Zone Case Number: **1794-K**

R48386

Recipient 2 of 54

STELZER, BILLIE

6003 84TH ST

LUBBOCK TX 79424

RECEIVED  
FEB 03 2025  
BY: \_\_\_\_\_



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1794-K**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

*See comments attached*

Print Name HAROLD ANA JEANETTE LEWIS

Signature: Harold Lewis Jeanette Lewis

Address: 3404 96th St. Lubbock, Texas 79423

Address of Property Owned: 3404 96th St Lubbock, Texas 79423

Phone Number: 806-745-5717 - Home number

<sup>no</sup> Email: ~~no~~ 806 789-8874 - cell phone number

Zone Case Number: **1794-K**

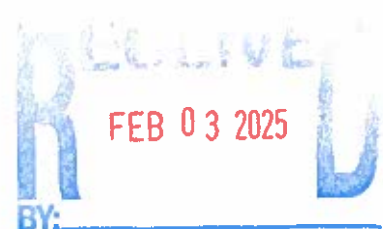
R55799

Recipient 28 of 54

LEWIS HAROLD & JEANETTE

3404 96TH ST

LUBBOCK TX 79423



We have consulted a Realtor who has been in the business a long time and he feels the same way we do that if Mighty Wash gets their permits and builds on the property like they plan, if we ever decide to sell our property it would decrease the value of ours because of Mighty Wash.

We have been told there will be no entrance or exit on to 96th Street and that is good.

We know and like the people who go to Community Christian Church and realize they need to sell their property but due to our age and financial condition we have to consider ourselves and our situation also. We thank you for your consideration  
Harold & Jeanette Lewis

## Comments

January 29, 2025

Harold will be 90 in July  
and Jeanette will be 88 in March  
We purchased our home 12  
years ago at 3404 96th Street  
Lubbock Texas and if we had  
any idea the property across  
the street would be zoned  
Commercial for a Mighty  
Car Wash we would not  
have bought our home.  
The property for sale is  
on 3417 96th Street (Mighty  
Wash.) - Indiana Street is  
very busy at times and  
noisy. at times there have  
been cars lined up on 96th  
in front of our house  
waiting to get on to Indiana  
because it is so busy.

**From:** CityPlanning  
**Sent:** Monday, February 3, 2025 2:54 PM  
**To:** Victoria Lewelling  
**Subject:** FW: Regarding Zone Case 1794-K

**From:** Rachel Myers <[rach.myers01@gmail.com](mailto:rach.myers01@gmail.com)>  
**Sent:** Monday, February 3, 2025 2:38 PM  
**To:** CityPlanning <[cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)>  
**Subject:** Regarding Zone Case 1794-K

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**It could contain harmful attachments or links to harmful web pages.**

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Good afternoon,

I am writing in today regarding the following request that is being put before you for: District 4 3.4 Zone Case 1794-K: AMD Engineering, LLC for Community Christian Church, request for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at: • 3417 96th Street, located north of 98th Street and west of Indiana Avenue, on 1.16 acres out of Raintree Addition, Tract F-1.

Please do not approve this request for rezoning. My home address is 9609 Ithaca Avenue, Lubbock, TX 79423.

We only have the little community church between our house and Indiana Avenue. The church causes little to no traffic during the weekdays which is very important to my family. I work from home and the additional noise and traffic would be detrimental. I also do not like the prospect of more traffic being so close to my house when my kids are home and playing outside in the evenings. Car wash facilities often have very loud music playing so the employees can enjoy their time while working - which I think is great, but I don't want that in my backyard. Our area is also filled with retirees who value their peace and quiet - who are home for much of the day as well.

Additionally, I firmly believe that rezoning for an auto commercial property so close to our residential area will have a strong negative impact upon our home values. This is not currently an issue for us because, as I noted above, we only have the little church right next to us. Everything else surrounding is residential until you get to the south facing road on 98th Street.

Lastly, I implore you to please consider that there are so many other locations in which a car wash can be built. Lubbock is so vast and there is so much wonderful opportunity for growth.

Please do not approve this request to rezone because it will have an immediately negative impact on those of us who live in Raintree - especially families like mine that would be right next to the potential facility. I am pro-growth, but not at the sacrifice of neighborhood peace, safety and value.

Thank you for your time and consideration.

Sincerely,  
Rachel Myers  
806-252-8855

**From:** CityPlanning  
**Sent:** Tuesday, February 4, 2025 7:57 AM  
**To:** Victoria Lewelling  
**Subject:** FW: Re-Zoning Case #1794-K  
**Attachments:** [doc01838320250203165917.pdf](#)

**From:** Donna Sue Clements <[donnasue@remaxlubbock.com](mailto:donnasue@remaxlubbock.com)>  
**Sent:** Monday, February 3, 2025 9:54 PM  
**To:** CityPlanning <[cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)>  
**Subject:** Re-Zoning Case #1794-K

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---

Hello Lubbock City Planning Folks!

Please see the attached document opposing the Re-Zoning request #1794-K.

Our property is 3426 96th Street Lubbock TX 79423.

The scan of the document cut off some of the verbiage. It should read like this:

We are strongly opposed to this re-zoning request due to the noise generated by a car wash. We are advocating on behalf of our current residents and their quality of neighborhood in the Raintree area. Please consider the effect this re-zoning will have on affordable housing in our city. Businesses of this type who generate substantial noise should be located in newer construction areas so home owners who purchase a property near such businesses know and are aware of the adverse effect. Thank you for your consideration.

Best,  
Donna Sue and Ed Clements  
Owners, Walking C Realty, LLC

--

[Texas Real Estate Commission Information About Brokerage Services](#)  
[Texas Real Estate Commission Consumer Protection Notice](#)

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1794-K**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

Traffic complications  
in an already problematic  
intersection.

More noise  
possible decline in property value.

Print Name Kathleen J Jones  
Signature: Kathleen Jones  
Address: 3407 95th  
Address of Property Owned: 3407 95th  
Phone Number: 806 928-9036  
Email: jkathie26@gmail.com

Zone Case Number: **1794-K** R95750  
JONES, BOBBY D  
& KATHLEEN J 3407 95TH ST  
LUBBOCK TX 79423-3802

Recipient 16 of 54





Thank you, Rhonda Kauk

That would NOT be so Noisy!!

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1794-K**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

- 1) Property value goes down
- 2) Noise!!!
- 3) Invasion of rodents during Building phase
- 4) Increased & unwanted traffic on 96th
- 5) NOISE!!!
- 6) Ask yourself, would you like a massive car wash being built directly across the street from where you lived?????

Print Name: Rhonda Kauk  
Signature: Rhonda Kauk  
Address: 3408-96th  
Address of Property Owned: 3408-96th  
Phone Number: 806-787-5561  
Email: rhjeka@email.com

Zone Case Number: **1794-K** R55628 Recipient 26 of 54  
KAUK, RHONDA (TOD)  
3408 96TH ST  
LUBBOCK TX 79423-3829

- 1) Too many car washes on south Indiana anyway, or build one farther south on Indiana away from residential areas.

2) If the church wants "more money" for charity work, they should sell the land to, maybe, a builder of business offices, anything

RECEIVED  
JAN 29 2025  
BY:

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **1794-K**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

There is already plenty of commercial space at 98th + Indiana and plenty of room to grow. This tract affected by Zoning Case 1794-K should be reserved for residential development only.

Print Name KEITH CARLISLE

Signature: Keith E. Carlisle

Address: 1826 Mayflower Dr, Dallas, TX 75208

Address of Property Owned: 3420 96th St, Lubbock, TX 79423

Phone Number: 214-755-2860

Email: carlisle\_keith@icloud.com

Zone Case Number: **1794-K**

R48336

Recipient 53 of 54

CARLISLE, KEITH EDWARD

1826 MAYFLOWER DR

DALLAS TX 75208

**From:** CityPlanning  
**Sent:** Wednesday, February 5, 2025 10:56 AM  
**To:** Victoria Lewelling  
**Subject:** FW: Regarding Zone Case 1794-K

-----Original Message-----

From: Missy cunningham <[missycunningham@att.net](mailto:missycunningham@att.net)>  
Sent: Wednesday, February 5, 2025 10:15 AM  
To: CityPlanning <[cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)>  
Subject: Regarding Zone Case 1794-K

<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.

Good morning,

I'm writing this morning to request you deny the reasoning request for case 1794-K.

I am the current resident of 9607 Ithaca Avenue, Lubbock, TX 79423.

I believe this reasoning request and subsequent building of a car wash on so close to my residence - or any residential property - is damaging to my property value, safety, and bad for the amount of noise it will generate.

I am a retiree who enjoys my quiet area. Please do not approve this request. A car wash will be loud, create a lot of traffic and will reduce my property value.

Also, my great grandson spends quite a bit of time here. I do not want him to be subjected to the noise and extra traffic that would come as a result of this change.

I appreciate your time and consideration. Please do not approve this reasoning request and encourage the business to seek to grow elsewhere - not in our backyard.

Sincerely and respectfully,  
Missy Cunningham

**From:** CityPlanning  
**Sent:** Wednesday, February 5, 2025 8:27 AM  
**To:** Victoria Lewelling  
**Subject:** FW: Zone case 1794-K

---

**From:** Starkey, Jacqueline <[Jacqueline.Starkey@va.gov](mailto:Jacqueline.Starkey@va.gov)>  
**Sent:** Wednesday, February 5, 2025 7:53 AM  
**To:** CityPlanning <[cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us)>  
**Subject:** Zone case 1794-K

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---

Good morning,

I am writing regarding the request that is being put before you today for: District 4 3.4 Zone Case 1794-K; AMD Engineering, LLC for Community Christian Church, request for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at 3417 96<sup>th</sup> Street, located north of 98<sup>th</sup> Street west of Indiana Avenue, on 1.6 acres our of Raintree Addition, Tract F-1.

Please DO NOT APPROVE this request. My 86 year old mother lives at 9613 Ithaca Avenue, Lubbock, Texas 79423.

I am writing on behalf of my 86 year old mother who lives in this quite little community, which has very little traffic and road noise. There is a little community church between her house and Indiana Avenue which causes little to no traffic noise during the week and rarely on the weekends. The loud and disruptive noise of construction with heavy machinery, alone would be a nightmare for this little community. A car washing facility often have loud music, equipment, and heavy traffic noise during the better part of the day. This would disrupt her small quite community, which houses many retirees who want to enjoy their peace and quiet. Indiana Avenue is a busy street with Lubbock's growing population but adding a car washing facility to this residential area with make the traffic much more congested.

Additionally, I firmly believe this rezoning for a auto commercial property so close to her residential area will heavily impact her property value. This does not impact her at this point with the small community church but adding a loud commercial business would most definitely drive down the property value.

I urge you to please consider many other locations where a car wash could be built that are not so close to residential area. We are all for the growth and development of Lubbock, but not at the sacrifice of Raintree's peace, safety and value.

Thank you for taking this request into consideration.

Sincerely,

Jacqueline Starkey (on behalf of resident Hazel Bidy)  
806-632-5949

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.: **1794-K**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

Print Name MARCUS HURD  
Signature: *Marcus Hurd*  
Address: 3406 96<sup>th</sup> LUBBOCK TX 79423  
Address of Property Owned: 3406-96<sup>th</sup> LUBBOCK TX 79423  
Phone Number: 702-370-9457  
Email: 60FORBIN11@GMAIL.COM

Zone Case Number: **1794-K**

R96909

Recipient 27 of 54

HURD, DON M

3406 96TH ST

LUBBOCK TX 79423

RECEIVED  
FEB 05 2025  
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.: **1794-K**

In Favor

Opposed

☐  
☒

Reasons and/or Comments:

Print Name: Penny Ritchie  
Signature: Penny Ritchie  
Address: 9601 Ithaca Ave  
Address of Property Owned: 9601 Ithaca Ave  
Phone Number: 940-452-5195  
Email: pennyritchie123@gmail.com

Zone Case Number: **1794-K**

R313004

Recipient 30 of 54

RITCHIE, PENNY

9601 ITHACA AVE

LUBBOCK TX 79423

RECEIVED  
FEB 06 2025  
BY: \_\_\_\_\_

---

## **Information**

### **Agenda Item**

**Public Hearing - Planning (District 5):** Consider a request for Zone Case 2916-F, a request of SK Architecture Group, LLC, for a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC), at 8310 and 8314 Upland Avenue, located south of 82nd Street and west of Upland Avenue, Centerline Addition, Tracts B and C, and consider an ordinance.

### **Item Summary**

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on February 6, 2025, 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

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## **Attachments**

Ordinance 2916-F  
Staff Report 2916-F  
Documentation 2916-F

**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. 2916-F; A ZONING CHANGE FROM IP TO NC ZONING DISTRICT AT 8310 AND 8314 UPLAND AVENUE, LOCATED SOUTH OF 82ND STREET AND WEST OF UPLAND AVENUE, CENTERLINE ADDITION, TRACTS B AND 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**, 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. 2916-F**

**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 **IP** to **NC** zoning district at **8310 and 8314 Upland Avenue, located south of 82nd Street and west of Upland Avenue, Centerline Addition, Tracts B and C, City of Lubbock, Lubbock County, Texas.**

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 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 *FORKS*

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2916-K  
February 6, 2025

Staff Report		Zone Case 2916-F
City Council Meeting		February 25, 2025

**Applicant** SK Architecture Group, LLC

**Property Owner** SK Architecture Group, 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).
- September 13, 2001, Zone Case 2916, Ordinance No. 2001-00066: The subject properties were rezoned from T to General Retail District (C-3).
- November 2, 2017, Zone Case 2916-A, Ordinance No. 2017-00138: The subject properties were rezoned from C-3 to Interstate Highway Industrial District (IHI) with limiting conditions.
- December 17, 2019, Zone Case 2916-B, Ordinance No. 2019-00170: The subject properties were rezoned from IHI with limiting conditions to IHI.
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from IHI to Industrial Park District (IP) with the adoption of the Unified Development Code.
- February 6, 2024, Zone Case 2916-F: The Planning and Zoning Commission recommended approval of a zone change from IP to Neighborhood Commercial District (NC) by a vote of 8-0-0.

**Notification Summary**

- Notifications Sent: 28
- Received In Favor: 1
- Received In Opposition: 0

**Site Conditions and History**

The subject properties are 8310 and 8314 Upland Avenue, originally platted as Centerline Addition, Tracts B and C, on September 28, 2020. The property is currently undeveloped.

**Adjacent Property Development**

The property to the north is developed as commercial warehousing, zoned Industrial Park District (IP). The properties to the east are developed with commercial offices, zoned Office District (OF) and Neighborhood Commercial District (NC). The property to the south is undeveloped land, zoned IP. The properties to the west are commercial offices, zoned IP and Heavy Commercial District (HC).

**Zoning Request and Analysis**

**Item Summary**

The subject properties are addressed as 8310 and 8314 Upland Avenue, located south of 82<sup>nd</sup> Street and west of Upland Avenue, Centerline Addition, Tracts B and C. The applicant requests a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC).

