City of Lubbock, Texas
Regular City Council Meeting
April 8, 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 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.City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

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

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

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

1. **Executive Session**

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

1. 1. 1. Luskey Tract A

1. 1. 2. MB3-LLC - Housing Discussion

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. 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 Lake Alan Henry Board of Appeals.

1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.

1. 4. 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 April 8, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. March 11, 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 1st Reading - Finance:** Consider Budget Ordinance Amendment 16, respecting the Hazard Mitigation Generators Capital Improvement Project in the Water/Wastewater Capital Project Fund and the Grant Fund; providing for filing; and providing for a savings clause.

5. 2. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2024-O0043, abandoning and closing portions of an Access Easement, located in Tracts 4C-4F, Huntington Business Park, City of Lubbock, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.

5. 3. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2025-O0044, abandoning and closing portions of Right-of-Way, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, at the northeast and northwest corners of 82nd Street and Cedar Avenue.

5. 4. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing alley right-of-way located in Section 77, Block A, recorded in Vol. 1843, Pg. 285, City of Lubbock, Lubbock County, Texas, near the North Loop Industrial Park, north of East Lehigh Street, and east of Ash Avenue.

5. 5. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing portions of streets located in Section 77, Block A, recorded in Vol. 474, Pg. 183, City of Lubbock, Lubbock County, Texas, north of the North Loop Industrial Park, and south of Northeast Loop 289.

5. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License, and all related documents, by and between the City of Lubbock and the Air Force Civil Engineer Center, for a groundwater monitoring well in the right-of-way of 21st Street, east of Research Boulevard.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 24), on 82nd Street, east of Ash Avenue, to be utilized for the 2022 Street Bond Project.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 25), on 82nd Street, east of Ash Avenue, to be utilized for the 2022 Street Bond Project.

5. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17258, and related documents, with Halff Associates, Inc., for engineering services for watershed boundary and drainage studies.

5. 10. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 18738, and all related documents, with Bo Simon, Inc., for the construction of waterlines ahead of paving of multiple unpaved streets, which were approved in the 2022 Street Bond Election.

5. 11. **Resolution - Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Purchase Order 22105416, with Peerless Pump Company, for repairs and maintenance to a vertical turbine pump located at Pump Station 9.

5. 12. **Resolution - Public Works Wastewater:** Consider a resolution ratifying the actions of the Assistant City Manager in executing Purchase Order 23105948, with Riley Industrial Services, Inc., for emergency field services to clean a polymer spill located at the Southeast Water Reclamation Plant.

5. 13. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25101926, with ADB Safegate Americas, LLC, for Location and Directional Airfield Lighted Sign Panels at Lubbock Preston Smith International Airport.

5. 14. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order 25101929, with Hi-Lite Airfield Services LLC, for Taxiway Paint Removal and Remarking, at Lubbock Preston Smith International Airport.

5. 15. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to WT Grit, LLC dba Primitive, located at 905 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 16. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to WT Grit, LLC dba Primitive, located at 905 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 17. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Spade Farms, Inc., located at 1107 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 18. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Spade Farms, Inc., located at 1107 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 19. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to LBK 1201-17 LLC, located at 1203 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 20. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to LBK 1201-17 LLC, located at 1203 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 21. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Keeton Events, LLC, dba Gayle's Event Rentals, located at 1615 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 22. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Keeton Events, LLC, dba Gayle's Event Rentals, located at 1615 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 23. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to ImageNet Consulting, located at 1616 Mac Davis Lane, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 24. **Resolution - Business Development:** Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to ImageNet Consulting, located at 1616 Mac Davis Lane, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 25. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order 90500067, with Kraftsman Commercial Playgrounds and Water Parks, for playground safety surfacing demolition and replacement at Maedgen Park, located at 1st Street and Boston Avenue.

5. 26. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute Purchase Order 10028309, with Primary Arms LLC, for the purchase of Trijicon 3x Magnifiers for the Lubbock Police Department.

5. 27. **Resolution - Police:** Consider a resolution authorizing the Mayor of the City of Lubbock to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock and Lubbock-Cooper Independent School District (ISD), for law enforcement services at designated Lubbock-Cooper ISD events within the city limits and/or within the municipal limits of the extraterritorial jurisdiction of the City of Lubbock.

5. 28. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2025-O0045, for Zone Case 1112-G, a request of Presto Hail Lifters for Lon Miller, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial (AC), at 2110 and 2112 50th Street, located north of 50th Street and west of Avenue U, Felix Addition, Lot 10 and the west 37.5 feet of Lot 9, and consider an ordinance.

5. 29. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2025-O0009, in accordance with Section 43.0697(c)(3) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), into Lubbock's corporate limits.

5. 30. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Dedicatory Certificate, associated Easements, and all related documents, in connection with property described as Lot 1-A, Block 1, Tech Gardens Addition, Lubbock County, Texas, located south of Erskine Street and west of Detroit Avenue.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Park and Recreation Board, Public Transit Advisory Board, and Veterans Advisory Committee.

AI# 13332
Regular City Council Meeting **1. 3.**
04/08/2025:

Information

Agenda Item

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals.

Item Summary

Discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 13340
Regular City Council Meeting **4. 1.**
04/08/2025:

Information

Agenda Item
March 11, 2025 Regular City Council Meeting

Item Summary
March 11, 2025 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

3.11.2025

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 11, 2025
12:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of March, 2025, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 12:30 p.m.

12:32 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 Brayden Rose; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Matt Wade

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1; 3.1-3.2; Citizen Comments 4; 5.1; 6.1-6.39; 7.1-7.3; 7.5; 7.4; and 7.6.*

1. Executive Session

The meeting recessed at 12:32 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 1:34 p.m., and the meeting was called to order at 2:15 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. Luskey - Tract A

1. 1. 2. V8 Lease

1. 1. 3. Hideaway Estates

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. V8 Lease

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

City Council reconvened at 1:34 p.m.

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

2. 1. Lubbock Public Health Department

Katherine Wells, director of public health, gave a presentation and answered questions from City Council. Topics discussed included: what is public health; US public health system; Texas governmental public health; medicine and public health; Lubbock Public Health; Lubbock Public Health activities; disease surveillance; public health emergency preparedness; behavioral health; Lubbock Public Health budget; general fund budget 24-25; challenges; measles update; what is measles; impact of measles; US measles cases; largest measles outbreaks; case counts outbreak; first case - January 28, 2025; impact on Lubbock; stopping the outbreak; and response.

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

City Council concluded work session and began regular session at 2:12 p.m.

3. Ceremonial Items

3. 1. Invocation

Reverend Jim Haney, St. Paul's on the Plains Episcopal 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 2:15 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 March 11, 2025. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Marcus Hurd; Rhonda Kauk; Billie Stelzer; Rachel Myers; and Harold Lewis appeared before City Council to speak in opposition of item 7.4 (Zone Case 1794-K).
- Tyler Perlmutter; and Cindy Snell appeared before City Council to speak in favor of item 7.6 (Zone Case 3174-D).
- Ivan Naranjo; Sally Conroy; Tai Kreidler; Holle Humphries, member of the Tech Terrace Neighborhood Association; Roger Settler, president of the Congress of Neighborhood Association; Abbie Kleppa; Melissa Grimes, president of the Tech Terrace Neighborhood Association; and Connie Goodwin appeared before City Council to speak in opposition of item 7.6 (Zone Case 3174-D).

5. Minutes

5. 1. February 11, 2025 Regular City Council Meeting

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to approve the February 11, 2025 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Christy Martinez-Garcia, seconded by Council Member Brayden Rose, to approve items 6.1-6.39.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0038, Amendment 11, amending the FY 2024-25 Budget for municipal purposes respecting the 66th Street from I-27 to Ash Avenue Capital Improvement Project in the Streets Capital Project Fund; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2025-O0039, Amendment 15, establishing the McAlister Park Playground Capital Improvement Project in the Parks Capital Project Fund; providing for filing; and providing for a savings clause.

6. 3. **Resolution - Finance:** Resolution No. 2025-R0089 designating authorized representatives on the City's accounts with the Texas Local Government Investment Pool.

6. 4. **Resolution - Risk Management:** Resolution No. 2025-R0090 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed $34,233.

6. 5. **Resolution - Risk Management:** Resolution No. 2025-R0091 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,626.

6. 6. **Resolution - Risk Management:** Resolution No. 2025-R0092 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150.

6. 7. **Resolution - Risk Management:** Resolution No. 2025-R0093 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, unmanned aircraft hull and liability coverage from Global Aerospace, for which the premium shall not exceed $18,131.

6. 8. **Resolution - Risk Management:** Resolution No. 2025-R0094 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Insurance Company, for which the premium amount shall not exceed a rate of $0.0033 per $100 equipment valuation.

6. 9. **Resolution - Risk Management:** Resolution No. 2025-R0095 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Hiscox/Underwriters at Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0032 per $100 valuation.

6. 10. **Resolution - Risk Management:** Resolution No. 2025-R0096 authorizing and directing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with StarStone Specialty Insurance, Harleysville Insurance Company of New York, Mitsui Sumitomo Insurance Company of America, Landmark American Insurance Company, Sutton Specialty Insurance Company, Lexington Insurance Company, Arch Specialty Insurance Company, Palms Specialty Insurance Company, Evanston Insurance Company, Kinsale Insurance Company, AXIS Surplus Insurance Company, James River Insurance Company, Texas Insurance Company and Trisura Specialty Insurance Company, for which the premium shall not exceed a rate of $0.2764 per $100 of valuation.

6. 11. **Resolution - Risk Management:** Resolution No. 2025-R0097 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, cyber coverage from Crum & Forster Insurance Company, for which the premium amount shall not exceed $114,723.55.

6. 12. **Resolution - Risk Management:** Resolution No. 2025-R0098 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, Medical Professional Liability coverage from Landmark Insurance Company, for which the total amount shall not exceed $17,632.01.

6. 13. **Resolution - Risk Management:** Resolution No. 2025-R0099 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Berkley - Gemini Insurance Company, for which the premium amount shall not exceed $1,090,856.

6. 14. **Resolution - Risk Management:** Resolution No. 2025-R0100 authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $20,656.35.

6. 15. **Resolution - Risk Management:** Resolution No. 2025-R0101 authorizing and directing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include Terrorism with the insurer AEGIS, for which the premium shall not exceed a rate of $0.2255 per $100.

6. 16. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2025-O0031, 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.

6. 17. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2025-O0032, 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.

6. 18. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0040 abandoning and closing portions of an Underground Utility Easement, located on the southwest line of Tract TT, West Business Park Addition to the City of Lubbock, Lubbock County, Texas, near the southeast corner of Alcove Avenue and 66th Street.

6. 19. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2025-O0041 abandoning and closing portions of an Underground Street Light Cable Easement, located on the east side of Lot 19, Block 102, Overton Addition to the City of Lubbock, Lubbock County, Texas.

6. 20. **Resolution - Right-of-Way:** Resolution No. 2025-R0102 authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with real property located in the Southeast Quarter (SE/4) of Section 1, Block D6, Lubbock County, Texas (Parcel 5-B), to be utilized for the North Upland Avenue Project, which is a portion of the 2022 Street Bond Project.

6. 21. **Resolution - Public Works Solid Waste:** Resolution No. 2025-R0103 authorizing the Mayor to execute Amendment No. 1 to Contract 17278, with Parkhill, for continuing professional engineering services for the Cell VI Design, Construction Administration, and Regulatory Reporting at the West Texas Region Disposal Facility.

6. 22. **Resolutions - Facilities Management:** Resolution No.'s 2025-R0104 and 2025-R0105 authorizing the Mayor to execute Contract 18436, with King Consultants, Inc., and Contract 18662, with G/A Environmental LP, for asbestos consulting services related to City facilities, as needed.