**Current zoning:** Industrial Park District (IP)

**Requested zoning:** Neighborhood Commercial District (NC)

### *Intent Statements*

The purpose of the current IP zoning district is “to provide for low-impact manufacturing, wholesaling, warehousing, and distribution activities that occur within enclosed buildings, typically within industrial park settings.”

The intent of the requested NC 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.”

### *Traffic Network/Infrastructure Impacts*

The property is located south of 82<sup>nd</sup> Street and west of Upland Avenue, which are both designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Principal Arterials provide connectivity across the transportation network serving high volume needs of local and regional traffic.

### *Compatibility with Surrounding Property*

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

### *Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Heavy Commercial land uses. While this request is for a more restrictive commercial district, it would still be appropriate along Upland Avenue and adjacent to existing uses.

### *Conformance with Zoning Ordinance*

The proposed zone change is in conformance with the zoning ordinance and will be appropriate at the proposed location.

### *Suitability of Property for Allowed Uses*

The property is suitable for the proposed district, as it would not change the characteristics of the existing neighborhood.

### *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

Victoria Lewelling  
Planner  
Planning Department  
806-775-2021  
[vwelling@mylubbock.us](mailto:vwelling@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)



## Case Information: Zone Case 2916-F



**Allowable Uses:** [Neighborhood Commercial District \(NC\)](#)

**Transportation:** The proposed development has a point of access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue, Principal Arterial, <i>Incomplete</i>	R.O.W 110 feet, two-lane, undivided, paved.	R.O.W 110 feet, seven-lane, undivided, paved.

**Engineering Comments:** No comments.

**Public Works Comments:** No comments.

**Building Safety Comments:** No comments.

**Fire Marshal Comments:** No comments.

### ***Draft Planning and Zoning Commission Minutes***

#### **District 5**

3.5 **Zone Case 2916-F:** SK Architecture Group, LLC, request for a zone change from Industrial Park District (IP) to Neighborhood Commercial District (NC), at:

- 8310 and 8314 Upland Avenue, located south of 82<sup>nd</sup> Street and west of Upland Avenue, Centerline Addition, Tracts B and C.

**PLANNER VICTORIA LEWELLING** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT GABRIEL SANCHEZ**, 8355 Upland Avenue, with SKS Architecture Group, discussed the proposed site plan for the property and answered questions from the Commission.

No one appeared to speak in favor or in opposition.

In the matter of **Zone Case 1794-K**, a motion was made by **ROBERT WOOD** and seconded by **TAREK REDWAN** 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 2916-F

82nd St

Quincy Ave

Upland Ave



90th St

## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop








Date Exported: January 2025

# PZC Mailout Notifications Received

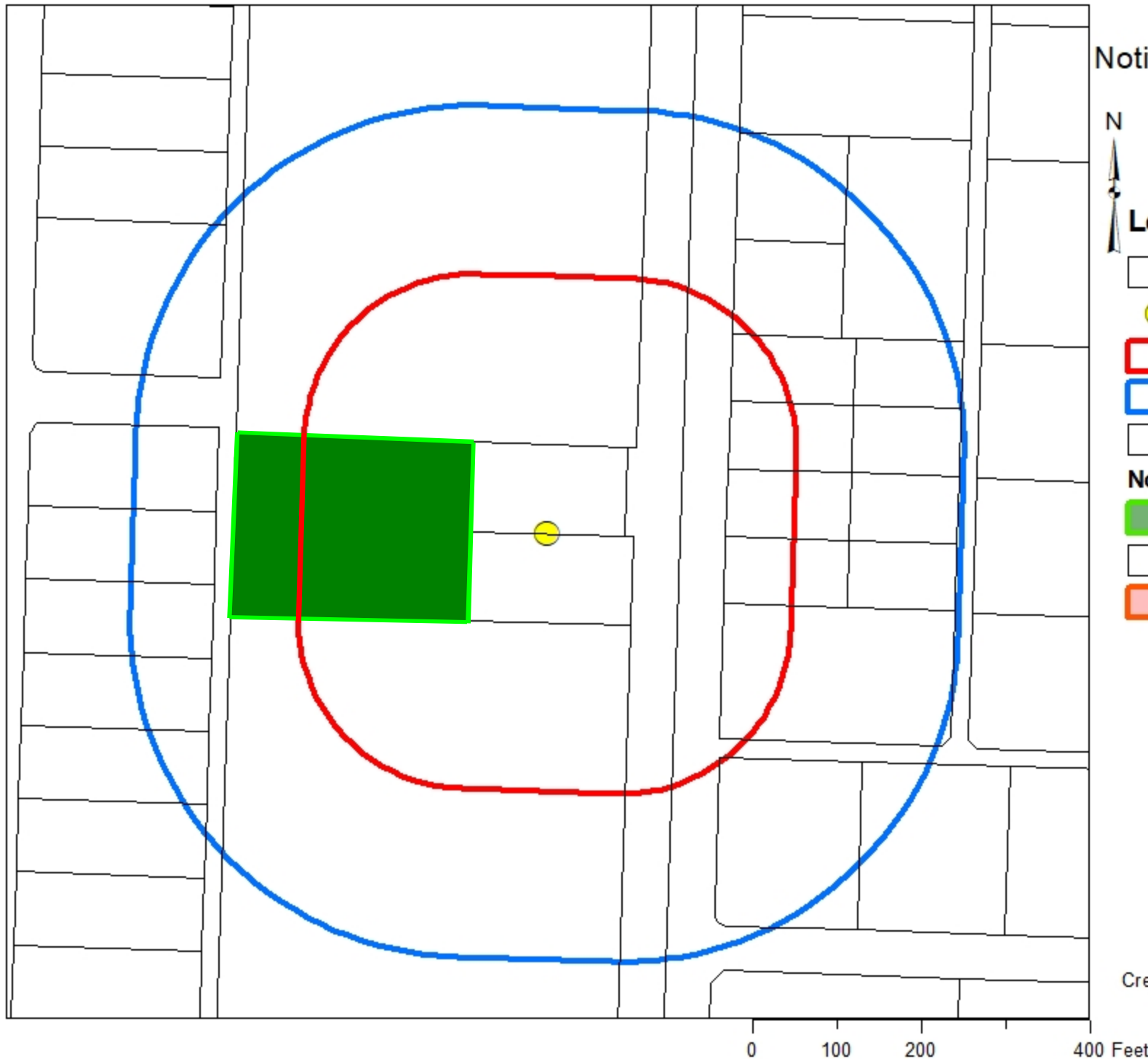


## Legend

-  LCAD.DBO.TaxParcel
-  LocatorPnt2916\_F
-  MailoutBuffer2916\_F\_200ft
-  MailoutBuffer2916\_F\_400ft
-  <all other values>