6. 23. **Resolution - Community Development:** Resolution No. 2025-R0106 authorizing the Mayor to execute a HOME Investment Partnerships Program Funding Agreement Contract 18502, and all related documents, by and between the City of Lubbock and Cotton Place Properties, LLC, for the development of affordable rental units for low to moderate income individuals and families.

6. 24. **Resolution - Community Development:** Resolution No. 2025-R0107 authorizing the Mayor to execute a HOME Investment Partnerships Program - American Rescue Plan Funding Agreement Contract 18503, and all related documents, by and between the City of Lubbock and Serve Lubbock, to provide affordable rental housing for homeless or at risk of becoming homeless families and individuals.

6. 25. **Resolution - Aviation:** Resolution No. 2025-R0108, a Memorandum of Lease between the City of Lubbock and Freeman Holdings of West Texas, LLC, in connection with the assignment of certain leases of real property by Abilene Aero, Inc. at Lubbock Preston Smith International Airport.

6. 26. **Resolution - Public Transit Services:** Resolution No. 2025-R0109 authorizing the Chief Financial Officer of the City of Lubbock for the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

6. 27. **Resolution - Business Development:** Resolution No. 2025-R0110 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to the Louise Hopkins Underwood Center for the Arts, located at 602 Texas Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 28. **Resolution - Business Development:** Resolution No. 2025-R0111 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Alliance Credit Union, located at 2206 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 29. **Resolution - Business Development:** Resolution No. 2025-R0112 authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Alliance Credit Union, located at 2206 34th Street, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 30. **Resolution - Business Development:** Resolution No. 2025-R0113 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Those Iowa Girls Antiques, located at 2249 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 31. **Resolution - Business Development:** Resolution No. 2025-R0114 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Woodberry Investments, LLC, located at 3604 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 32. **Resolution - Business Development:** Resolution No. 2025-R0115 authorizing a Commercial Revitalization Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Woodberry Investments, LLC, located at 3604 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 33. **Resolution - Business Development:** Resolution No. 2025-R0116 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to BPC Restaurant Group, LLC dba River Smith's, located at 406 Avenue Q, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 34. **Resolution - Business Development:** Resolution No. 2025-R0117 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Cavender Real Estate of Lubbock IV, LLC, located at 1210 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 35. **Resolution - Business Development:** Resolution No. 2025-R0118 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Cavender Real Estate of Lubbock IV, LLC, located at 1210 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 36. **Resolution - Business Development:** Resolution No. 2025-R0119 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to TDRM Holdings, LLC, located at 1214 Avenue E, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 37. **Resolution - Business Development:** Resolution No. 2025-R0120 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to TDRM Holdings, LLC, located at 1214 Avenue E, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

6. 38. **Resolution - Fleet Services:** Resolution No. 2025-R0121 authorizing the Mayor to execute Purchase Order 31088735, with Syntech Systems, Inc., for the purchase and implementation of software upgrades to the City’s current FuelMaster Fuel Management System.

6. 39. **Resolution - Information Technology:** Resolution No. 2025-R0122 authorizing the Mayor to execute Amendment No. 4 to Contract 15678, with Bohannan Huston, Inc., for digital orthophotography and GIS data acquisitions.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning:** Ordinance No. 2025-O0042, for a request for annexation, from Thomas L. Cooke and Deidra DeAnn Williams Martin, to annex an area of approximately 407.28 acres, adjacent to the eastern city limits of the City of Lubbock, north of East Bluefield Street and east of North Guava Avenue, into Lubbock's corporate limits.

Gregory Hernandez, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor McBrayer opened the public hearing at 3:08 p.m.

No one appeared to speak in favor or opposition.

Mayor McBrayer closed the public hearing at 3:08 p.m.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Ordinance No. 2025-O0042.

Vote: 7 - 0 Motion carried

7. 2. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2025-O0033, 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.

Gregory Hernandez, planning and zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0033.

Vote: 7 - 0 Motion carried

7. 3. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2025-O0034, 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.

Gregory Hernandez, planning and zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0034.

Vote: 7 - 0 Motion carried

7. 4. **Ordinance 2nd Reading - Planning (District 4):** Ordinance No. 2025-O0035, 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.

Gregory Hernandez, planning and zoning manager, gave a presentation and answered questions from City Council. Will Stephens, with AMD Engineering; and Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Mayor Pro Tem Christy Martinez-Garcia, to approve Ordinance No. 2025-O0035.

Vote: 6 - 1 Motion carried

NAY: Council Member Brayden Rose

7. 5. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2025-O0036, 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.

Gregory Hernandez, planning and zoning manager, gave a presentation and answered questions from City Council.

Motion by Council Member Brayden Rose, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2025-O0036.

Vote: 7 - 0 Motion carried

7. 6. **Ordinance 2nd Reading - Planning (District 3):** Ordinance No. 2025-O0037, for Zone Case 3174-D, a request of AMD Engineering, LLC for Texas District LCMS and Generator 1, LLC, 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 Street, located west of University Avenue and south of 19th Street, on 1.56 acres out of Ellwood Place, Block 7.

Gregory Hernandez, planning and zoning manager, gave a presentation and answered questions from City Council. Tyler Perlmutter, with Pinecrest, gave comments and answered questions from City Council.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Tim Collins, to approve Ordinance No. 2025-O0037.

Vote: 7 - 0 Motion carried

3:49 P.M. CITY COUNCIL ADJOURNED

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

The March 11, 2025 Regular City Council Meeting minutes were approved by the City Council on the 8th day of April, 2025.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 13357

Regular City Council Meeting **5. 1.**

04/08/2025:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 16, respecting the Hazard Mitigation Generators Capital Improvement Project in the Water/Wastewater Capital Project Fund and the Grant Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92906, Hazard Mitigation Generators, and appropriate funding in the amount of $5,806,580. Funding will be $5,225,922 from the Hazard Mitigation Grant and $580,658 from the Water/Wastewater Fund as a 10% match.
II. Amend the transfer from the Hazard Mitigation Grant to the Water/Wastewater Capital Project Fund by $5,806,580.

The purpose of the Budget Amendment is to fund the following for the Water/Wastewater Department:

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

Additionally, this Budget Amendment is to transfer the funds appropriated for the Hazard Mitigation Grant that was created by Ord 2025-O0003 and place the funding into a new Capital Improvement Project.

Fiscal Impact

The total funding for CIP 92906, Hazard Mitigation Generators, is $5,806,580. $5,225,922 will be from the Federal Emergency Management Agency (FEMA). $580,658 will be a local match from the Water/Wastewater Fund excess reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2024-25 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE HAZARD MITIGATION GENERATORS CAPITAL IMPROVEMENT PROJECT IN THE WATER/WASTEWATER CAPITAL PROJECT FUND AND THE GRANT 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 #16) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92906, Hazard Mitigation Generators, and appropriate funding in the amount of $5,806,580. Funding will be $5,225,922 from the Hazard Mitigation Grant and $580,658 from the Water/Wastewater Fund as a 10 percent match.
II. Amend the transfer from the Hazard Mitigation Grant to the Water/Wastewater Capital Project Fund by $5,806,580.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

Mitch Satterwhite
First Assistant City Attorney

AI# 13307
Regular City Council Meeting 5. 2.
04/08/2025:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2024-O0043, abandoning and closing portions of an Access Easement, located in Tracts 4C-4F, Huntington Business Park, City of Lubbock, Lubbock County, Texas, at the southeast corner of Indiana Avenue and 122nd Street.

Item Summary

On March 25, 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 a portion of an access easement in Tracts 4C-4F in Huntington Business Park, at the southeast corner of Indiana Avenue and 122nd Street, on behalf of Centerline Engineering & Consulting..

Centerline Engineering & Consulting is closing portions of the Access Easement to create additional buildable area.

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

Huntington Business Park, Tr. 4C- 4F - Ordinance

Huntington Bus. Pk. Tr. 4C-4F, m&b
Huntington Business Park, Tr. 4C- 4F - GIS map

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF AN ACCESS EASEMENT LOCATED IN TRACTS 4C-4F, 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 access 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

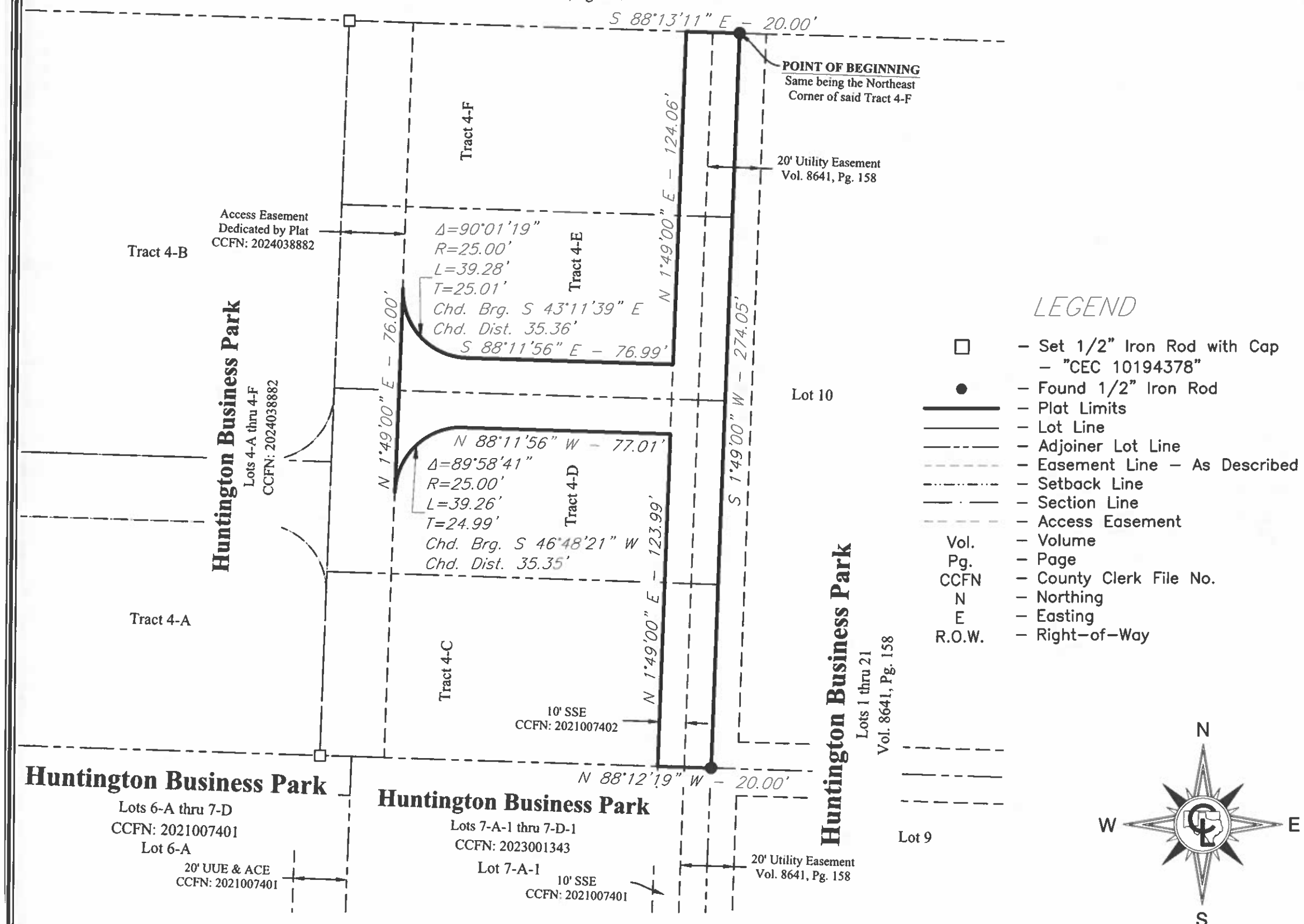
APPROVED AS TO CONTENT:

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior City Attorney

Ord. Access Easement Closure Tracts 4C-4F Huntington bus pk.
3.6.25



METES AND BOUNDS

Exhibit "A"

BEING a 0.19 acre portion of an Access Easement located on Tracts 4-C thru 4-F, Huntington Business Park Addition, as shown on the map or plat thereof recorded in County Clerk File No. 2024038882, Official Public Records of Lubbock County, Texas, situated in Section 21, Block E2, Abstract 270, La Patillo Survey, Lubbock County, Texas, and said 0.19 acre portion of Access Easement being further described by metes and bounds as follows:

BEGINNING at a 1/2 Inch Iron Rod Found for the Northeast Corner of this this tract, same being the Northeast Corner of said Tract 4-F;

THENCE South 1°49'00" West - 274.05 feet along the East line of said Huntington Business Park Addition to a 1/2 Inch Iron Rod Found for the Southeast Corner of this tract, same being the Southeast Corner of said Tract 4-C;

THENCE North 88°12'19" West - 20.00 feet along the South line of said Tract 4-C to a Point for the most Southerly Southwest Corner of this tract;

THENCE North 1°49'00" East - 123.99 feet along the West line of a 10.00 feet wide Sewer Line Easement, as described in County Clerk Cile No. 2021007402, Official Public Records of Lubbock County, Texas, to a Point for a Corner of this tract;

THENCE North 88°11'56" West - 77.01 feet to a Point for a Corner of this tract;

THENCE along a curve to the left, with a Chord Bearing and Distance of South 46°48'21" West - 35.35 feet, a Radius of 25.00 feet, and an Arc Length of 39.26 feet to a Point for the most Westerly Southwest Corner of this tract;

THENCE North 1°49'00" East - 76.00 feet to a Point for the most Westerly Northwest Corner of this tract;

THENCE along a curve to the left, with a Chord Bearing and Distance of South 43°11'39" East - 35.36 feet, a Radius of 25.00 feet, and an Arc Length of 39.28 feet to a Point for a Corner of this tract;

THENCE South 88°11'56" East - 76.99 feet to a Point in the West line of said 10.00 feet wide Sewer Line Easement for a Corner of this tract;

THENCE North 1°49'00" East - 124.06 feet along the West line of said 10.00 feet wide Sewer Line Easement to a Point for the most Northerly Northwest Corner of this tract;

THENCE South 88°13'11" East - 20.00 feet along the North line of said Tract 4-F to the POINT OF BEGINNING and containing 0.19 acres (8401 Sq. Ft.) of land, more or less.

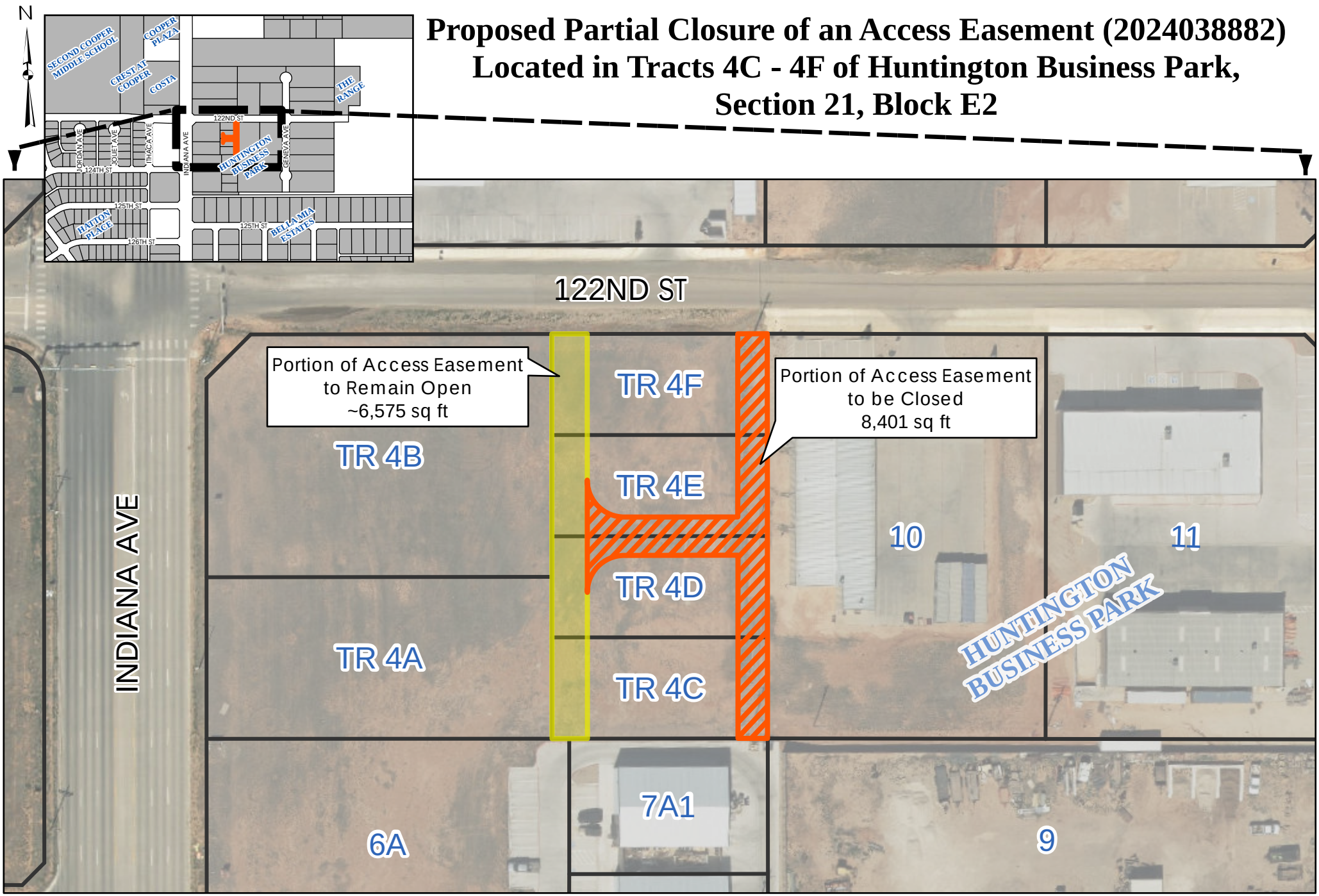
VACATE EXHIBIT

Access Easement Vacate
± 0.19 Acres
Lubbock, Lubbock County, Texas

CENTERLINE
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713, TBPLS Reg. No. 10194378
OKLAHOMA CA NO. 8646

Drawn by: CF Checked by: MY 24-06-1489 - FP

Proposed Partial Closure of an Access Easement (2024038882) Located in Tracts 4C - 4F of Huntington Business Park, Section 21, Block E2



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13308
Regular City Council Meeting 5. 3.
04/08/2025:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2025-O0044, abandoning and closing portions of Right-of-Way, located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas, at the northeast and northwest corners of 82nd Street and Cedar Avenue.

Item Summary

On March 25, 2025, the City Council approved the first reading of the ordinance.

The City of Lubbock obtained excess right-of-way (ROW) on 82nd Street, with the platting of the Antioch Baptist Church and EWJ subdivisions. With the design of the 82nd Street improvements, it was determined that this ROW is surplus, and the City will abandon and close the ROW at the northeast and northwest corners of 82nd Street and Cedar Avenue.

The total area of the ROW being closed is 1,045 and 7,117 square feet respectively. The land will revert to the adjacent landowners.

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

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance - Section 6, Block E, Closure
13308_301_E_82ND_STREET_-_SURPLUS_ROW_EXHIBIT (rs)
13308_111_E_82ND_STREET_-_SURPLUS_ROW_EXHIBIT (rs)
GIS map - EWJ 301 E 82ndSt
GIS Map 82nd St. Antioch Baptist Church

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING RIGHT-OF-WAY LOCATED IN SECTION 6, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, 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.ROW abandon and close Antioch BC
2.27.25

EXHIBIT "A"

DESCRIPTION

A 1,045 square feet tract out of a 20 feet wide right-of-way dedicated by the E.W.J. Addition located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 1,045 square feet tract of land out of a 20 feet wide right-of-way dedicated by the E.W.J. Addition, recorded in Volume 1373, Page 677, of the Official Public Records of Lubbock County, Texas and being further described by metes and bounds as follows;

BEGINNING at a 1/2 inch MAGnail with washer stamped "COBB FENDLEY BOUNDARY" (N: 7,253,542.66', E: 952,997.05') set for the southeast corner of this tract and being the same as the southeast corner of said 20 feet wide right-of-way, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the southwest corner of said Section 6 bears South 01°44'21" West, 30.00 feet and North 88°05'16" West, 743.56 feet;

THENCE North 88°15'17" West, along the south line of said 20 feet right-of-way, a distance of **40.62 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,543.89', E: 952,956.45') set for the southernmost southwest corner of this tract;

THENCE North 43°05'15" West, departing the south line of said 20 feet right-of-way, a distance of **21.21 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for the westernmost southwest corner of this tract;

THENCE North 01°'54'45" East, along the east line of Cedar Avenue, a distance of **19.96 feet** to a Point for the northwest corner of this tract and being the same as the westernmost southwest corner of Lot 1 of said E.W.J. Addition;

THENCE with the southwest line of said Lot 1, along a **Curve** to the **Left**, with a **Radius of 15.00 feet**, **Arc Length of 23.57 feet**, **Delta Angle of 90°00'00"**, and **Chord Bearing and Distance of South 43°15'39" East, 21.22 feet** to a Point for a corner of this tract and being the same as the southernmost southwest corner of said Lot 1;

THENCE South 88°05'15" East, along the south line of said Lot 1, a distance of **40.51 feet** to a Point for the northeast corner of this tract and being the same as the southeast corner of said Lot 1;

THENCE South 01°44'21" West, along the east line of the plat limits of said E.W.J. Addition, a distance of **19.88 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 1,045 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 2025-02-18

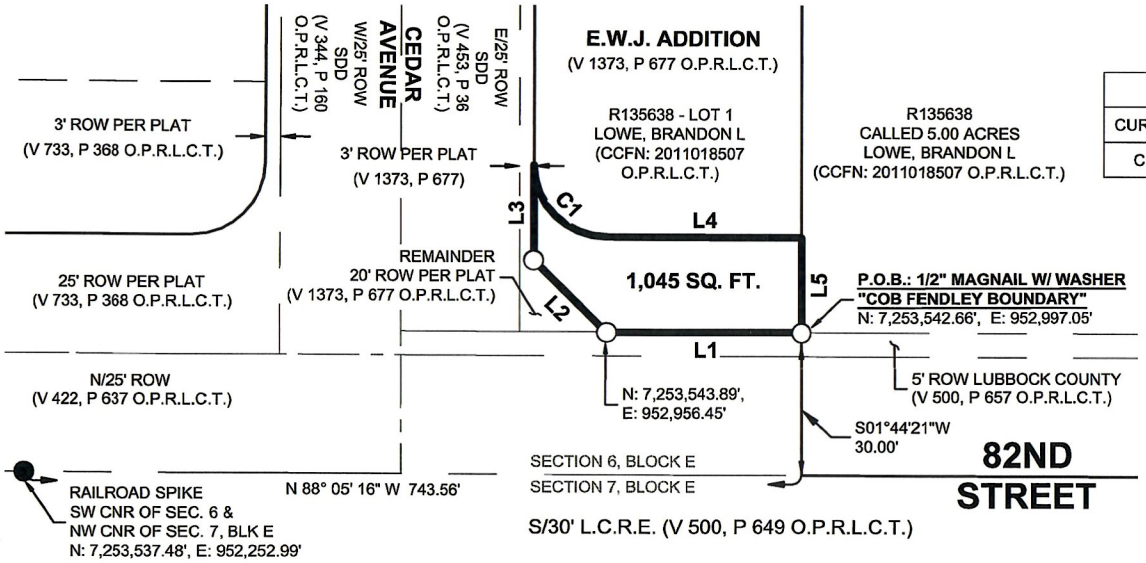


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	15.00'	90°00'00"	23.57'	21.22'	S 43°15'39" E

Line Table		
Line #	Direction	Length
L1	N 88°15'17" W	40.62'
L2	N 43°05'15" W	21.21'
L3	N 01°54'45" E	19.96'
L4	S 88°05'15" E	40.51'
L5	S 01°44'21" W	19.88'

GRAPHIC SCALE
(in feet)
40 0 20 40
1 inch = 40 ft.