## Notification Result

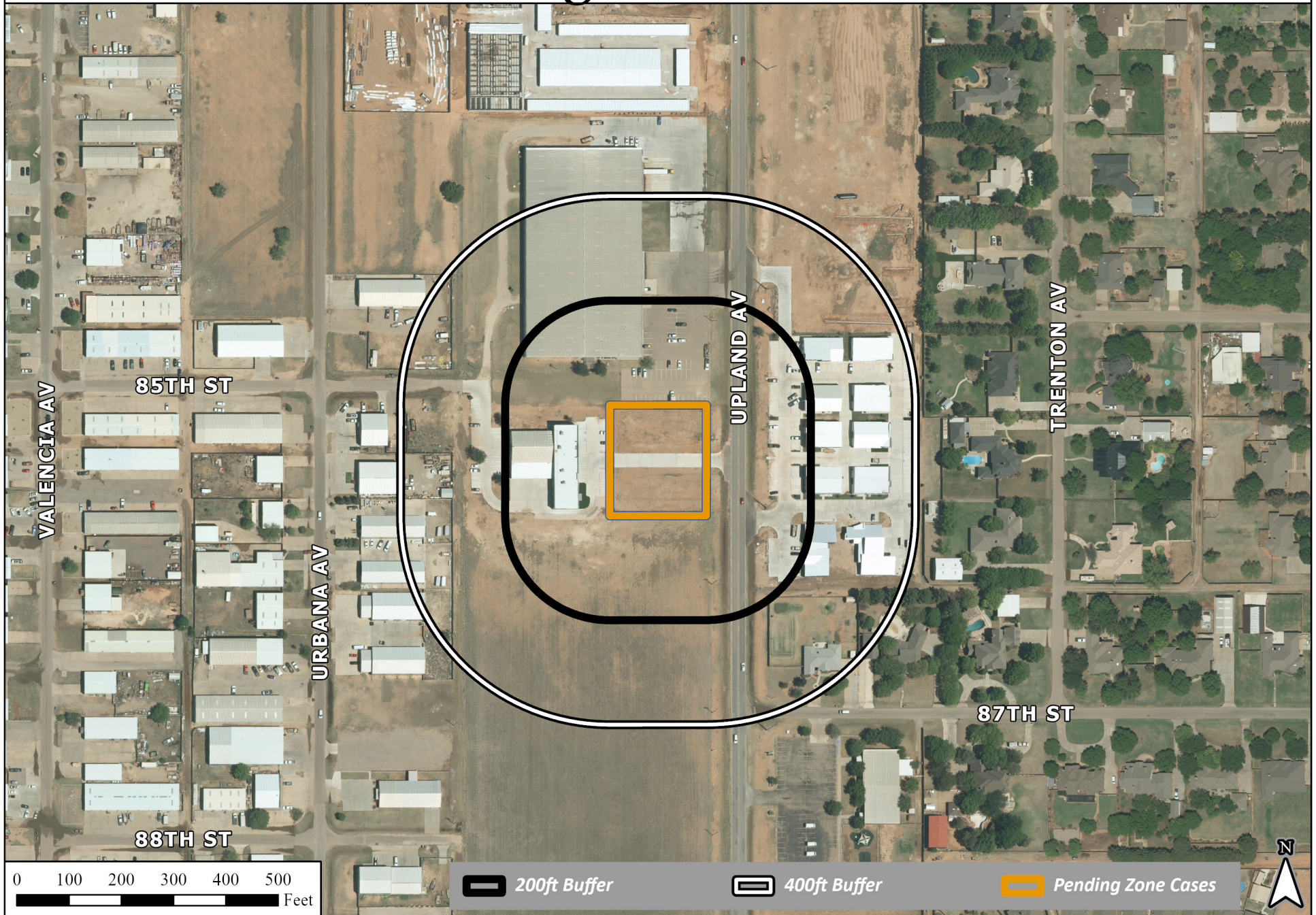
-  In Favor
-  No Feedback
-  Opposed

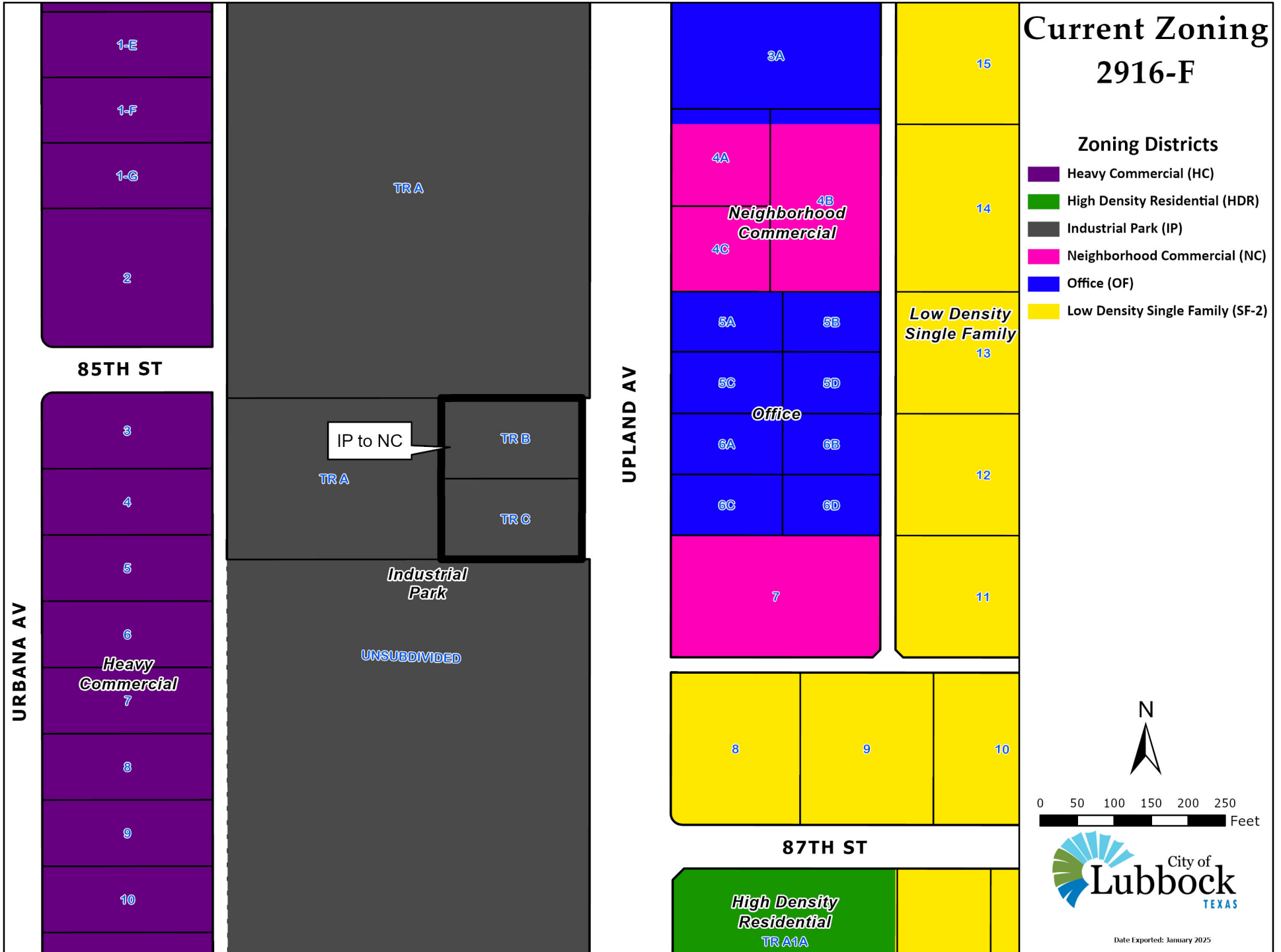


Created by Planning Department  
Date: 1/30/2025

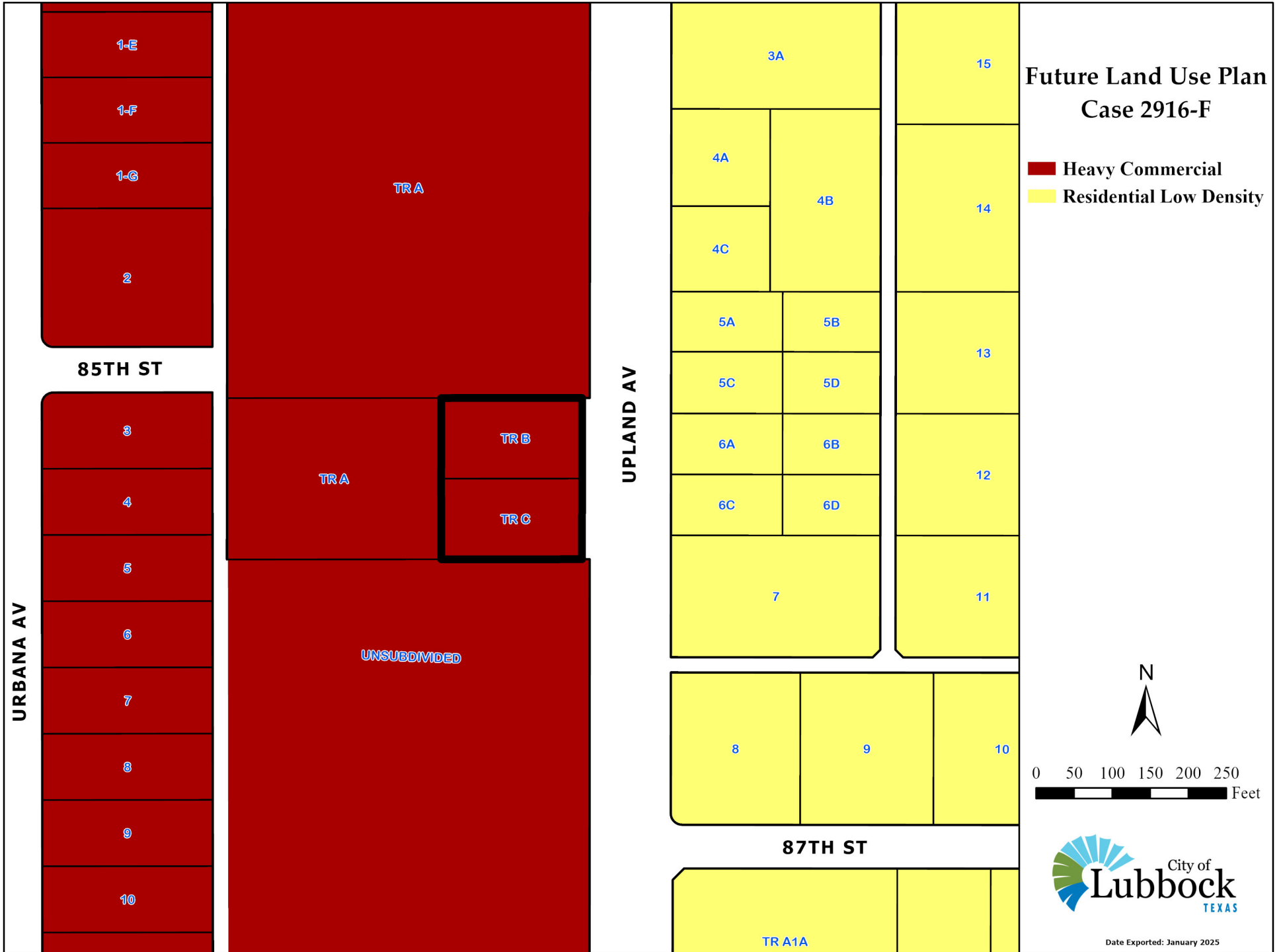


# Zoning Case 2916-F











2916-F



View west. Subject property.



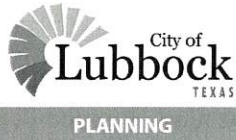
View east.



View north.



View south.



Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**


**Project Information**

Location or Address: 8314 & 8310 Upland Ave  
Lots/Tracts: CENTERLINE TR C & B  
Survey & Abstract: \_\_\_\_\_  
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: .92  
Existing Land Use: Vacant Existing Zoning: Industrial Park  
Requested Zoning: Neighborhood Commercial  
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: SK ARCHITECTURE GROUP LLC  
Owner: Sara Bradshaw  
Address: 8355 Upland Ave City: Lubbock State: Texas  
ZIP Code: 79424 Telephone: 806-300-8151 Email: info@skarchgroup.com  
Property Owner's Signature:   
Date: 12/16/2024 Printed Name: Sara Bradshaw

**Preparer Information**

Preparer's Signature:   
Date: 12/16/2024 Printed Name: Gabriel Sanchez

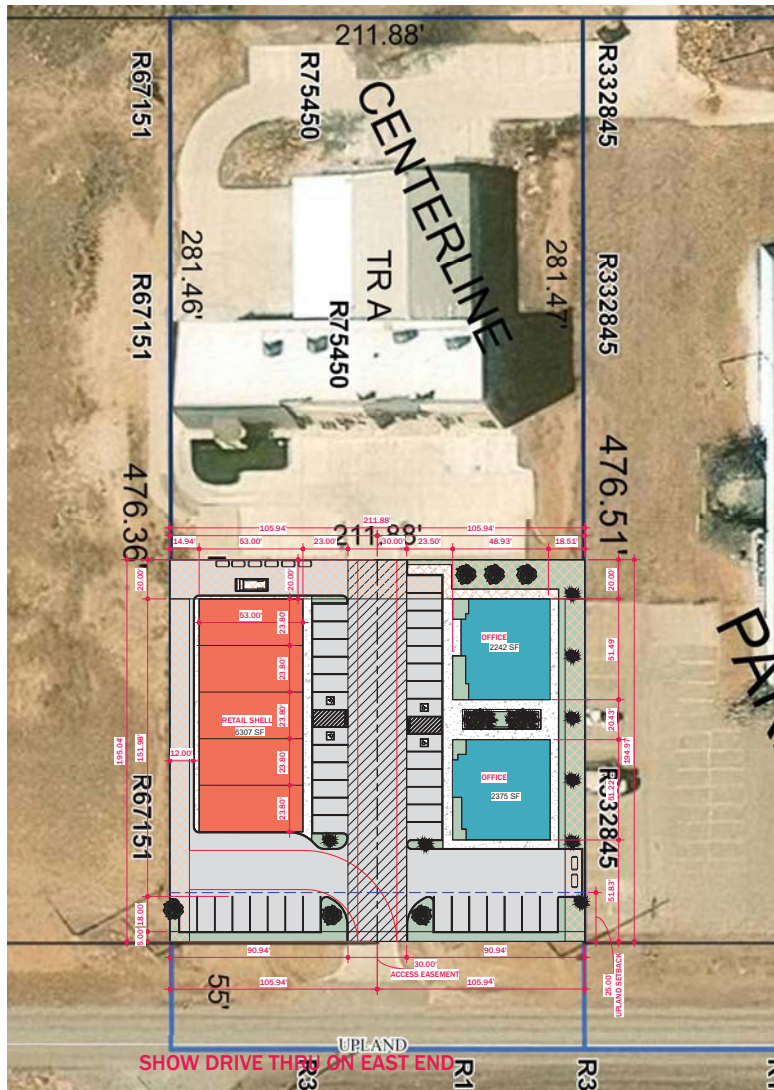
**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
Addition: \_\_\_\_\_

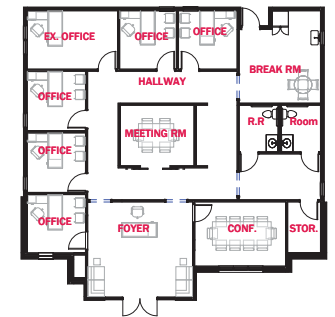
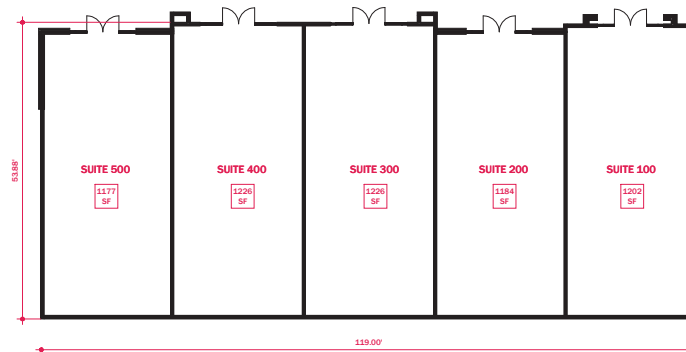
By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at [cityplanning@mylubbock.us](mailto:cityplanning@mylubbock.us).





ADDRESS:	8310 & 8314 UPLAND AVE
ZONING:	IP (SHOWN AS NC)
SITE AREA:	39,579 SQFT
BUILDING AREA:	11,060
MIN. LOT WIDTH:	60
SETBACKS:	
FRONT	25
SIDE 1	0
SIDE 2	0
REAR	10
PARKING SPACES REQUIRED/PROVIDED:	37/ 34
H.C. SPACES REQUIRED/PROVIDED:	2/ 4
BUFFER/YARDS:	
STREET	N/A
PARKING	N/A
DISTRICT	N/A



**PRELIMINARY NOT  
FOR REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION**

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.: **2916-F**

In Favor

☒

Opposed

☐

Reasons and/or Comments:

Print Name

Daniel R. Wetzel

Signature:



Address:

8312 Upland Ave. Lubbock TX 79424

Address of Property Owned:

8314+8310 Upland Ave. Lubbock, TX

Phone Number:

806-470-8686

Email:

dw@doublew.us

Zone Case Number: **2916-F**

R75450

Recipient 13 of 28

LEZTEW LLC

8312 UPLAND AVE

LUBBOCK TX 79424-4718

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## **Information**

### **Agenda Item**

**Public Hearing - Planning (District 3):** Consider a request for Zone Case 3174-D, a request of AMD Engineering, LLC for Texas District LCMS and Generator 1, LLC, for a zone change Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR), at 2601, 2605, and 2615 19th Street, located west of University Avenue and south of 19th Street, on 1.56 acres out of Ellwood Place, Block 7, and consider an ordinance.

### **Item Summary**

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff has no objection to the request. The Planning and Zoning Commission heard this case on February 6, 2025, 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

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## **Attachments**

Ordinance 3174-D  
Staff Report 3174-D  
Documentation 3174-D

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3174-D; A ZONING CHANGE FROM SF-2 AND HC TO HDR ZONING DISTRICT AT 2601, 2605, AND 2615 19TH STREET, LOCATED WEST OF UNIVERSITY AVENUE AND SOUTH OF 19TH STREET, ON 1.56 ACRES OUT OF ELLWOOD PLACE, BLOCK 7, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.**

**WHEREAS**, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

**WHEREAS**, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

**WHEREAS**, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

**WHEREAS**, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 3174-D**

**SECTION 1. THAT** Ordinance No. 2023-O0054 and the Official Zoning Map are amended as follows:



A change of zoning under the provisions of Section 39.07.032 of the Unified Development Code of the City of Lubbock from **SF-2 and HC** to **HDR** zoning district at **2601, 2605, and 2615 19th Street, located west of University Avenue and south of 19th Street, on 1.56 acres out of Ellwood Place, Block 7, City of Lubbock, Lubbock County, Texas,** and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

**SECTION 2. THAT** violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 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 *FOR K S*

**APPROVED AS TO FORM:**

  
Kelli Leisure, Senior Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3174-D  
February 6, 2025



DESCRIPTION FOR A ZONING CHANGE REQUEST IN  
SECTION 13, BLOCK B,  
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 1.56-acre tract of land located in Section 13, Block B, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the most Northeasterly corner of the north 234 feet of Lot 1 of Ellwood Place, Instalment No.2, Block 7 (Vol:101, Page:31) that bears S 01° 45' 16" W an approximate distance of 225.79';

THENCE S 73° 35' 14" W an approximate distance of 26.33 feet;

THENCE N 88° 14' 44" W an approximate distance of 345.98 feet;

THENCE N 86° 24' 09" W an approximate distance of 100.00 feet;

THENCE N 01° 44' 29" E an approximate distance of 2.64 feet;

THENCE S 88° 09' 00" E an approximate distance of 183.42 feet;

THENCE N 01° 45' 46" E an approximate distance of 228.60 feet;

THENCE S 88° 13' 01" E an approximate distance of 287.50 feet to the Point of Beginning and containing approximately 1.56-acres.

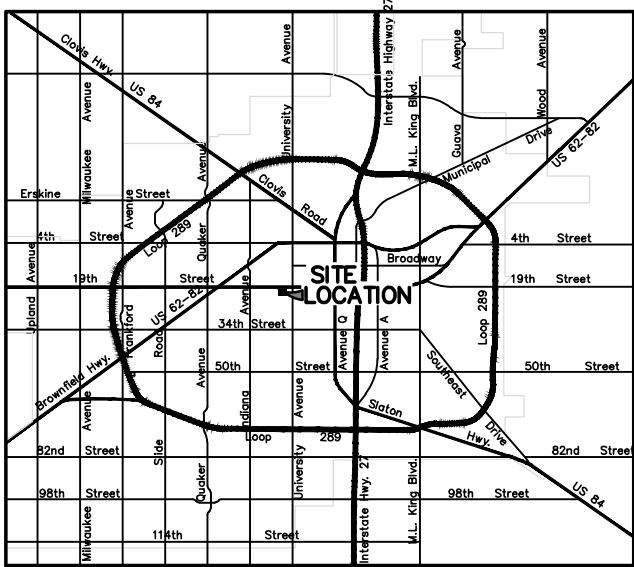
This description was prepared for the purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Generator 1, LLC  
Texas Dist. Lutheran Church  
December 31, 2024

ZONE CHANGE APPLICATION  
EXHIBIT

A 1.56 ACRE TRACT OF LAND  
LOCATED IN SECTION 13,  
BLOCK B, LUBBOCK COUNTY,  
TEXAS

NOTES:  
SCALE: 1" = 150'




VICINITY MAP  
NOT TO SCALE



SCALE: 1" = 150'