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 (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
——— – ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NORTH

NOTES:

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.

2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.

3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

Jeffrey L. Fansler 2025-02-18

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

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

DATE: 02/10/2025	SCALE: 1" = 40'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-301 E 82ND STREET.dwg	

© copyright Cobb, Fendley & Associates, Inc.

301 E 82ND STREET, LUBBOCK, TEXAS

A 1,045 Sq. Ft. TRACT OUT OF A 20 FEET WIDE RIGHT-OF-WAY DEDICATED BY THE E.W.J. ADDITION LOCATED IN SECTION 6, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

EXHIBIT "A"

DESCRIPTION

A 0.16 acre (7,117 sq. Ft.) tract out of a 25 feet wide right-of-way dedicated by the Antioch Baptist Church Addition located in Section 6, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.16 acre tract of land out of a 25 feet wide right-of-way dedicated by the Antioch Baptist Church Addition, recorded in Volume 733, Page 368, of the Official Public Records of Lubbock County, Texas and being further described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,560.00', E: 952,507.77') set for the southwest corner of this tract on the common west line of said 25 feet right-of-way and east line of a called 0.22 acre tract described in a Warranty Deed with Vendor's Lein to Kevin L. Walkup, recorded in County Clerk File Number 2012009061, of the Official Public Records of Lubbock County, Texas, from which a 1/2 inch iron rod with yellow cap stamped "HUGO REED & ASSOC." found for the southeast corner said called 0.22 acre tract bears South 01°52'42" West, 6.00 feet and a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the southwest corner of said Section 6 bears South 01°52'42" West, 25.00 feet and North 88°05'16" West, 253.90 feet from said southeast corner of said called 0.22 acre tract;

THENCE North 01°52'42" East, along said common line, a distance of **19.00 feet** to a Point for the northwest corner of this tract and being the same as the southwest corner of Lot 1 of said Antioch Baptist Church;

THENCE South 88°05'15" East, along the south line of said Lot 1, a distance of **363.08 feet** to a Point for a corner of this tract and being the same as the southernmost southeast corner of said Lot 1;

THENCE continuing with the south line of said Lot 1, along a **Curve** to the **left** with a **Radius of 15.00 feet**, **Arc Length of 23.57 feet**, **Delta Angle of 90°00'00"** and **Chord Bearing and Distance of North 46°54'45" East, 21.22 feet** to a point for the northeast corner of this tract and being the same as the easternmost southeast corner of said Lot 1;

THENCE South 01°54'45" West, departing from the south line of said Lot 1 along the west line of Cedar Avenue, a distance of **19.00 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" set for easternmost south east corner of this tract;

THENCE South 46°54'45" West, a distance of **21.21 feet** to a 5/8 inch iron rod with yellow cap stamped "COBB FENDLEY BOUNDARY" (N: 7,253,547.89', E: 952,870.65') set for the southernmost southeast corner of this tract;

THENCE North 88°05'15" West, a distance of **363.07 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.16 feet (7,117 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 2025-02-18

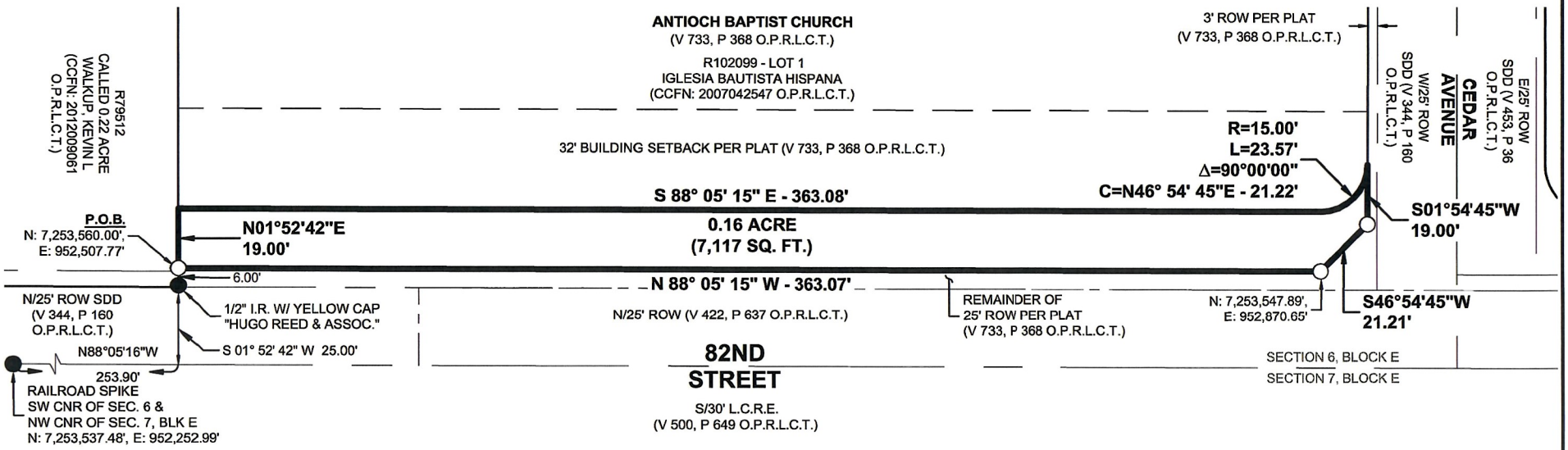


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



GRAPHIC SCALE
(in feet)
50 0 25 50
1 inch = 50 ft.

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 (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
= EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
= RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NORTH

NOTES:

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.

2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.

3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

Jeffrey L. Fansler 2025-02-18

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

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

DATE: 02/10/2025	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-111 E 82ND STREET.dwg	

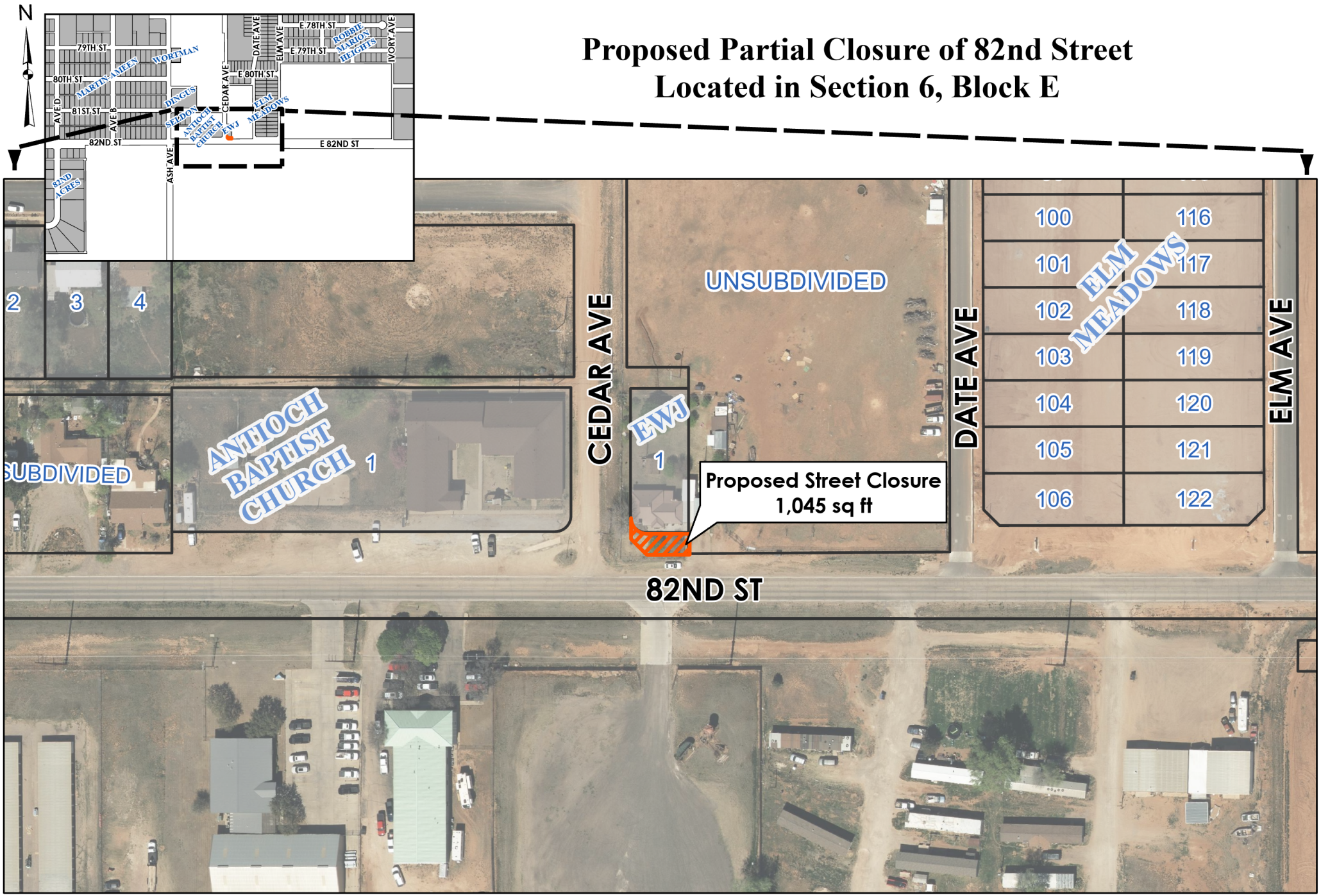
© copyright Cobb, Fendley & Associates, Inc.

111 E 82ND STREET, LUBBOCK, TEXAS

A 0.16 ACRE (7,117 Sq. Ft.) TRACT OUT OF A 25 FEET WIDE RIGHT-OF-WAY DEDICATED BY THE ANTIOCH BAPTIST CHURCH ADDITION LOCATED IN SECTION 6, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