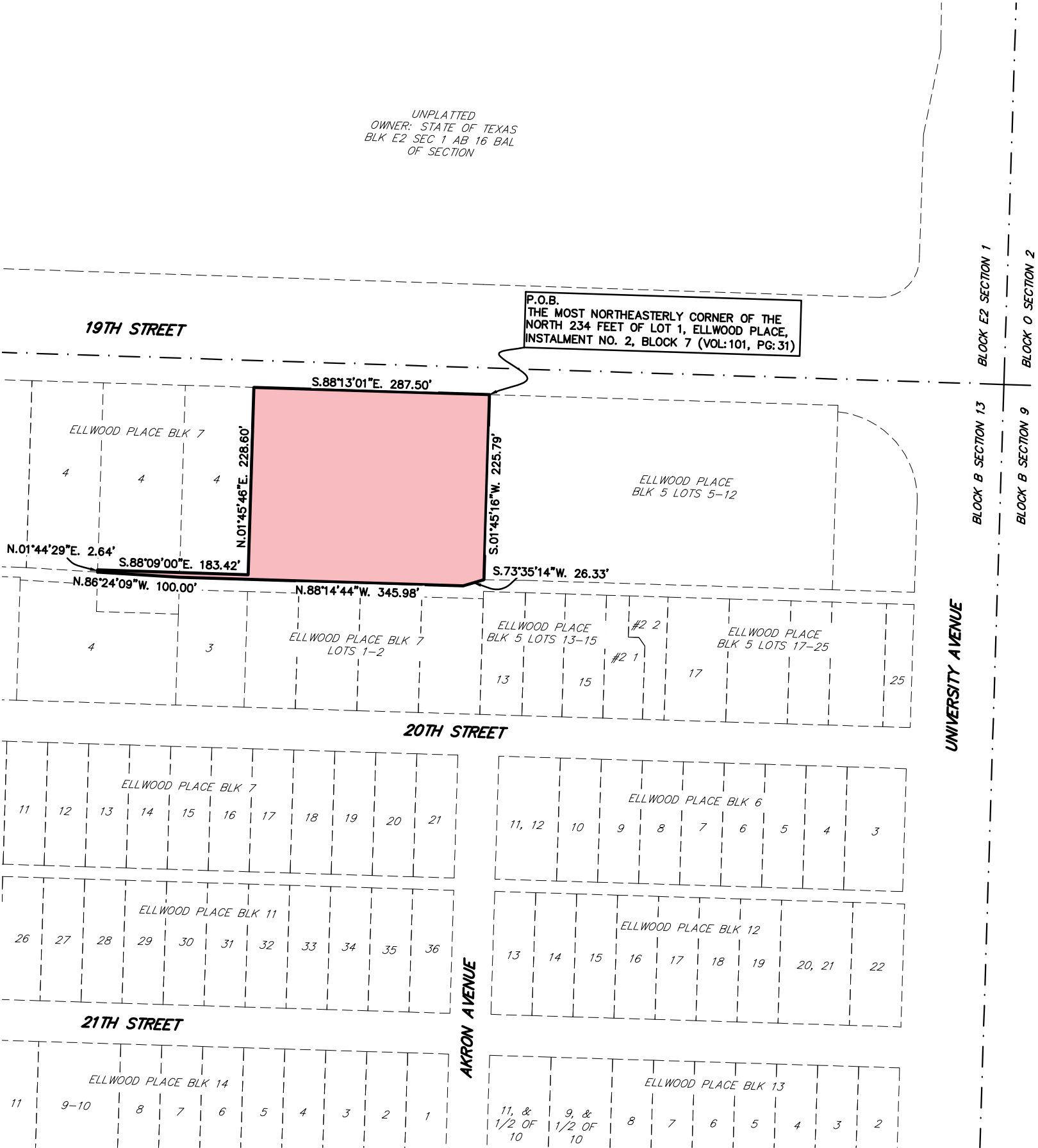


CIVIL ENGINEERING  
LAND SURVEYING

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

Phone: 806-771-5976  
Fax: 806-771-7625  
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity



UNPLATTED  
OWNER: STATE OF TEXAS  
BLK E2 SEC 1 AB 16 BAL  
OF SECTION

P.O.B.  
THE MOST NORTHEASTERLY CORNER OF THE  
NORTH 234 FEET OF LOT 1, ELLWOOD PLACE,  
INSTALMENT NO. 2, BLOCK 7 (VOL:101, PG:31)

BLOCK E2 SECTION 1  
BLOCK B SECTION 13  
BLOCK B SECTION 9  
BLOCK O SECTION 2

UNIVERSITY AVENUE

AKRON AVENUE

## Staff Report

Zone Case 3174-D

City Council Meeting

February 25, 2025

**Applicant** AMD Engineering, LLC

**Property Owners** Texas District LCMS and Generator 1, LLC

**Council District** 3

### **Prior Board or Council Action**

- December 17, 1925, Ordinance No. 328: The subject property was annexed into city limits.
- March 13, 1941, Original Zoning Ordinance 661: The property was zoned Apartment District (D).
- March 13, 1941, Original Zoning Ordinance 661: The rear portion of Ellwood Place, Lots 3 and 4, was zoned Single Family District (A).
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from Apartment District (D) to Multi-Family District (R-3).
- April 6, 1955, Ordinance No. 1695: The rear portion of Ellwood Place, Lots 2 and 4, was rezoned from Single Family District (A) to Single Family District (R-1).
- December 20, 1973, Zone Case 1927, Ordinance No. 6770: This property was rezoned from R-3 to General Retail District (C-3) Specific Use for Hotel or Motel, alcohol sales for on-premises or off-premises consumption as an incidental use.
- May 13, 1982, Zone Case 1927-A, Ordinance No. 8312: A Specific Use to allow parking and professional type office was approved.
- May 13, 1993, Zone Case 1927-B, Ordinance No. 9609: The subject property was rezoned from R-3 and C-3 to Local Retail District (C-2) Specific Use for Theater, Apartments and Staff or Visiting Artist Living Quarters.
- July 8, 2009, Zone Case 2134-D, Ordinance No. 2009-00055: A portion of the subject property was rezoned from C-2 Specific Use to Commercial District (C-4) limited to a restaurant with a separate exterior entrance to a bar area.
- November 16, 2021, Zone Case 1927-C, Ordinance No. 2021-00164: A Specific Use for an Event Center was approved.
- February 28, 2023, Zone Case 3471-C: A request to rezone the subject property from C-4, C-4 Specific Use, and R-1 to Commercial Apartment District (CA) with a Planned Development (PD) was denied by City Council.
- May 9, 2023, Ordinance No. 2023-00054 (effective October 1, 2023): The subject property was rezoned from C-4, C-4 Specific Use, and R-1 to Heavy Commercial District (HC) and Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- February 6, 2025, Zone Case 3174-D: The Planning and Zoning Commission recommended approval of a zone change from SF-2 and HC to High Density Residential District (HDR) by a vote of 7-1-0.

### **Notification Summary**

- Notifications Sent: 61
- Received In Favor: 38 (30 outside notification boundary)
- Received In Opposition: 18 (2 outside notification boundary)

### **Site Conditions and History**

The subject property was originally platted on June 24, 1925, as Ellwood Place Installment No. 2, Block 7, Lots 1 - 4, and consists of 1.56 acres out of Ellwood Place, Block 7. The property is currently partially vacant, with a commercial building on the west portion of the property.

### **Adjacent Property Development**

The property to the north is zoned Low Density Single-Family District (SF-2) and is developed with Texas Tech University. To the east is a hotel zoned High Density Residential (HDR). To the west is a student center, also zoned HDR, and to the south is a parking lot and residences zoned SF-2 and Neighborhood Commercial District (NC).

### ***Item Summary***

The subject property is addressed as 2601, 2605, and 2615 19<sup>th</sup> Street, located west of University Avenue and south of 19<sup>th</sup> Street. The applicant requests a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR).

**Current zoning:** Low Density Single-Family District (SF-2), Heavy Commercial District (HC)

**Requested Zoning:** High Density Residential District (HDR)

### ***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 resources 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.

The Purpose of the High Density Residential District (HDR) is to provide for three subdivision types:

- A. *Conventional*. Single-family detached, cottage, or garden homes on public utilities with open space provided on private lots.
- B. *Village*. Mixed housing types, including townhouses, detached single-family garden homes, and low- to mid-rise apartments, located in a planned development or adjacent to a mixed-use district or center. Buildings are typically in close proximity to the street edge. The building mass, height, and scale transition to the neighboring land uses.
- C. *Mixed-Use*. Mid- to high-rise apartment development in a mixed-use district or center. The district consists of detached single-family garden homes, live-work buildings, and other vertically mixed-use buildings. Urban open space may be used for plazas and squares

### ***Traffic Network/Infrastructure Impacts***

The subject property is located on 19<sup>th</sup> Street, which is designated as a Principal Arterial, by the Master Thoroughfare Plan, 2018. Arterial streets are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

### ***Compatibility with Surrounding Property***

The proposed zone change is compatible with the surrounding area and is adjacent to HDR zoning to the east and west.



*Conformance with Comprehensive Plan Principles and Future Land Use Map*

The Future Land Use Map designates this area for Commercial land uses. While the proposed zone change to HDR is not in conformance with this designation, it is appropriate in this location, as the HDR District does allow for a combination of residential, commercial, and mixed use.

*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 zone change and the uses allowed in the HDR 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. Response Letters

**Staff Contacts**

Gregory Hernandez  
Planner  
Planning Department  
806-775-3147  
[ghernandez@mylubbock.us](mailto:ghernandez@mylubbock.us)

Kristen Sager  
Director of Planning  
Planning Department  
806-775-2109  
[ksager@mylubbock.us](mailto:ksager@mylubbock.us)

## Case Information: Zone Case 3174-D



**Allowable Uses:** [High Density Residential \(HDR\)](#)

**Transportation:** The proposed development has point of access from 19<sup>th</sup> Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 <sup>th</sup> Street, <i>Principal Arterial, Completed</i>	R.O.W 135 feet, nine-lane, divided, 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 3**

3.3 **Zone Case 3174-D:** AMD Engineering, LLC, for Texas District LCMS and Generator 1, LLC, request for a zone change from Low Density Single-Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR), at:

- 2601, 2605, and 2615 19<sup>th</sup> Street, located west of University Avenue and south of 19<sup>th</sup> Street, on 1.56 acres out of Ellwood Place, Block 7.

**PLANNER GREG HERNANDEZ** gave a presentation and answered questions from the Commission. Staff has no objection to the request.

**APPLICANT CORY DULIN**, 6515 68<sup>th</sup> Street, with AMD Engineering, introduced Tyler Perlmutter, the owner and briefly discussed the proposed project.

**OWNER TYLER PERLMUTTER**, 430 Park Avenue, Highland Park, Illinois, advised he is the project leader representing Pinecrest. He discussed the company history and proposed project, including the building height, parking, security, amenities, and utilities, and answered questions from the Commission.

**ARCHITECT JOSEPH AHMADI**, 8521 Leesburg Pike, Vienna Virginia, discussed the traffic analysis and design approach, and answered questions from the Commission.

**IN OPPOSITION LAURIN PRATHER**, 3108 20<sup>th</sup> Street, shared his concerns about parking and the density of the project, but he is overall not against the project. He answered questions from the Commission.

**IN OPPOSITION RICHARD MURPHY**, 2911 20<sup>th</sup> Street, questioned the scope of the Commission's decision for deciding on the zoning request and relayed that the site plan should be tied to the approval so the plans could not be drastically changed later.

**IN OPPOSITION ABBIE KLEPPA**, 2627 21<sup>st</sup> Street, expressed concerns about density, building height, parking, traffic, and infrastructure, and answered questions from the Commission.

**IN OPPOSITION DON RICHARDS**, 3105 20<sup>th</sup> Street, remarked that this project, while an improvement, is still not right for the location. He answered questions from the Commission.

**IN OPPOSITION CONNIE SEYMORE**, 2625 20<sup>th</sup> Street, agreed that the new proposal is a nicer design, but wondered if ongoing construction on 19<sup>th</sup> Street will be finished when the project breaks ground. Another concern is how the construction trucks will affect the neighborhood's brick streets.

**IN OPPOSITION CYD SEIDEMAN**, 3202 20<sup>th</sup> Street, surmised that with two schools and two parks in the neighborhood already, with ongoing construction, the neighborhood cannot absorb 500 additional students. She also discussed parking issues.

**IN OPPOSITION SHERYL GONZALES**, 3207 20<sup>th</sup> Street, questioned whether the alleyways would be used for trash pick-up, and further, could widening the alleys result in eminent domain. She answered questions from the Commission.

**IN OPPOSITION TAI KREIDER**, 3008 26<sup>th</sup> Street, discussed the architecture of the neighborhood and the structure. It is much better than the last proposal. He discussed concerns regarding parking and traffic, and answered questions from the commission.

**IN OPPOSITION HOLLE HUMPHRIES**, 3008 26<sup>th</sup> Street, discussed concerns regarding density and parking, and the height of the building. The building is beautiful, but it is not to scale for the surrounding neighborhood.

**IN OPPOSITION BAYNETTA JORDAN**, 3009 21<sup>st</sup> Street, stated her appreciation for the effort put into the project. However, the life of these projects is ten years, and she implored the Commission to think about after the building is sold in ten years.

**IN OPPOSITION TERRY SAENZ**, 2619 19<sup>th</sup> Street, likened the project to Park Towers. It's the surrounding community that is left with the aftermath of these big projects when they pull out after a number of years. The issues that arise are burglaries, theft, jaywalking, and traffic accidents.

**IN OPPOSITION TED HOGAN**, 2712 20<sup>th</sup> Street, remarked on the improvements made to the project design, and said the Commission is tasked with approval based on appropriateness of the requested zoning. He shared that he does not think this location is appropriate for High Density Residential.

**IN OPPOSITION ROGER SETTLER**, 2120 Broadway, representing the Congress of Neighborhood Associations and the Historic Overton Association. He is concerned the requested project is creating artificial subsidized growth. Mr. Settler discussed his concerns of sustainability and density, and answered questions from the Commission.

**IN FAVOR CORY DULIN**, 6515 68<sup>th</sup> Street, with AMD Engineering, responded to issues raised about the project. He advised there will be an interior trash compactor in the parking garage that will be accessed from 19<sup>th</sup> by the trash collection. They will increase the concrete necessary in the alley. Most of the west half of the property is already HDR. The east side is HC. This is a downzone from HC to HDR.