Proposed Partial Closure of 82nd Street Located in Section 6, Block E



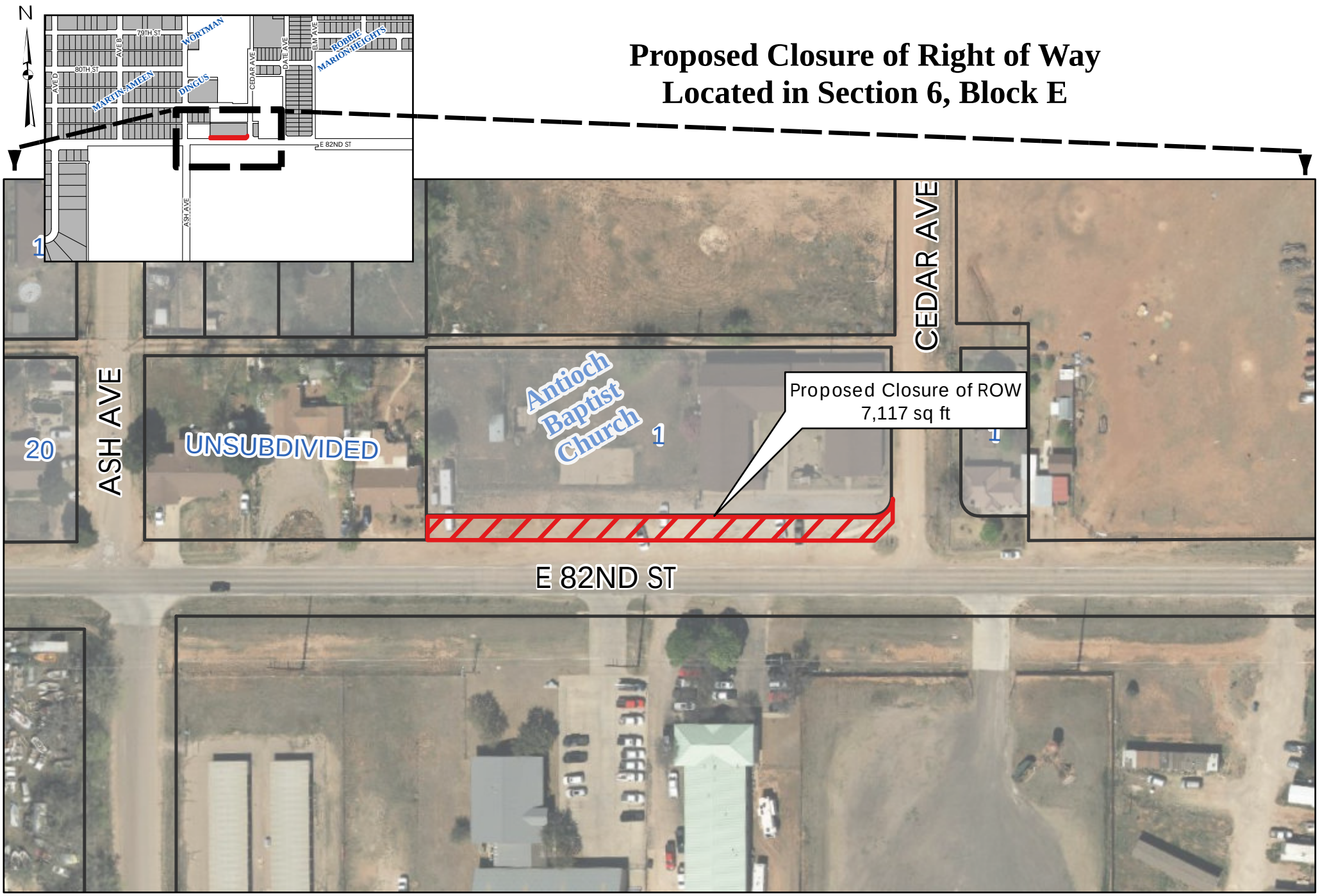
0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

Proposed Closure of Right of Way
Located in Section 6, Block E



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13353
Regular City Council Meeting 5. 4.
04/08/2025:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing alley right-of-way located in Section 77, Block A, recorded in Vol. 1843, Pg. 285, City of Lubbock, Lubbock County, Texas, near the North Loop Industrial Park, north of East Lehigh Street, and east of Ash Avenue.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close part of an alley located near the North Loop Industrial Park, north of East Lehigh Street, east of Ash Avenue.

The total area of the easements being closed is 10,454 square feet. The proponent desires to close the alley due to a change in the development of this property. The infrastructure in the alley has been relocated and is no longer needed.

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

Fiscal Impact

$2,847 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Section 77 Block A Alley - Ordinance
Section 77 Block A Alley Closure Field notes
Section 77 Block A Alley Closure

Section 77 Block A Alley Closure GIS

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING ALLEY RIGHT-OF-WAY LOCATED IN SECTION 77, BLOCK A, RECORDED IN VOL. 1843 PG. 285, 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. 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 SEC 77 BLK A
03.20.25

FIELD NOTES for a 0.24 acre portion of an alley, situated in Section 77, Block A, Recorded in Vol. 1843 Pg. 285, City of Lubbock, Lubbock County, Texas, and more particularly described as follows:

BEGINNING at the most westerly southwest corner of this tract which bears S. 88° 32' 33" E. a distance of 20.00 feet from a 5/8" iron rod found at the northeast corner of Block A, Lot 6 of North Loop Industrial Park recorded in Vol. 1843 Pg. 285.

THENCE N. 01° 33' 40" E. a distance of 19.96 feet to the northwest corner of this tract.

THENCE S. 88° 32' 19" E. a distance of 129.02 feet to a 5/8" iron rod found for the northeast corner of this tract.

THENCE S. 01° 31' 27" W. a distance of 426.64 feet to a 5/8" iron rod found in the north right-of-way line of East Lehigh Street at the start of a non-tangent curve to the right for the southeast corner of this tract.

THENCE along said curve and said north line having a radius of 421.05 feet a chord bearing of N. 70° 03' 54" W. a chord distance of 21.08 feet, and an arc length of 21.08 feet to a 5/8" iron rod found for the most southerly southwest corner of this tract.

THENCE N. 01° 31' 19" E. a distance of 389.95 feet to a 5/8" iron rod found for an angle corner of this tract.

THENCE N. 43° 21' 52" W. a distance of 14.17 feet to a 5/8" iron rod found for an angle corner of this tract.

THENCE N. 88° 32' 33" W. a distance of 99.02 feet to the POINT OF BEGINNING and containing 0.24 acres of land.

* * * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional
COUNTY OF COLLINGSWORTH : Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, 2023.

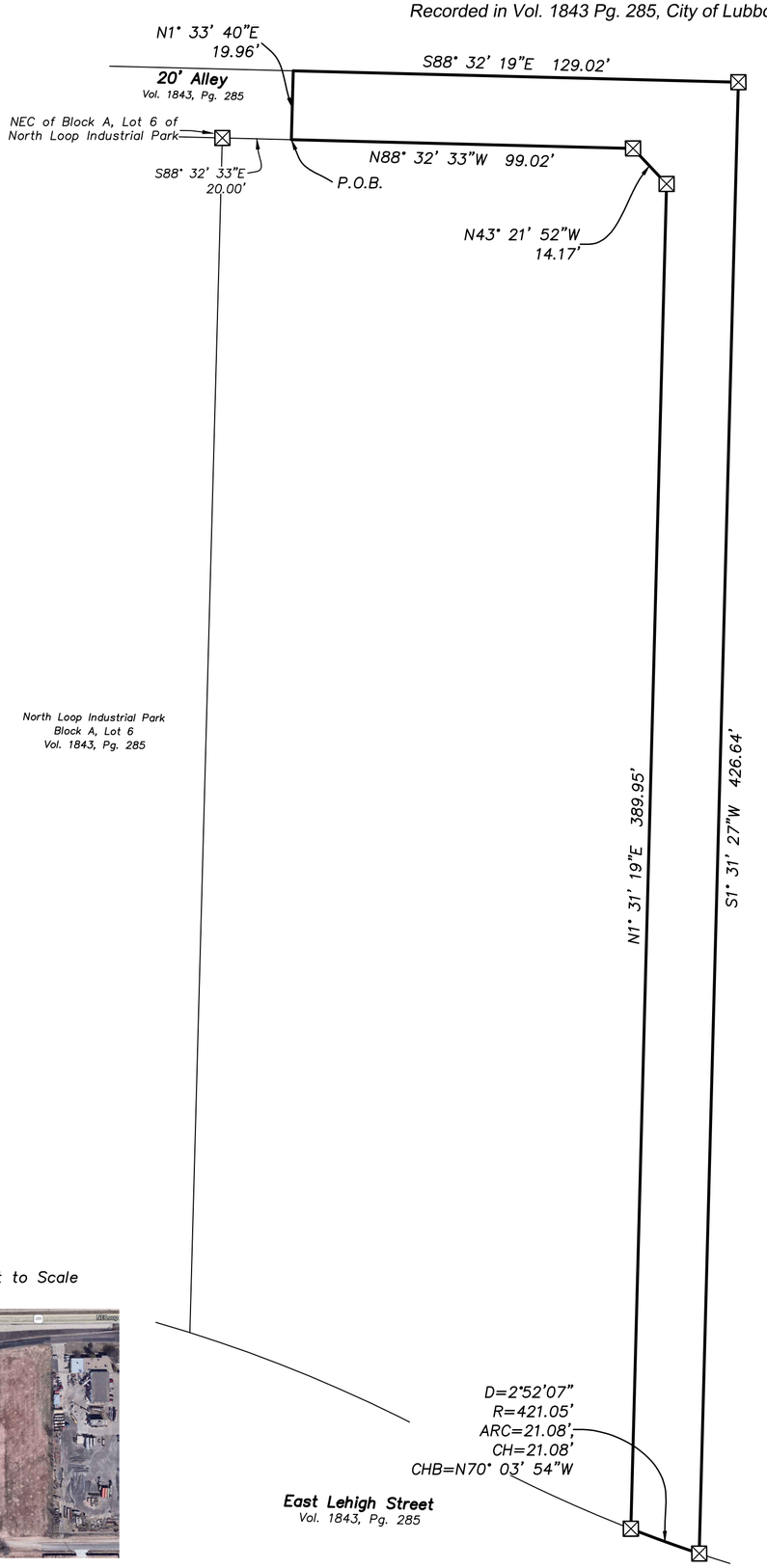


Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

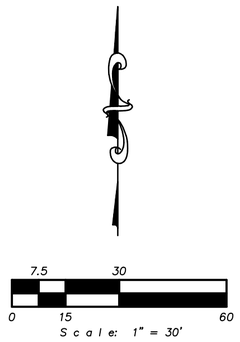
Alley Closure

Being 0.24 acre portion of an Alley, situated in Block A Section 77, Recorded in Vol. 1843 Pg. 285, City of Lubbock, Lubbock County, Texas



Vicinity Map Not to Scale





NOTE:
P.O.B. = POINT OF BEGINNING.

☒ = 5/8" iron rod found

Bearings based on U.S. State Plane of 1983 Texas North Central

Distances shown are ground distances.

Scale Factor: 1.000241042

APPROVED this the _____ Day of _____, 20____, by the PLANNING AND ZONING COMMISSION of the CITY OF LUBBOCK, TEXAS

APPROVED_____CHAIRMAN

ATTEST_____SECRETARY

PLAT NOTES:

1. Heavy lines indicate plat limits.
2. All streets, alleys, and easements within plat limits are herein dedicated unless otherwise noted.
3. No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.
4. All utility service shall be in accordance with the underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 37.01.037 of the Lubbock Code of Ordinances.
5. Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.
6. All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.
7. Any easement or rights-of-way shown as "to be dedicated by separate instrument" are shown on the plat for information purposes only. This plat does not dedicate said easements.
8. Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances.
9. Bearings cited herein are referenced to the Texas Coordinate System of 1983, (2011 Adjustment), North Central Zone 4202.
10. A field note description of even certification date herewith accompanies this plat.
11. No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining properties or rights-of-way). Record document other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.
12. Blanket underground utility, transformer pad and switching enclosure easement as required for electric service within the plat limits be granted to Lubbock Power & Light.
13. Plat contains 0.24 Acres.
14. Within Plat limits all Right-of-Way will be closed.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
that I, Richard E. Johnson, Registered
COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, A.D., 2023.

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL
LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

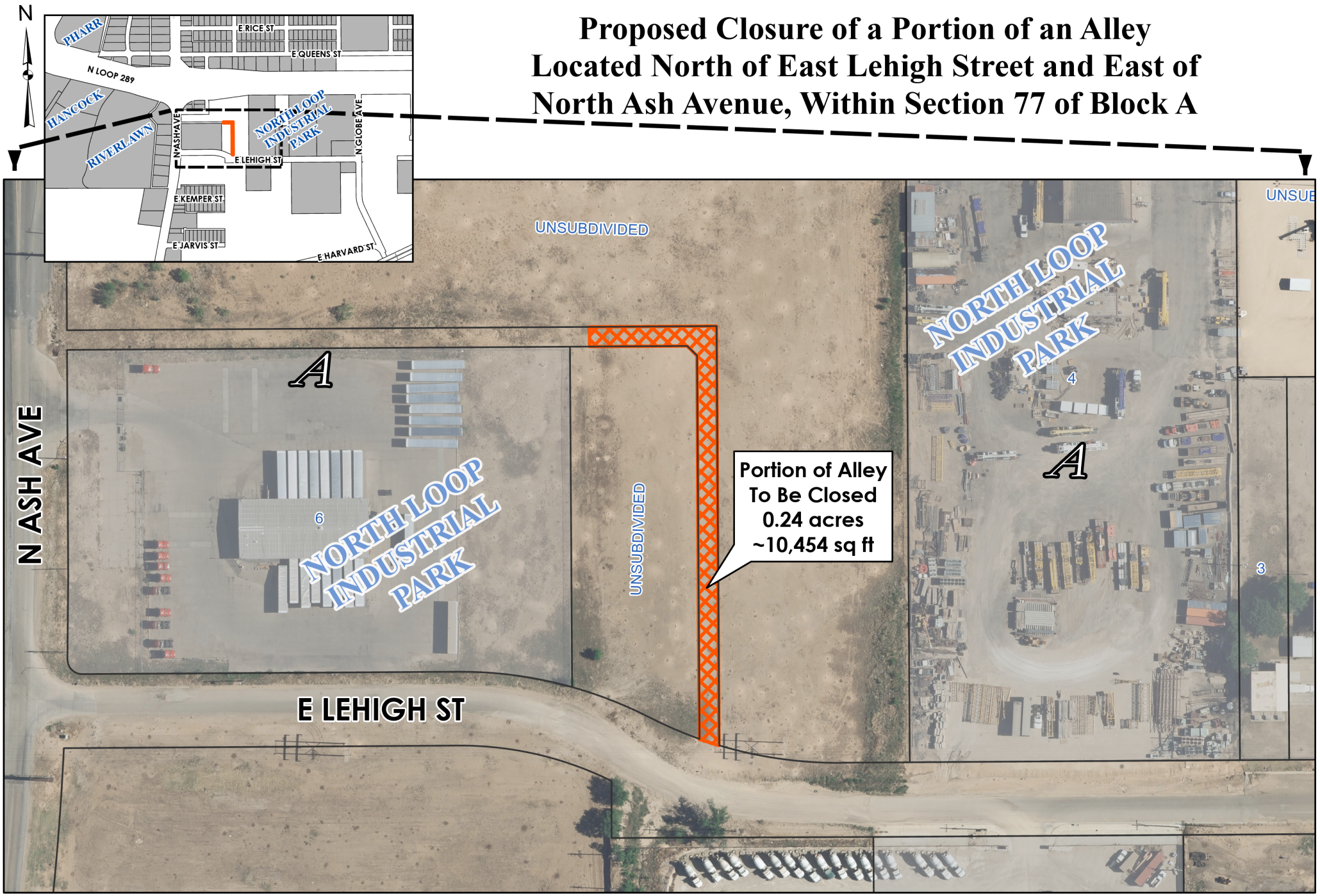
Alley Closure

SCALE: 1" = 30'	PROJECT #22-LS0044	DRAWN BY: TSM
DATE: 01/31/2023		CHECKED BY: REJ

OJD Engineering, LLC
Consulting Engineers & Surveyors
806-447-2503
P.O. Box 543
Wellington, Texas 79095
Firm No. 10090900

DRAWING NUMBER
1 of 1

Proposed Closure of a Portion of an Alley Located North of East Lehigh Street and East of North Ash Avenue, Within Section 77 of Block A



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

AI# 13354
Regular City Council Meeting 5. 5.
04/08/2025:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing portions of streets located in Section 77, Block A, recorded in Vol. 474, Pg. 183, City of Lubbock, Lubbock County, Texas, north of the North Loop Industrial Park, and south of Northeast Loop 289.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close East Marshall Street and North Birch Avenue, located north of the North Loop Industrial Park, south of Northeast Loop 289.

The total area of the easements being closed is 28,750 square feet. The proponent desires to close the alley due to a change in the development of this property. The infrastructure in the road has been abandoned and new infrastructure installed.

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

Fiscal Impact

$7,763 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Section 77, Block A - Ordinance
Section 77 Block A Road Closure Field notes
Section 77 Block A Road Closure

Section 77 Block A Road Closure GIS

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF STREETS LOCATED IN THE SECTION 77, BLOCK A, RECORDED IN VOL. 474 PG. 183, 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 public use; and it would be in the public interest to close, vacate and abandon the same for public use; NOW THEREFORE:

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Bailey Ratcliffe FOR

John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Ord. Abandon and Close – Streets Marshal-Birch
3.20.25

FIELD NOTES for a 0.66 acre portion of East Marshal Street and N. Birch Avenue, situated in Section 77, Block A, Recorded in Vol. 474 Pg. 183, City of Lubbock, Lubbock County, Texas, and more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the southeast corner Lot 22 of platted subdivision Carter Park addition recorded in Vol. 474 Pg. 183 for an ell corner of this tract.

THENCE N. 01° 22' 51" E. a distance of 118.93 feet to a Railroad spike found in the south right-of-way line of Northeast Loop 289 for an ell corner of this tract.

THENCE S. 88° 33' 50" E., along the said south line, a distance of 50.27 feet to a 1/2" iron rod found for the northeast corner of this tract.

THENCE S. 01° 25' 22" W. a distance of 178.89 feet to a 3/8" iron rod found for the southeast corner of this tract.

THENCE N. 88° 33' 37" W. a distance of 349.11 feet to a 1/2" iron rod with cap inscribed "OJD ENG" set in the east right-of-way line of North Ashe Avenue at the start of a non-tangent curve to the right for the southwest corner of this tract.

THENCE along said curve having a radius of 200.00 feet a chord bearing of N. 16° 25' 10" E. a chord distance of 62.20 feet, and an arc length of 62.45 feet to a 1/2" iron rod with cap inscribed "HRA" found for the most westerly northwest corner of this tract.

THENCE S. 88° 31' 58" E. a distance of 122.83 feet to a 3/8" iron rod found for an ell corner of this tract.

THENCE N. 01° 28' 31" E. a distance of 109.70 feet to a 3/8" iron rod found in the said south right-of-way line of Northeast Loop 289 at the start of a non-tangent curve to the right for the most northerly northwest corner of this tract.

THENCE along said curve having a radius of 200.00 feet a chord bearing of N. 77° 00′ 03″ E. a chord distance of 20.66 feet, and an arc length of 20.66 feet to a 1/2" iron rod with cap found for an ell corner of this tract.

THENCE S. 01° 28' 31" W. a distance of 114.86 feet to a 3/8″ iron rod found for an ell corner of this tract.

THENCE S. 88° 31' 58" E. a distance of 140.00 feet to the POINT OF BEGINNING and containing 0.66 acres of land.

* * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional
COUNTY OF COLLINGSWORTH : Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, 2023.

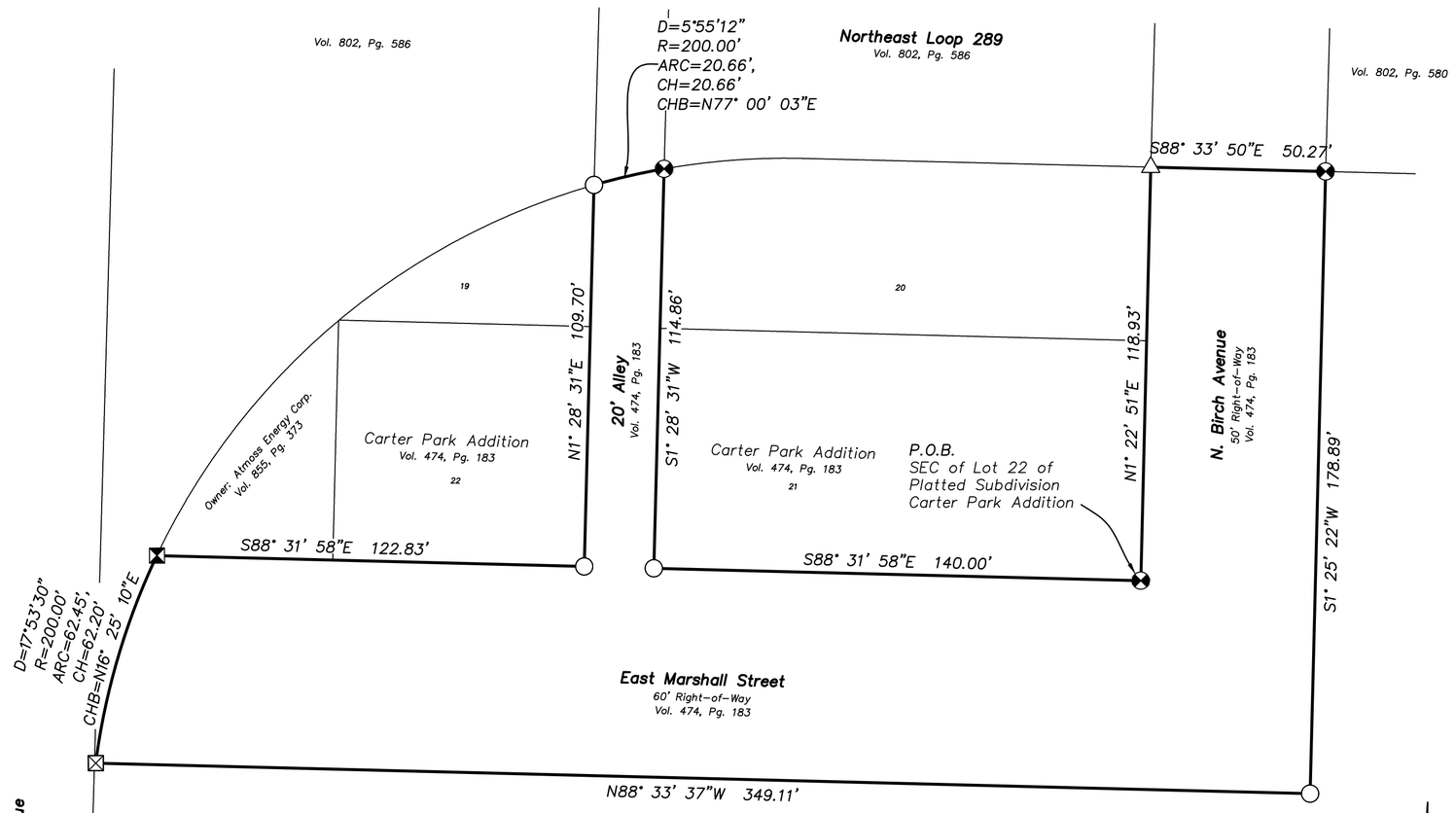
STATE OF TEXAS REGISTERED RICHARD E. JOHNSON 4263 PROFESSIONAL LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

OJD ENGINEERING, LLC * WELLINGTON, TX * FIRM NO. 10090900

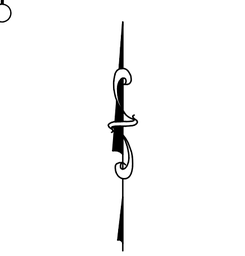
Road Closure

Being 0.66 acre portion of East Marshal Street and N. Birch Avenue, situated in Block A Section 77, Recorded in Vol. 474 Pg. 183, City of Lubbock, Lubbock County, Texas



PLAT NOTES:

1. *Heavy lines indicate plat limits.*
2. *All streets, alleys, and easements within plat limits are herein dedicated unless otherwise noted.*
3. *No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.*
4. *All utility service shall be in accordance with the underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 37.01.037 of the Lubbock Code of Ordinances.*
5. *Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.*
6. *All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.*
7. *Any easement or rights-of-way shown as "to be dedicated by separate instrument" are shown on the plat for information purposes only. This plat does not dedicate said easements.*
8. *Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Section 28.09.131, Section 28.14.004, and Section 30.03.073 of the Lubbock Code of Ordinances.*
9. *Bearings cited herein are referenced to the Texas Coordinate System of 1983, (2011 Adjustment), North Central Zone 4202.*
10. *A field note description of even certification date herewith accompanies this plat.*
11. *No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining properties or rights-of-way). Record document other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.*
12. *Blanket underground utility, transformer pad and switching enclosure easement as required for electric service within the plat limits be granted to Lubbock Power & Light.*
13. *Plat contains 0.66 Acres.*
14. *Within Plat limits all Right-of-Way will be closed.*



NOTE:
P.O.B. = POINT OF BEGINNING.