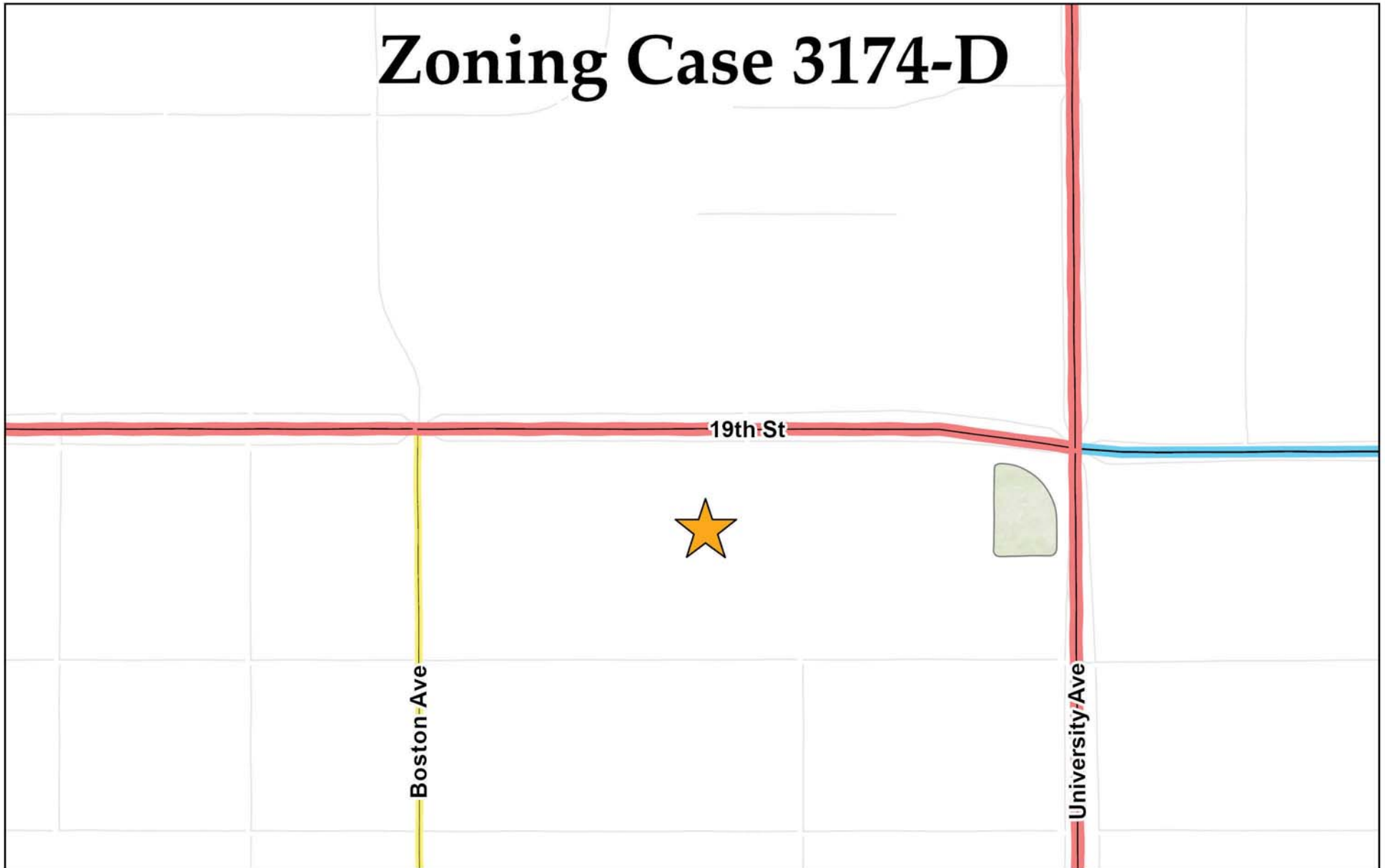
Zone Case 3174-D

**IN FAVOR ARIC LAMPERT**, 3802 133<sup>rd</sup> Street, discussed uses allowed by right under the existing HC zoning, and answered questions from the Commission.

In the matter of **Zone Case 3174-D**, a motion was made by **SCOTT GLOYNA** and seconded by **ROBERT WOOD** 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.

**RENEE CAGE** cast the vote in opposition.

# Zoning Case 3174-D



## Collector

- Completed
- Partial
- Future

## Minor Arterial

- Completed
- Partial
- Future

## Modified Arterial

- Partial
- Future

## Principal Arterial

- Completed
- Partial
- Future

## Freeway

- Completed
- Partial
- Proposed Outer Loop



Date Exported: January 2025

# PZC Mailout Notifications Received



## Legend

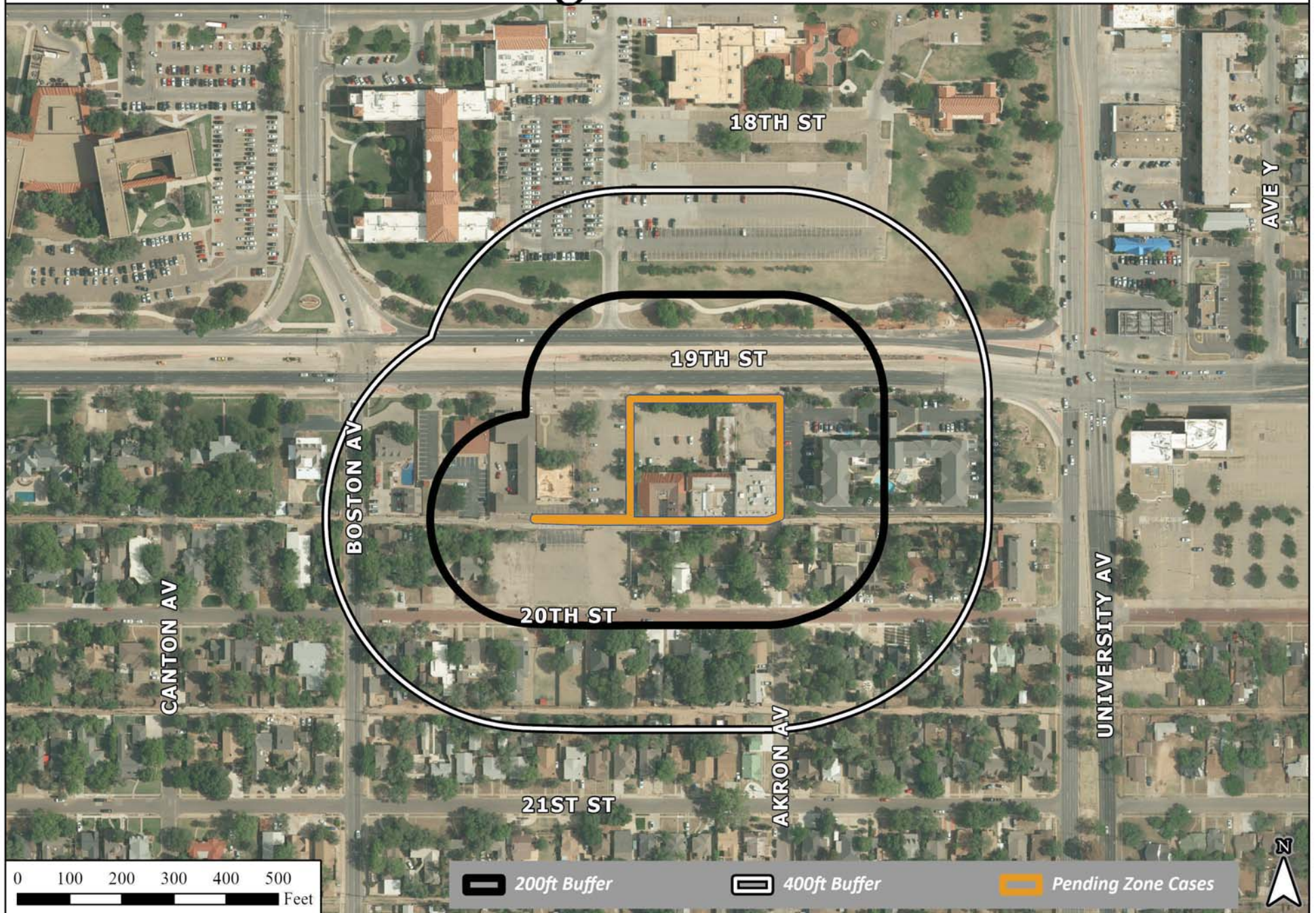
- LCAD.DBO.TaxParcel
- LocatorPnt3174\_D
- MailoutBuffer3174\_D\_200ft
- MailoutBuffer3174\_D\_400ft
- Notification Result**
  - In Favor
  - Opposed



Created by Planning Department  
Date: 2/7/2025



# Zoning Case 3174-D



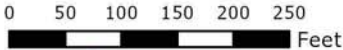


# Current Zoning

## 3174-D

### Zoning Districts

- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Low Density Single Family (SF-2)



Future Land Use Plan  
Case 3174-D

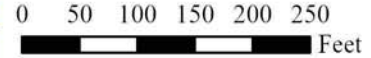
- Commercial
- Public/ Semi-Public
- Residential Low Density

19TH ST

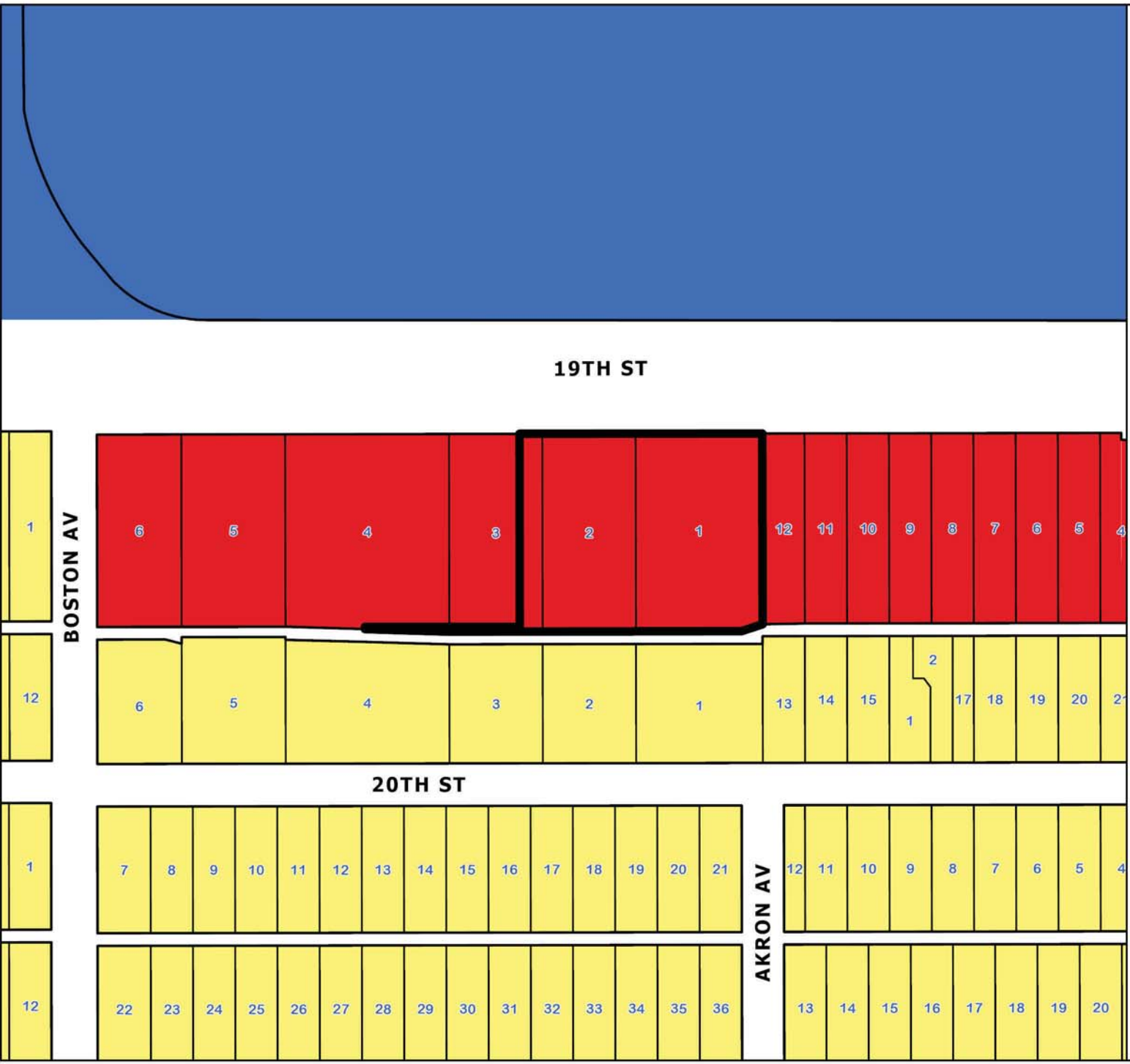
BOSTON AV

20TH ST

AKRON AV



Date Exported: January 2025





3174-D



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: 2605 & 2601 19th Street  
Lots/Tracts: Ellwood PI BLK 7 N234'OF L 1-3 & W83.5'OF S141'OF L 3 & W94'OF S129'OF L 4  
Survey & Abstract: PIN 17041 & 17048  
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 1.56  
Existing Land Use: Commercial Existing Zoning: HC & SF-2  
Requested Zoning: HDR  
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  
Address: 6515 68th St., Suite 300 City: Lubbock State: TX  
ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
Applicant's Signature: [Signature]  
Date: 1/1/25 Printed Name: Will Stephens

### Owner Information

Firm Name: Texas District LCMS  
Owner: Texas District LCMS  
Address: 1221 Satellite View City: Round Rock State: TX  
ZIP Code: 78665 Telephone: 512-926-4272 Email: mnewman@txlcms.org  
Property Owner's Signature: [Signature]  
Date: 01-01-2025 Printed Name: Michael W. Newman

### Preparer Information

Preparer's Signature: [Signature]  
Date: 1/1/25 Printed Name: Will Stephens

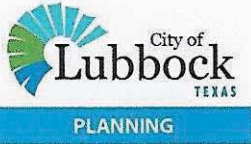
### For City Use Only

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](mailto:cityplanning@mylubbock.us).





Lubbock Planning Department  
PO Box 2000 / 1314 Avenue K  
Lubbock, TX 79457  
**APPLICATION FOR ZONING CHANGE**

**Project Information**

Location or Address: 2605 & 2601 19th Street  
Lots/Tracts: Ellwood PI BLK 7 N234'OF L 1-3 & W83.5'OF S141'OF L 3 & W94'OF S129'OF L 4 & S111.5'OF E100'OF 4  
Survey & Abstract: PIN 17041 & 17048  
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 1.56  
Existing Land Use: Commercial Existing Zoning: HC & SF-2  
Requested Zoning: HDR  
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

**Representative/Agent Information (if different from owner)**

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Name: Will Stephens  
Address: 6515 68th St., Suite 300 City: Lubbock State: TX  
ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com  
Applicant's Signature: [Signature]  
Date: 01/02/2025 Printed Name: Will Stephens

**Owner Information**

Firm Name: Generator 1, LLC  
Owner: George Hardberger  
Address: PO Box 1219 City: Lubbock State: TX  
ZIP Code: 79408 Telephone: 806-548-1451 Email: ghardberger@gmail.com  
Property Owner's Signature: [Signature]  
Date: 12-31-2024 Printed Name: GEORGE HARDBERGER

**Preparer Information**

Preparer's Signature: [Signature]  
Date: 01/02/2025 Printed Name: Will Stephens

**For City Use Only**

Zone Case No: \_\_\_\_\_ Planning and Zoning Commission Date: \_\_\_\_\_  
Request for zoning change from: \_\_\_\_\_ To: \_\_\_\_\_  
Lots: \_\_\_\_\_ Blocks: \_\_\_\_\_  
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City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.: **3174-D**

In Favor      ✓++

Opposed          

Reasons and/or Comments:

I am for inside the loop smart  
and beautiful reinvestment and development.  
Let's Make Lubbock Great Again!

Print Name

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

Tom Sell

*[Signature]*

2915 19th St.

2915 19th St.

806-535-0093

tom@comcast-sell.com

R38502

Recipient 27 of 61

Zone Case Number: **3174-D**

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor



Opposed

\_\_\_\_\_

Reasons and/or Comments:

Print Name

GARY STEPHENS

Signature:

[Handwritten Signature]

Address:

Address of Property Owned:

Phone Number:

Email:

R38547

Recipient 29 of 61

Zone Case Number: **3174-D**

STEPHENS GARY & ELIA

1006 JUNEAU AVE

LUBBOCK TX 79416-5927



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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**Please check one of the following to indicate if you are in favor of, or opposed to, the**

**zone change requested by:**

**P&Z Case No.: 3174-D**

*In Favor*

☒

*Opposed*

☐

**Reasons and/or Comments:**

Print Name

GARY R STEPHENS

Signature:



Address:

Address of Property Owned:

Phone Number:

Email:

R38432

Recipient 46 of 61

Zone Case Number: **3174-D**

STEPHENS, GARY R

1006 JUNEAU ST

LUBBOCK TX 79416



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor



Opposed

\_\_\_\_\_

Reasons and/or Comments:

Print Name

GARY STEPHENS

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

R39260

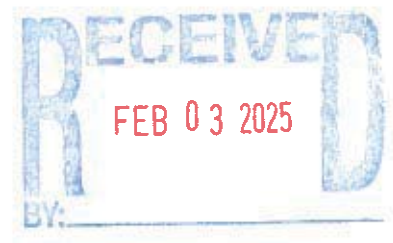
Recipient 49 of 61

Zone Case Number: **3174-D**

STEPHENS, GARY R

1006 JUNEAU ST

LUBBOCK TX 79416



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:**      **P&Z Case No.: 3174-D**

*In Favor*      \_\_\_\_\_

*Opposed*      \_\_\_\_\_

**Reasons and/or Comments:**

Print Name      GARY R STEPHENS

Signature:      [Signature]

Address:      \_\_\_\_\_

Address of Property Owned:      \_\_\_\_\_

Phone Number:      \_\_\_\_\_

Email:      \_\_\_\_\_

R38414

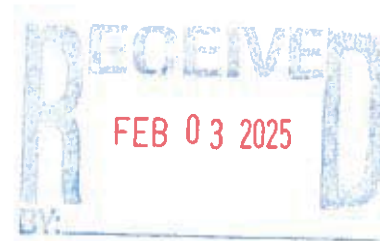
Recipient 12 of 61

Zone Case Number: **3174-D**

STEPHENS, GARY R

1006 JUNEAU ST

LUBBOCK TX 79416



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

**Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:**      **P&Z Case No.: 3174-D**

*In Favor*      \_\_\_\_\_

*Opposed*      \_\_\_\_\_

**Reasons and/or Comments:**

Print Name      GARY & ELIA STEPHENS

Signature:      \_\_\_\_\_

Address:      \_\_\_\_\_

Address of Property Owned:      \_\_\_\_\_

Phone Number:      \_\_\_\_\_

Email:      \_\_\_\_\_

R37991

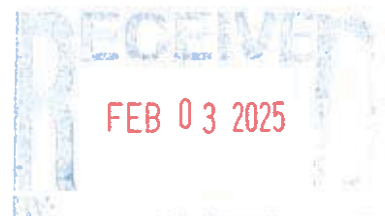
Recipient 26 of 61

Zone Case Number: **3174-D**

STEPHENS GARY & ELIA

1006 JUNEAU AVE

LUBBOCK TX 79416-5927





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

*In Favor*



*Opposed*

\_\_\_\_\_

**Reasons and/or Comments:**

Print Name

GARY STEPHENS

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

R39279

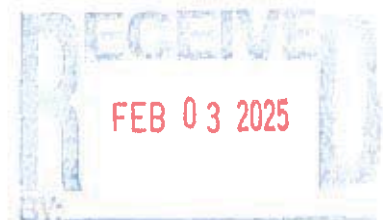
Recipient 18 of 61

Zone Case Number: **3174-D**

STEPHENS GARY & ELIA

PO BOX 93307

LUBBOCK TX 79493



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

GEORGE HARDBERGER

Signature:

*George Hardberger*

Address:

1602 Texas Ave

Address of Property Owned:

2601 19th St., LUBBOCK, 79410

Phone Number:

806-548-1451

Email:

ghardberger@gmail.com

R38502

Recipient 27 of 61

Zone Case Number: **3174-D**

GENERATOR I LLC

PO BOX 1219

LUBBOCK

TX 79408

2/2/2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

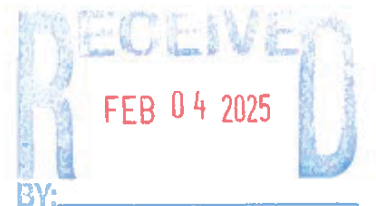
Thank you,

Taylor Payne

Name

4022 88th Street, Lubbock. 79423

Address



2/2/25  
Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

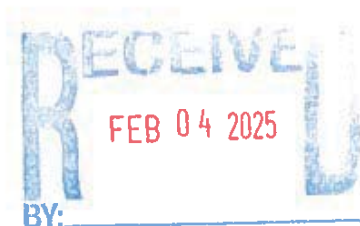
I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

Jordan Payne  
Name

4022 88th St Lubbock TX 79423  
Address



2/2/2025

\_\_\_\_\_  
Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

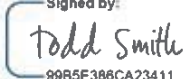
I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

Todd      Smith

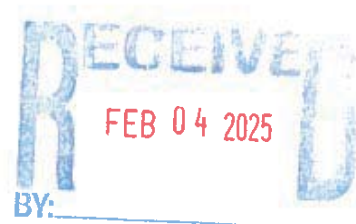
\_\_\_\_\_  
Printed Name

Signed by:  
  
99B5E386CA23411...

\_\_\_\_\_  
Signature

19 wilshire Blvd Lubbock, TX 79416

\_\_\_\_\_  
Address



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor



Opposed



Reasons and/or Comments:

Print Name

Ashley Llanas

Signature:

Ashley Llanas

Address:

3228 63rd St. Lubbock, TX 79413

Address of Property Owned:

Phone Number:

806-787-3118

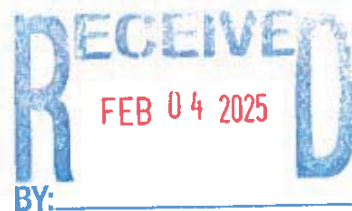
Email:

ashley.llanas@gvilaw.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

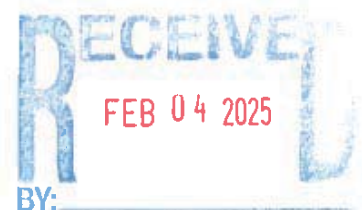
*This would be a major asset to the community.*

Print Name Matt Smith  
Signature: [Signature]  
Address: 3405 Mesa Rd, Lubbock TX 79403  
Address of Property Owned: \_\_\_\_\_  
Phone Number: 806 589 9016  
Email: Matt@greenshirt.co

Zone Case Number: 3174-D

R38502

Recipient 27 of 61



**James O. Gilbreath, Jr.**

4603 5th Street  
Lubbock, TX 79416  
(806)787-6051  
jogjr@sbcglobal.net

January 31, 2025

Lubbock Planning and Zoning Commission  
City of Lubbock  
Lubbock, TX 79401

RE: Case #3174-D

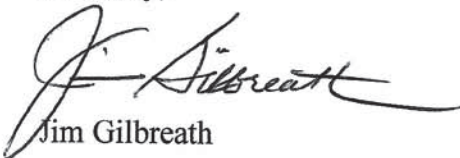
Ladies and Gentlemen:

The purpose of this letter is to voice my support for the zoning change for the land previously occupied by the Godbold Center on 19<sup>th</sup> Street. I believe that the developer, Pinecrest, is very sensitive to the issues of the neighborhood and has made appropriate plans to mitigate those concerns.

Additionally, and most importantly, I believe that Pinecrest's plans represent the highest and best use of this land and will enhance property values of the immediate area.

Your favorable consideration of this zone change is appreciated.

Sincerely,



Jim Gilbreath

JAN 28, 2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

Kristi Payne KRISTI PAYNE  
Name

3411 MEJARO LUBBOCK TX 79403  
Address

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name DIANA SMITH  
Signature: Diana Smith  
Address: 3304 38<sup>TH</sup> ST, LUBBOCK, TX 79412  
Address of Property Owned: \_\_\_\_\_  
Phone Number: 806-787-5838  
Email: DIANA.SMITH11@ATT.NET

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name THERESA ATIEE  
Signature: *Theresa Atiee*  
Address: 11602 TEXAS AVE, LUBBOCK, TX 79401  
Address of Property Owned: 2601 19th St  
Phone Number: 806-445-3199  
Email: taatiee@gmail.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.: **3174-D**

In Favor      ☒

Opposed      ☐

Reasons and/or Comments:

Print Name

William G Morris

Signature:

William G Morris

Address:

2905 20th St

Address of Property Owned:

2905 20th St

Phone Number:

806.543.7250

Email:

William@gm-cpa.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

This will be a great addition to the Tech area and improve the use of 19<sup>th</sup> St.

Print Name

Duncan Bradley Green

Signature:

Duncan B. Green

Address:

3016 - 21<sup>st</sup> Street

Address of Property Owned:

3016 - 21<sup>st</sup> Street

Phone Number:

806-305-9600

Email:

brad.green@gm-cpa.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.: **3174-D**

In Favor      ☒

Opposed      ☐

Reasons and/or Comments:

*Would like to see increased growth and for general usage of such great space.*

Print Name      Ruben Trujillo  
Signature:      [Signature]  
Address:      5 S. Lakeshore Dr. Ransom Canyon, TX 79366  
Address of Property Owned: \_\_\_\_\_  
Phone Number:      (806) 445-3887  
Email:      ruben@cheerrockrealty.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Enhance economic growth of the area which allows businesses to thrive!

Print Name Tanner Dean  
Signature: Tanner Dean  
Address: 819 N 6th Circle, Wofforth, TX  
Address of Property Owned: \_\_\_\_\_  
Phone Number: 806-905-7377  
Email: tanner@clearrockrealty.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

W/A

Print Name Toshua Smith  
Signature: [Signature]  
Address: 3304 38<sup>th</sup> Lubbock, TX  
Address of Property Owned: \_\_\_\_\_  
Phone Number: 806-543-8288  
Email: \_\_\_\_\_

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

1-28-25  
Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

D.W. Vaughn  
Name DW VAUGHN  
PO Box 94422  
Lubbock, Tx 79493  
Address

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

☒

Opposed

☐

Reasons and/or Comments:

THIS WILL BE GREAT FOR THE  
TECH TERRACE AREA AS A WHOLE!

Print Name

BRANDON TYLER

Signature:



Address:

2601 19TH LBL TX 79410

Address of Property Owned:

3303 25TH LBL TX 79410

Phone Number:

806-239-0962

Email:

BRANDONF.BRANDONTYLER@COM

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61



JAN, 28, 2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

Jeff Payne      JEFF PAYNE

Name

3411 mesa Road      LUBBOCK TX 79403

Address

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor



Opposed



Reasons and/or Comments:

THIS WILL BE GREAT FOR THE  
TECH TERRACE AREA AS A WHOLE!

Print Name

BRANDON TYLER

Signature:



Address:

2601 19TH LBL TX 79410

Address of Property Owned:

3303 25TH LBL TX 79410

Phone Number:

806-239-0962

Email:

BRANDON@BRANDONTYLER.COM

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by:      P&Z Case No.: **3174-D**

In Favor

✓++

Opposed

Reasons and/or Comments:

I am for inside the loop smart  
and beautiful reinvestment and development.  
Let's Make Lubbock Great Again!

Print Name

Tom Sell

Signature:

Tom Sell

Address:

2915 19th St.

Address of Property Owned:

2915 19th St.

Phone Number:

806-535-0093

Email:

tom@comcast-sell.com

R38502

Recipient 27 of 61

Zone Case Number: **3174-D**

2/5/25

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

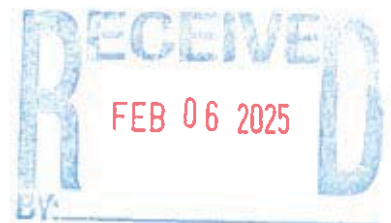
Thank you,

Omar Baraket

Name Omar Baraket

3805 56<sup>th</sup> St

Address



02-05-2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

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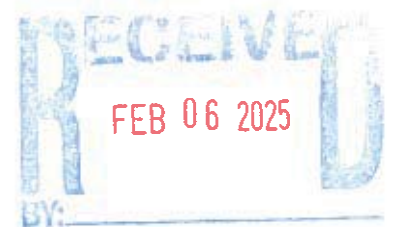
Thank you,

James Hardberger

Name

4015 69<sup>th</sup> Street, Lubbock, TX, 79413

Address



2/5/25

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

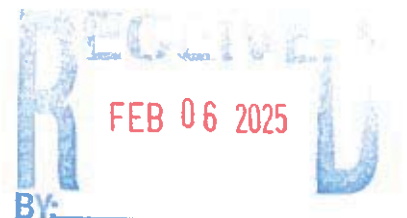
Thank you,

William Marrell *William Marrell*

Name

4739 2nd St, Lubbock, TX 79416

Address





2/5/25

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

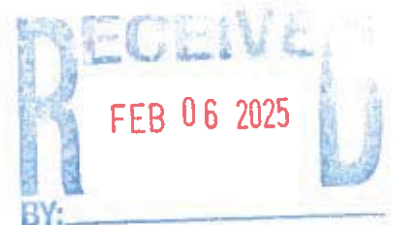
Thank you,

Grant Gilmore

Name

3805 55<sup>th</sup> St

Address



2/5/25

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

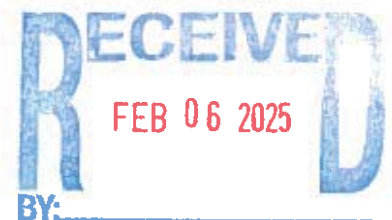
I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

Peyton Maddox  
Name

5702 115<sup>th</sup> St  
Address



2/5/2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

Brody Pool  
Name Brody Pool

6006 CR 1440, Lubbock, TX 79407  
Address



2.5.2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

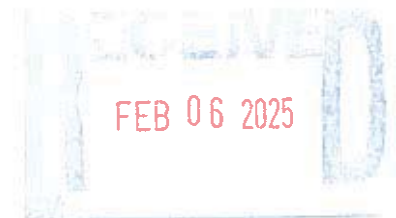
I support the zoning change request by Pinecrest for the old Godbold location. I believe that developing that vacant lot will improve the look of the neighborhood and elevate property values.

I encourage you to vote "yes" to this application.

Thank you,

  
Name

11210 Gardner Ave, Lubbock, TX 79424  
Address



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

☒

Opposed

☐

Reasons and/or Comments:

I believe this would be a service to Tech Students and the people of Lubbock.