- ☒ = *1/2" iron rod with "OJD ENG" cap set*
- ◯ = *3/8" iron rod found*
- ⊗ = *1/2" iron rod found*
- ☒ = *1/2" iron rod found "HRA"*
- △ = *Railroad Spike Found*

Bearings based on U.S. State Plane of 1983 Texas North Central

Distances shown are ground distances.

Scale Factor: 1.000241042

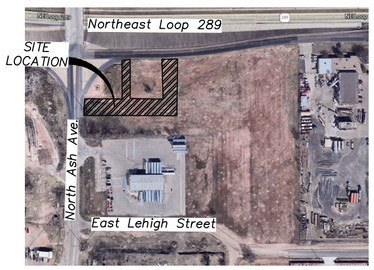
STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered
COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 17th day of May, A.D., 2023.

STATE OF TEXAS
REGISTERED
RICHARD E. JOHNSON
4263
PROFESSIONAL LAND SURVEYOR

Richard E. Johnson
Registered Professional
Land Surveyor #4263

Vicinity Map Not to Scale



APPROVED this the _____ Day of _____, 20____, by the PLANNING AND ZONING COMMISSION of the CITY OF LUBBOCK, TEXAS

APPROVED_____CHAIRMAN

ATTEST_____SECRETARY

Road Closure

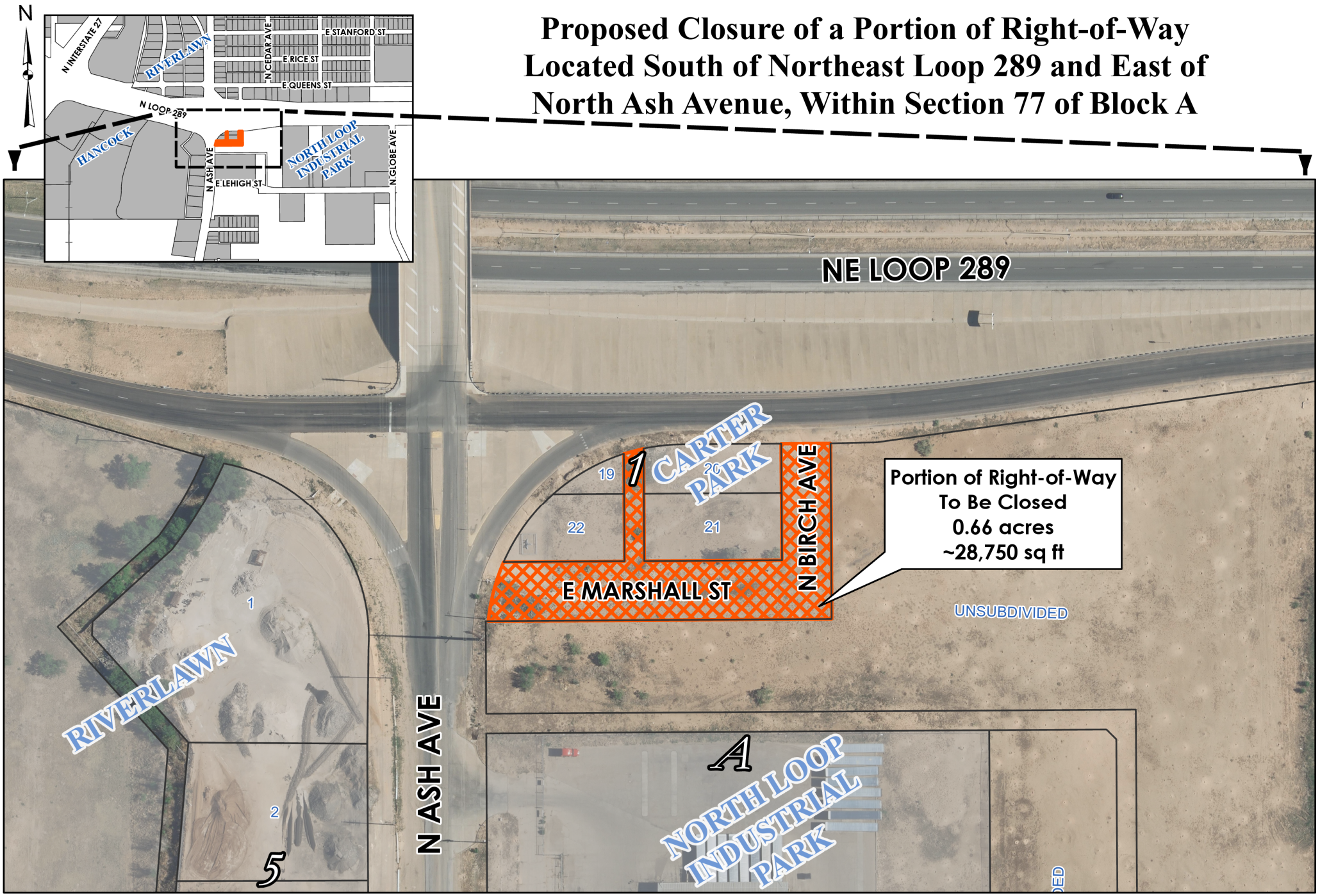
SCALE: 1" = 30'	PROJECT #22-LS0044	DRAWN BY: TSM
DATE: 01/31/2023		CHECKED BY: REJ

OJD Engineering, LLC
Consulting Engineers & Surveyors
Firm No. 10090900

806-447-2503
P.O. Box 543
Wellington, Texas 79095

DRAWING NUMBER
1 of 1

Proposed Closure of a Portion of Right-of-Way Located South of Northeast Loop 289 and East of North Ash Avenue, Within Section 77 of Block A



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

City of Lubbock TEXAS

Digital Orthophotography - May 2022

AI# 13337
Regular City Council Meeting **5. 6.**
04/08/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License, and all related documents, by and between the City of Lubbock and the Air Force Civil Engineer Center, for a groundwater monitoring well in the right-of-way of 21st Street, east of Research Boulevard.

Item Summary

The Air Force Civil Engineer Center (AFCEC) is requesting a Street Use License for the purpose of a groundwater monitoring well in the right-of-way of 21st Street east of Research Boulevard.

The term of the license is 5 years and will be automatically extended for a successive 5-year term, not to exceed 20 years, unless either party gives written notice of termination to the other party. Because the AFCEC is a government entity and provides public benefit to the City of Lubbock citizens, AFCEC is granted this license at no cost.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Resolution - 21st St and Research Blvd
Street Use License - 21st St and Research Blvd
GIS map - 21st St and Research Blvd

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License by and between the City of Lubbock and the Air Force Civil Engineer Center (AFCEC), and related documents. Said License is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Res. Street Use License - AFCEC
3.10.25

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2025, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and the **AIR FORCE CIVIL ENGINEER CENTER (AFCEC),** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of 21st Street for a monitoring well, and being further described as follows:

A portion of land located in Block D6, Section 6 AB 880 Tracts 8, 13, and 14, Ferguson ACS:6 Lubbock County, Texas;

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

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **2261 Hughes Avenue, Suite 155, JBSA Lackland, Texas 78236-9853**, or the last known address of LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of TEN DOLLARS AND 00/100 ($10.00) cash in advance either contemporaneously with, or prior to, the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year

term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

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

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

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

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

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

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

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

CITY OF LUBBOCK:

_____
MARK W. MCBRAYER, MAYOR

AFCEC:

By: Paul Carroll

Printed Name: Paul Carroll

Title: ENVIRONMENTAL COORDINATOR

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

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

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

THE STATE OF TEXAS §

COUNTY OF Lubbock §

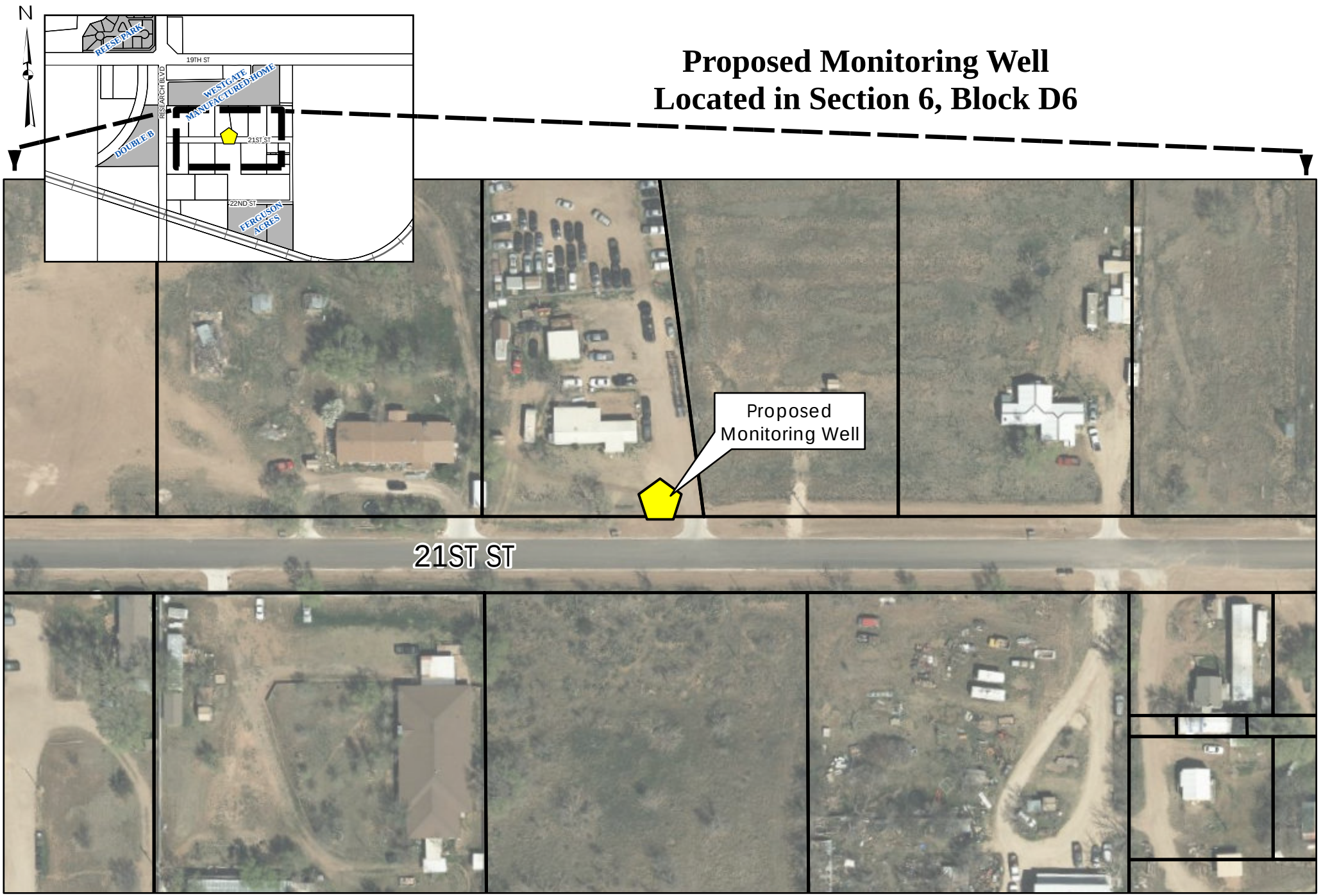
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Paul Carroll, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of March, 2025.