Print Name

JOHN HARDBERGER

Signature:



Address:

1124 DARTMOUTH DR. NE, ALBUQUERQUE, N.M. 87116

Address of Property Owned:

3510 23rd ST., LUBBOCK, TX 79410

Phone Number:

806-470-0037

Email:

john.hardberger@gmail.com

Zone Case Number: **3174-D**

R38502

Recipient 27 of 61

RECEIVED  
FEB 06 2025

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name

Conrad Montalvo

Signature:

Conrad Montalvo

Address:

3405 Englewood Ave.

Address of Property Owned: 3405 Englewood Ave

Phone Number: (806)-317-3874

Email: Montalvo.3227@gmail.com

R38502

Recipient 27 of 61

Zone Case Number: **3174-D**





2.5.2025

Date

Lubbock City Council  
Lubbock Planning and Zoning Commission  
City Hall  
Lubbock, Texas

Re: Zoning case #3174-D

To Whom it Concerns:

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I encourage you to vote "yes" to this application.

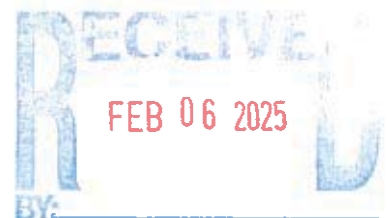
Thank you,

Kenzie Hall

Name KENZIE HALL

4108 86th St.

Address



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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In Favor



Opposed



Reasons and/or Comments:

Print Name

RAWLY KITTEN

Signature:

*[Handwritten Signature]*

Address:

4804-119<sup>th</sup> ST LBK 79424

Address of Property Owned:

3305-25<sup>th</sup>

Phone Number:

806-789-4626

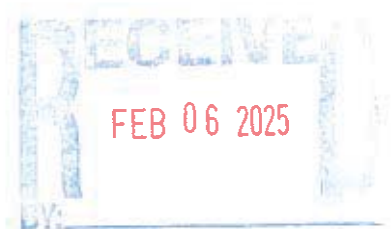
Email:

rkitten0212@gmail.com

Zone Case Number: **3174-D**

R38502

Redprint 27 of 61



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Planning Department  
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In Favor ☐

Opposed ☒

Reasons and/or Comments:

once again there not enough parking for 700 people in a 5 story eyesore street can't handle the traffic it already has! The parking, trash and Beer cans is already unbearable I pick trash up every day from Students that eat Breakfast and Dump the trash out the window!

Print Name Connie Seymore

Signature: Connie Seymore

Address: 2625 20th

Address of Property Owned: 2625 20th

Phone Number: 806-860-6818

Email: seymore.connie833@gmail.com

Recipient 50 of 61

Zone Case Number: **3174-D**

R38979

SEYMORE CONNIE MARIE &

EST OF OLLIE EUGENE SEYM 2625 20TH STREET  
LUBBOCK TX 79410

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

Opposed



Reasons and/or Comments:

Print Name

Kristopher Zepeda

Signature:

KZ

Address:

4602 9th Street Lubbock TX 79416

Address of Property Owned:

2608 20th Lubbock TX 79410

Phone Number:

806-441-9608

Email:

KJZEPEDA@gmail.com

R38589

Recipient 21 of 61

Zone Case Number: **3174-D**

ZEPEDA, KRISTOPHER

4602 9TH ST

LUBBOCK TX 79416

City of Lubbock, TX  
Planning Department  
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In Favor \_\_\_\_\_

Opposed ☒

Reasons and/or Comments:

see attached email

Print Name DAVID FLEMING  
Signature: David Fleming  
Address: 2629 19th Street  
Address of Property Owned: 2629 19th Street  
Phone Number: 806-548-2005 cell  
Email: david@flemingnv.com

R38831

Recipient 1 of 61

Zone Case Number: **3174-D**  
FLEMING DAVID A & DAWN M  
2629 19TH ST  
LUBBOCK TX 79410-1502



## Gregory Hernandez

---

**From:** Kristen Sager  
**Sent:** Tuesday, January 28, 2025 8:15 AM  
**To:** Gregory Hernandez  
**Subject:** FW: Zone case #3471-D

---

**From:** David Fleming <david@fleminginv.com>  
**Sent:** Monday, January 27, 2025 5:31 PM  
**To:** Kristen Sager <ksager@mylubbock.us>  
**Cc:** CityPlanning <cityplanning@mylubbock.us>; Karen Edwards <KEdwards@mylubbock.us>; 'Tech Terrace UNIT Neighborhood' <ttunitneighborhoodassociation@gmail.com>  
**Subject:** Zone case #3471-D

**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.**

---

Members of the Planning and Zoning Commission:

First, let me say 'Thank You' for serving our City as Members of the Planning and Zoning Commission. I know at times, this can be a thankless, volunteer job.

I hope this email will convey my thoughts regarding this zoning case.

The intention of this email is to clearly state that I am OPPOSED to zone case #3471-D.

I have lived at 2629 19<sup>th</sup> Street (Southeast corner of 19<sup>th</sup> & Boston) for the last 30 years. My wife and I own and operate the Woodrow House Bed & Breakfast at this location. We are proud to be residents of the Tech Terrace Neighborhood. I am opposed to this development/zone change for several reasons.

1. The developer plans to bring 584 student housing beds to this location. This is a huge increase in the neighborhood population density. There is no apparent way to increase street access or sizes to handle the traffic this will generate for the immediate area.
2. The developer says they don't plan on using the alley for ingress/egress from parts of the development. But, if there is vehicular access to it, the alley will be used by students who are planning on going West on 19<sup>th</sup> Street. Since 19<sup>th</sup> is one way at this location due to the center median, those that miss the entrance are most likely going to make a right hand turn at University Avenue and use the alley, or possibly 20<sup>th</sup> Street, for a secondary entry point. Again, causing more traffic on an otherwise low density, residential single-family street and alley.
3. The alley between 19<sup>th</sup> & 20<sup>th</sup> Street is only 12' wide. As best I can research, it was originally developed in the 1930's. My understanding of the current requirements for alley access on single family garages to be a minimum of 20' wide. And that is with only low density, single-family garage access via the alley.
4. This 584-bed development will be less than 200' from the front door of my personal residence. I ask each of you this, "Would you want this development within 200' of your personal residence?"
5. If this zoning case is approved, I would ask that the design be changed to not allow any vehicular access to the alley from either the 19<sup>th</sup> Street side, or the 20<sup>th</sup> Street side. A fence needs to be constructed completely across the



property/alley dividing line with only small people size gates for access to the trash dumpster. Fencing should not allow any vehicle sized access to the alley. This would by default, force all the residents to enter/exit on 19<sup>th</sup> street, or 20<sup>th</sup> street.

I am opposed to zone case #3471-D

Thank you for your time and consideration of this matter.

David Fleming

Woodrow House Bed & Breakfast

2629 19<sup>th</sup> Street

Lubbock, TX 79410

Cell 806-548-2005

Office 806-793-7355 x14



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

Opposed

X

Reasons and/or Comments:

We do not think the area is large enough to have a large housing development. The streets will not accommodate the traffic well. Please consider other development ideas and don't overpopulate an already congested traffic area. The turn in off 19th would back up traffic and be unsafe, plus the median. The 20th street boundary is a brick road that is already busy and narrow.

Print Name

Mikella Newsom

Signature:

Mikella Newsom

Address:

8101 CR 6920 Lubbock

Address of Property Owned:

2613 20th St Lubbock

Phone Number:

806-282-5110

Email:

mikellaneuwsom@gmail.com

R39138

Recipient 60 of 61

Zone Case Number: **3174-D**

NEWSOM JOHN & MIKELLA

8101 COUNTY ROAD 6920

LUBBOCK TX 79407

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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In Favor \_\_\_\_\_

Opposed X

Reasons and/or Comments:

SEE ATTACHED

Print Name KIRK McLAUGHLIN  
Signature: [Handwritten Signature]  
Address: 2701 19TH ST., LUBBOCK, TX 79410  
Address of Property Owned: 2701 19TH ST.  
Phone Number: 806 790-0006  
Email: kirk@kirkmclaughlin.com

R39300

Recipient 22 of 61

Zone Case Number: **3174-D**  
MC LAUGHLIN, KIRK A  
2701 19TH ST  
LUBBOCK TX 79410



**Addendum to Reasons and/or Comments regarding Lubbock P&Z Case No. 3174-D**

**From Kirk McLaughlin, homeowner, 2701 19<sup>th</sup> Street**

1. 19<sup>th</sup> Street, which they propose would be the only way in or out of their 315 parking places, has an uninterrupted median between University and Boston. This property sits about halfway in between. The result would be many more people in the left turn lanes and making U-turns on 19<sup>th</sup> at both University and Boston. The westbound left turn lane for 19<sup>th</sup> at Boston is already overloaded at certain times during the day. I live on that corner and look out of my upstairs office at that intersection all day so I know what I'm talking about.
2. Just because the developer (and the UDP) doesn't understand that virtually every student at Texas Tech has a car and they go other places (to work, to shop, to party) besides back and forth to school doesn't mean Lubbock people don't understand this reality. If they have 540 residents and only 315 parking places, where will the rest of the 225 residents park? Answer: They will park on 20<sup>th</sup>, Akron, 21<sup>st</sup>, 22<sup>nd</sup>, and probably 23<sup>rd</sup>, and then the project's residents will simply walk to their apartments, creating more traffic on Boston in addition to those named streets. None of those streets are wide enough to support traffic with parallel parking on one side, much less both sides and there will be 200+ cars looking for a place to park within walking distance. Allowing a residential project with unrealistic parking provisions will create another mess like the one around the apartment complex across the freeway from the Tech stadium. Residents there park all over the adjacent neighborhood because parking in the garage is merely less convenient than the provided garage! 22<sup>nd</sup> is already too busy because there is an opening in the median on University for 22<sup>nd</sup>. I, myself, turn off University and go down 22<sup>nd</sup> to get to Boston when I am coming home from the South. With cars already parking higgledy-piggledy on the left and right sides of 22<sup>nd</sup> it is an obstacle course to get down that street, and if you meet somebody going the other direction one car has to stop and wait in a place with no parked cars for the other car to pass. It's a mess already and there's no room for more traffic. Without sufficient parking the apartment project will fail financially due to high vacancy rates when word gets around. We'll all be right back where we are now.
3. Boston cannot stand any more traffic from the overflow parking that will occur on 20<sup>th</sup> and the other streets behind the project as these residents go to and from work, shopping, and entertainment.
  - A) At times already I cannot turn left out of my driveway onto Boston because the traffic stacks up so far back of the light they don't make it through the light during the cycle meaning there is never an opening for me to turn left. The project would exacerbate that problem.
  - B) Boston is only 40' wide, and was designed to be a residential street, not the thoroughfare it has become because of the stoplight on 19<sup>th</sup> and the shopping center at 26<sup>th</sup>. There are any number of 18-wheeler trucks that turn off and on to 19<sup>th</sup> street from Boston (at least 5 per day) – deliveries to/from the grocery and other stores at 26<sup>th</sup>. God help anybody who is sitting at the light on Boston in the left turn lane if a truck is trying to turn off 19<sup>th</sup> onto Boston from either direction. Because of that left turn lane 1) the bike lane ends before you get to 19<sup>th</sup> which is unsafe for the many bikers who cross that intersection to get into the Tech campus and 2) there are now 3 lanes in a 40' wide street and it's awfully narrow for two lanes. As evidence, the fire hydrant on my side of Boston got run over within 6 months every time the City fixed it for the first 16 years I lived there – because it is often impossible to turn onto Boston from 19<sup>th</sup> without running over the curb on my side or hitting a car sitting there waiting to turn left due to the narrowness, especially for the big trucks. And the hydrant would sit there broken for 2 or 3 years before the City fixed it again. About 4 years ago somebody at the City had the bright idea to move the hydrant about 20 feet further away from the intersection and it no longer gets run over. But the curb is still all broken up along Boston near the intersection (where the hydrant used to be) because it gets run over by 18 wheelers all the time and they are so heavy they have crushed the curb and gutter. I sit in my upstairs office all day and watch this happen over and over and over.
  - C) Boston cannot be widened at the intersection. The City has already designated my property as "Historical" (deed restrictions and everything) which includes the yard, so they can't take any of my property by their own previous actions. The bed-and-breakfast on the other side of the street sits as close to Boston as zoning rules allowed when it was built 35 years ago. Even paving the right-of-way (10' on each side of Boston) would be quite dangerous with the structures being so close to the street plus it would remove the sidewalk for the hundreds of pedestrians that come and go from Tech daily using the light and crosswalks.
4. 20<sup>th</sup> St. is a brick street and it's already quite lumpy. With extra traffic the City would have to redo it before long at considerable expense.

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor \_\_\_\_\_

Opposed   X  

Reasons and/or Comments:

I strongly oppose the proposed development due to its significant negative impact on the community. Increased traffic congestion on both 19th Street and Boston Avenue will create safety and accessibility concerns. The height of the apartments will be out of scale with the surrounding neighborhoods, compromising residents' privacy in their backyards. Additionally, this development threatens the character and historic charm of Tech Terrace, potentially diminishing property values in the area.

Print Name: KARLA GIBSON  
Signature: Karla Gibson  
Address: 2620-21<sup>st</sup>  
Address of Property Owned: 2620-21<sup>st</sup>  
Phone Number: 817-903-5425  
Email: KRD312@AOL.COM

R39853

Recipient 32 of 61

Zone Case Number: **3174-D**

KGD 21ST & 28TH LLC

PO BOX 159

PARADISE TX 76073-0159

*I grew up in Lubbock. My mother owned several houses in Tech Terrace. I lived in Tech Terrace during college. Don't let greed ruin it.*



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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*In Favor*

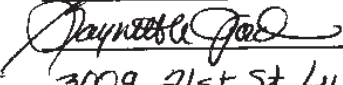
*Opposed*



**Reasons and/or Comments:**

I am opposed to the project as i believe it will be a detriment to the Tech Terrace neighborhood. I live on 21st Street near Flint avenue and the neighborhood is already congested with multiple students living in one house. This project will add to the congestion and any proponent of this is living in a fantasy world if they argue that these students will live so close to the University that they will not need or own vehicles. The students who can afford to live in this project will have vehicles and if they are male, they will likely drive a huge F-150 Truck. I own one of the houses on 20th street directly across from the proposed project. I rent the home to a single older person and I own a house on 21st which i rent to a young mother and her two children. The area is already crowded with Tech commuters who park up and down the streets near class. The retail will also add cars to the area which will bleed over into the neighborhood.

Additionally, the project's "life" will not be conducive to the neighborhood as it will become run down and undoubtedly be sold and the neighborhood will have no control over what it becomes  
Please do not approve the zone changes.

Print Name BAYNETTA M. JORDAN  
Signature:   
Address: 3009 21st St. Lubbock, TX 79410  
Address of Property Owned: 2615 20th St.  
Phone Number: (806) 789-2407  
Email: baynetta@baynettajordanattorney.com

R39113

Recipient 53 of 61

Zone Case Number: **3174-D**  
THUNDER RIDGE LLC  
% BAYNETTA JORDAN      3009 21ST  
LUBBOCK      TX      79410



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Planning Department  
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

Opposed

X

Reasons and/or Comments:

*This change would negatively impact a historic Lubbock neighborhood known for its importance to Lubbock and Texas Tech.*

Print Name

JOHN HATCHETT

Signature:

for Mark Hatchett

Address:

3323 82ND ST

Address of Property Owned:

2623 20th ST

Phone Number:

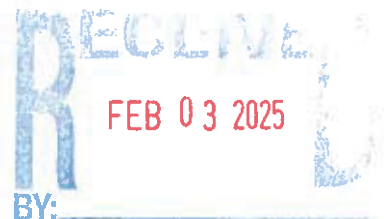
806-793-2424

Email:

R39003

Recipient 48 of 61

Zone Case Number: **3174-D**  
HATVANTAGE HOLDINGS LLC  
3323 82ND ST  
LUBBOCK TX 79423



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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In Favor ☐

Opposed ☒

Reasons and/or Comments:

*This area is designed for Low Density and single-family use - it never has and never should be for high density residential !!*

Print Name Don Meador  
Signature: *Don Meador*  
Address: 5411 - 70th PL  
Address of Property Owned: 2524 - 20th  
Phone Number: 806 - 778 - 5405  
Email: don@knoxgaileymador.com

Zone Case Number: **3174-D**

R37968

Recipient 2 of 61

MEADOR, DON

5411 70TH PL

LUBBOCK TX 79424



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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zone change requested by: P&Z Case No.: **3174-D**

In Favor \_\_\_\_\_

Opposed X

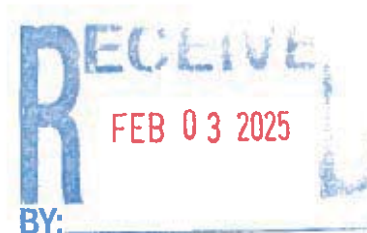
Reasons and/or Comments:

Print Name Nick Jackson  
Signature:   
Address: 2619 20<sup>th</sup> St Lubbock TX 79410  
Address of Property Owned: 2619 20<sup>th</sup> St Lubbock TX 79410  
Phone Number: 602-703-1717  
Email: Njacks@gmail.com

R39066

Recipient 5 of 61

Zone Case Number: **3174-D**  
JACKSON NICHOLAS & SARAH CANTOR  
2619 20TH ST  
LUBBOCK TX 79410



City of Lubbock, TX  
Planning Department  
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In Favor

Opposed

X

Reasons and/or Comments:

*This change would negatively impact the historic Tech Terrace neighborhood. This neighborhood greatly benefits this area of Lubbock and Texas Tech.*

Print Name

JOHN HATCHETS

Signature:

for Mark Hatchets

Address:

3323 82ND ST. LUBBOCK, TX 79423

Address of Property Owned:

2621 20th ST

Phone Number:

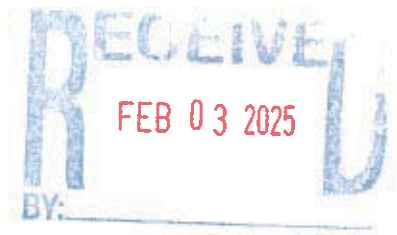
806-793-2424

Email:

R39026

Recipient 51 of 61

Zone Case Number: **3174-D**  
HATVANTAGE HOLDINGS LLC  
3323 82ND ST  
LUBBOCK TX 79423



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.: 3174-D**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

Encroaching private residential  
area of 20<sup>th</sup> St. already homeles  
gutting during school year.  
Alky is becoming thoroughfare  
for traffic and breakins?

Print Name: Jimmy & Genie Chappell  
Signature: Genie Chappell  
Address: 9226 Rockbrook  
Address of Property Owned: 2624 20<sup>th</sup> St  
Phone Number: 214-207-1855  
Email: jimmy.genie@5BCGlobal.net

Zone Case Number: **3174-D** R38788

Recipient 17 of 61

JIMMY & GENIE CHAPPELL REV TRUST UTD  
CHAPPELL JIMMY L & GENIE 9226 ROCKBROOK DR  
DALLAS TX 75220



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
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In Favor

Opposed



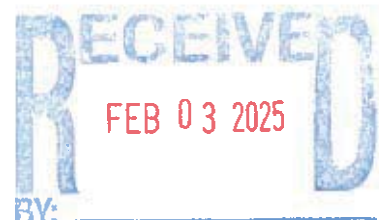
Reasons and/or Comments:

Print Name Sarah cantor  
Signature: [Signature]  
Address: 2617 20<sup>th</sup> St Lubbock TX 79410  
Address of Property Owned: 2617 20<sup>th</sup> St Lubbock TX 79410  
Phone Number: 806 368 9943  
Email: ssvcantor@gmail.com

R39048

Recipient 11 of 61

Zone Case Number: **3174-D**  
JACKSON NICHOLAS & SARAH CANTOR  
2619 20TH ST  
LUBBOCK TX 79410





City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor ☐  
Opposed ☒

Reasons and/or Comments:

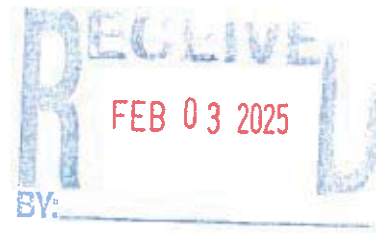
NO!

Print Name Cheri Strait  
Signature: Cheri Strait  
Address: PO 6946  
Address of Property Owned: 2513-20th  
Phone Number: 806-795-2011  
Email: \_\_\_\_\_

R38340

Recipient 40 of 61

Zone Case Number: **3174-D**  
STRAIT, CHERI ANN  
PO BOX 6946  
LUBBOCK TX 79493-6946



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

Opposed

Reasons and/or Comments:

No. who wants to live by apartment complex? I don't!  
Go NE of campus,

Print Name

Signature:

Address:

Address of Property Owned:

Phone Number:

Email:

R39900

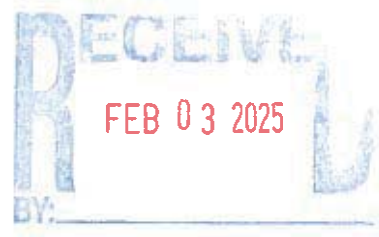
Recipient 57 of 61

Zone Case Number: **3174-D**

TECH RENTALS LLC

PO BOX 6946

LUBBOCK TX 79493



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3174-D**

In Favor

Opposed

Reasons and/or Comments:

Print Name VIRGINIA SAIZ

Signature: Virginia Saiz

Address: 2419 19th St #13

Address of Property Owned: 2419 19th Lubbock TX 79410

Phone Number: 806 747 6021

Email: N/A

R38707

Recipient 45 of 61

Zone Case Number: **3174-D**

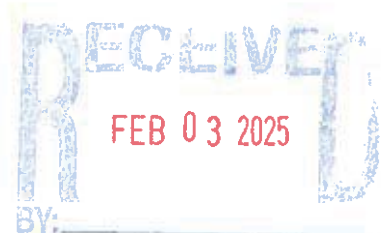
SAIZ VIRGINIA REV TRUST

2619 19TH ST

APT 13

LUBBOCK

TX 79410



**From:** Holle Humphries <[holle\\_h@att.net](mailto:holle_h@att.net)>

**Sent:** Monday, February 3, 2025 3:42 PM

**To:** Kristen Sager <[ksager@mylubbock.us](mailto:ksager@mylubbock.us)>

**Cc:** Karen Edwards <[KEdwards@mylubbock.us](mailto:KEdwards@mylubbock.us)>

**Subject:** P&Z Case No. 3174-D: I protest with "NO" in response to Request for a Zone Change from Low Density Single Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR) at 2601, 2605 and 2615 19th St.

**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.**

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Dear Kristen,

With regard to P&Z Zone Case No. 3174-D in District 3, Agenda item 3.3 for the upcoming meeting February 6, 2025:

-- the request for a Zone Change from Low Density Single Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR) at 2601, 2605 and 2615 19th St.:

Please circulate this e-mail note registering my protest to the proposed request for a zone change, to the members of the Planning and Zoning Commission:

James Bell, Chair

Brandon Hardaway, Vice Chair

Scott Gloyna

Robert Wood

Tanner Noble

Tarek Redwan

Renne Cage

Terri Morris

This is my major reason for protesting this request for a zone change:

This area of the Tech Terrace neighborhood \*already experiences\* severe crowding owing to traffic/vehicle congestion, with residential streets clogged with parked cars, choking down surrounding residential streets to one lane of pass-thru travel only.

In addition, this area already experiences a very high volume of pedestrian traffic, as TTU staff, faculty and students try to get to and from campus, and as well, parents and students of Roscoe Wilson Elementary and Hutchinson Middle Schools try to travel to and from their schools, Monday through Friday.

As one example of the Reality Quotient of this situation: Such is the volume of traffic in this regard around Roscoe Wilson Elementary School alone, competing for street space with early morning TTU and commuter traffic, creating dangerous situations for student and their parent pedestrians, that LISD established an LISD patrol officer to monitor this traffic, and in addition, the City installed 20 mph traffic signal lights to slow all down.

Should a High Density Residential building be permitted to be erected here, at 2601, 2605 and 2615 19th St., this will only add to the overall congestion and crowding initiated by 100s more TTU students living in one concentrated spot, not to mention their vehicles when departing or arriving at the property, and thus will exacerbate unsafe congested conditions in travel -- for all.

In addition, according to the plans put forth at the January 16, 2025 Tech Terrace U.N.I.T. Neighborhood Association by the developers/designers for the High Density Residential project they envision constructing on this site, there already is insufficient parking planned for the number of occupants intended for the building.

Of even greater concern, is the *total lack of plans for providing parking for any of the \*guests\* of the numbers of prospective residents* which are intended for this project. As we were given to the understanding, one must purchase a permit to be allowed to park in the planned parking garage. This, then, will mean that any guests of the residents will try to park on the nearby residential streets.

This will mean that the unsafe conditions of the congested streets that are already crowded-with-parked-cars of the residential neighborhood streets right around the area where this HDR project is planned -- will be expanded to spill over into additional streets in the neighborhood.

Such crowding causes stress and impinges on the quality of life and safety for all who live in this area of the neighborhood.

But worse: such crowding and congested streets *pose the ever-present danger of Emergency Vehicles being unable to get through* --

-- as we have eye-witnessed happen on the 3100 to 3200 block of 26th St. Two years ago, those two blocks of the street were so packed with parked pick-up trucks on each side of the street, that the EMS Firetruck *could not get through* to the residence of its intended destination.

So, then, that begs the question: how can this planned request for a Zoning Change even remotely be considered for approval, when to do so would violate the tenets of the Unified Development Code, passed by City Council? (please note items enhanced in bold blue font, below):

## Chapter 39 – Unified Development Code (UDC)

### Article 39.01 General Provisions

#### Division 1.1 General Provisions

##### *Section 39.01.002 Purposes*

The provisions of this [UDC](#) are specifically intended to:

1. a. **Comprehensive Plan.**

1. Implement the relevant priorities of [Plan Lubbock 2040, a Comprehensive Plan for the Future](#) (the Comprehensive Plan), as adopted by Ordinance No. 2018-00141, on file with the Office of the City Secretary;
  2. Provide for orderly growth and development;
  3. Consider land uses and zoning changes in relation to the [Comprehensive Plan](#) and Future Land Use Map, as amended; and
  4. Update the Future Land Use Map with zoning changes.
2. **b. Public Health and Safety.** Protect public health, safety, and environmental quality by:
    1. Providing adequate light and air;
    2. **Promoting a safe, effective traffic circulation system;**
    3. Providing safety from fire and other dangers; and
    4. **Encouraging proper population densities.**
  3. **c. Quality of Life.** Protect the quality of life of City residents, business owners, employees, and visitors by:
    1. Improving the City's appearance through the regulation of design, where such regulations are appropriate and allowed by State law;
    2. Protecting property against blight and depreciation by facilitating reinvestment, redevelopment, and [infill development](#);
    3. **Promoting walkability;**
    4. **Protecting and strengthening existing neighborhoods;**
    5. Promoting a range of housing choices;
    6. **Protecting and enhancing areas of scenic, historic, or cultural importance; and**
    7. Encouraging connectivity between neighborhoods, public and private amenities, and areas for work, recreation, and commerce.

<https://online.encodeplus.com/regs/lubbock-tx/doc-viewer.aspx?secid=545#secid-54>

Thank-you,

Holle Humphries, Ph.D.  
3008 26th St.  
Lubbock, TX 79410

-- resident of 26 years in Tech Terrace neighborhood



**From:** Kristen Sager  
**Sent:** Wednesday, February 5, 2025 12:45 PM  
**To:** Gregory Hernandez  
**Subject:** FW: P&Z Case No. 3174-D: I protest with "NO" in response to Request for a Zone Change from Low Density Single Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR) at 2601, 2605 and 2615 19th St.

---

**From:** Tai Kreidler <[tai\\_k@att.net](mailto:tai_k@att.net)>  
**Sent:** Wednesday, February 5, 2025 11:58 AM  
**To:** Kristen Sager <[ksager@mylubbock.us](mailto:ksager@mylubbock.us)>  
**Cc:** Karen Edwards <[KEdwards@mylubbock.us](mailto:KEdwards@mylubbock.us)>  
**Subject:** P&Z Case No. 3174-D: I protest with "NO" in response to Request for a Zone Change from Low Density Single Family District (SF-2) and Heavy Commercial District (HC) to High Density Residential District (HDR) at 2601, 2605 and 2615 19th St.

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Dear Ms. Sager,

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James Bell, Chair  
Brandon Hardaway, Vice Chair  
Scott Gloyna  
Robert Wood  
Tanner Noble  
Tarek Redwan  
Renne Cage  
Terri Morris

The reasons are as follows:

**Traffic congestion and insufficient parking.** This area of the Tech Terrace neighborhood \*already experiences\* severe crowding owing to traffic/vehicle congestion, with residential streets clogged with parked cars, choking down surrounding residential streets to one lane of pass-thru travel only.

**High Pedestrian Traffic.** An extant high volume of pedestrian traffic, with TTU staff, faculty and students along with parents and students of Roscoe Wilson Elementary and Hutchinson Middle traveling to and from their schools, Monday through Friday.

A High Density Residential building at 2601, 2605 and 2615 19th St., will only add to the overall congestion and crowding initiated by more TTU students living in one concentrated spot, not to mention their vehicles when departing or arriving at the property, and thus will exacerbate unsafe congested conditions in travel -- for all.

In addition, according to the plans put forth at the January 16, 2025 Tech Terrace U.N.I.T. Neighborhood Association by the developers/designers for the High Density Residential project they envision constructing on this site, there already is insufficient parking planned for the number of occupants intended for the building.

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So, then, that begs the question: how can this planned request for a Zoning Change even remotely be considered for approval, when to do so would violate the tenets of the Unified Development Code, passed by City Council? (please note items enhanced in bold blue font, below):

Thank-you,

Tai Kreidler, Ph.D.  
3008 26th St.  
Lubbock, TX 79410