CECILIA ESTHER AVILA DAVILA
Notary Public, State of Texas
Comm. Expires 08-02-2025
Notary ID 13074603

Notary Public in and for the State of Texas
My Commission Expires: 8/2/25

Proposed Monitoring Well
Located in Section 6, Block D6



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

AI# 13338

Regular City Council Meeting **5. 7.**
04/08/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 24), on 82nd Street, east of Ash Avenue, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King Jr. Blvd., the following street dedication will allow for the construction of the arterial. G. Greenstreet, Inc., a Texas Corporation, is dedicating right-of-way on 82nd St. east of Ash Avenue, to the City of Lubbock.

The proponents will dedicate 3,782 square feet of land for street right-of-way purposes, for $78,799 and $33,501 for improvements located within the proposed acquisition area, plus closing costs. The increased cost to cure the land, is due to a larger impact on the property since we will be acquiring a large portion of the existing parking area. Also, the improvement costs include fixtures, concrete, lighting, etc.

Fiscal Impact

The cost of the land acquisition is $112,300, plus closing costs and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution - 82nd St. Parcel 24
P24 Deed Sign by LO
GIS Map 82nd St. Parcel 24
CIP 92825 - Budget Detail
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 one (1) street, public use, and right-of-way deed in connection with certain real properties located in Section 7, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 24), 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

Ccdocs://Res. Street and ROW Deed – Sec 7, Block E GC SF RR Parcel 24
3.18.25

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

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 24
112 East 82nd Steet, Lubbock, Texas 79404

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

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

THAT **G. Greenstreet, Inc., a Texas Corporation,** herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to **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 13th day of March, 2025

GRANTOR:
G. Greenstreet, Inc., a Texas Corporation

X _____
BY: Jimmy Henderson
Title: CEO

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF Lubbock

This instrument was acknowledged before me on the 13 day of March, 2025 by **Jimmy Henderson,** CEO (title) of **G. Greenstreet, Inc., a Texas Corporation,** on behalf of said corporation. 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.

KATIE BARTON
My Notary ID # 131459884
Expires January 25, 2027

_____
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 1-25-2027

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

EXHIBIT "A"

DESCRIPTION – PARCEL 24

Field notes describing a 0.09 acre Right-of-Way out of a called 1.69 acre tract of land located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING 0.09 acre tract of land out of a called 1.69 acre tract described as Lot 4, Winston Estates, an unrecorded subdivision, described in a Special Warranty Deed with Vendor's Lien to G. Greenstreet, INC., recorded as County Clerk File Number 2007050501, Official Public Records, Lubbock County, Texas, located in Section 7, 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 Point (N: 7,253,468.72', E: 952,809.13') for the northeast corner of this tract and being the same as the northeast corner of said Lot 4 and northwest corner of a 1.69 acre tract described as Tract 5, of said Winston Estates, in a Special Warranty Deed to Kershner Holdings, LLC., recorded as County Clerk File Number 2016017311, Official Public Records, Lubbock, Texas, on the south line of a 50 feet wide right-of-way for 82nd Street described in Volume 1498, Page 959, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northwest corner of said Section 7, bears North 01°55'47" East, 50.16 feet and North 88°05'16" West, 558.14 feet;

THENCE South 01°55'47" West, along the common east line of said Lot 4 and west line of said Tract 5, a distance of **29.73 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°06'20" West, a distance of **127.03 feet** to a 1/2 inch MAGnail with washer stamped "COBBFENDLEY BOUNDARY" (N: 7,253,443.20', E: 952,681.17') set in concrete for the southwest corner of this tract on the common west line of said Lot 4, and east line a called 1.69 acre tract described as Tract 3 in a Warranty Deed to Winston, Ronny, and Barry Brown, recorded in Volume 3717, Page 234, Official Public Records, Lubbock County, Texas;

THENCE North 01°55'47" East, along said common line, a distance of **29.81 feet** to a Point for the northwest corner of this tract and being the same as the northwest corner of said Lot 4 and northeast corner of said Tract 3, on the south right-of-way line of said 82nd Street;

THENCE South 88°04'13" East, along the common north line of said Lot 4 and south right-of-way line of said 82nd street, a distance of **127.03 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.09 acre (3,782 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 2024-05-07

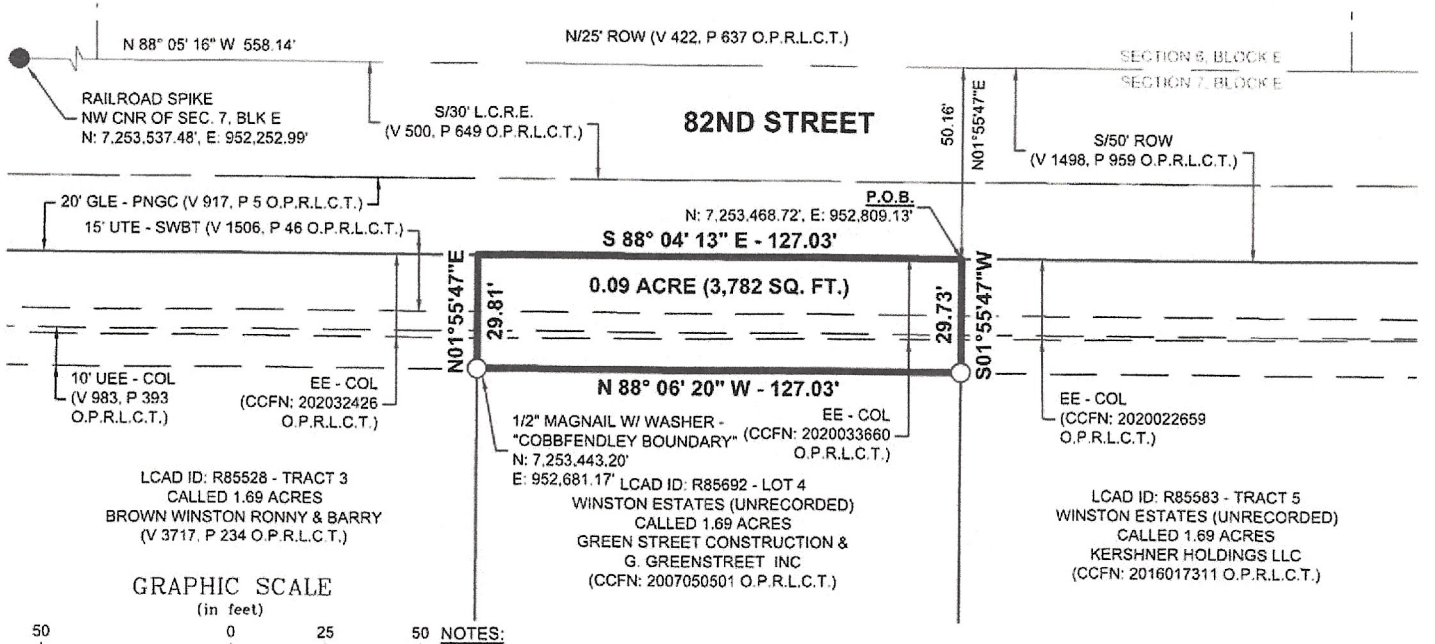


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



GRAPHIC SCALE
(in feet)
50 0 25 50
1 inch = 50 ft.

NOTES:

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.

2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.

3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

LEGEND
P.O.B. = POINT OF BEGINNING
I.R. = IRON ROD
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 (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
= EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
= RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NORTH

Jeffrey L. Fansler 2024-05-07

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

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

DATE: 04/29/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 24.dwg	

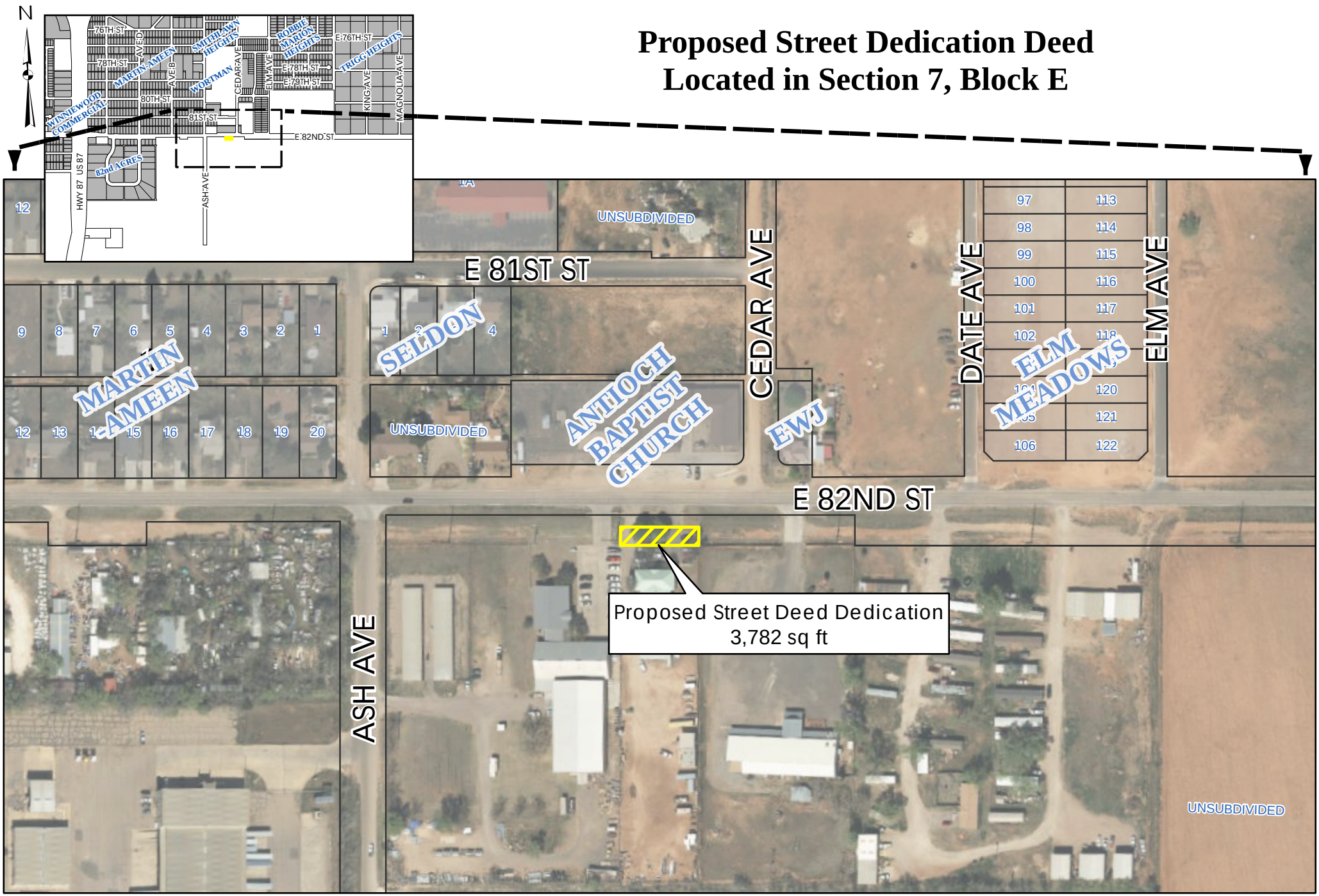
© copyright Cobb, Fendley & Associates, Inc.

PARCEL 24

A 0.09 ACRE (3,782 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 1.69 ACRE TRACT OF LAND LOCATED IN SECTION 7, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

Proposed Street Dedication Deed
Located in Section 7, Block E



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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
April 8th 2025

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

Encumbered/Expended	**Budget**
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
Parcel 19 Land Purchase	49,317
Parcel 20 Land Purchase	6,854
Parcel 22 Land Purchase	54,999
Legal Fees	718
Agenda Items, April 8th 2025	
Parcel 24 Land Purchase	112,300
Encumbered/Expended To Date	5,467,12
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	232,87
Remaining Appropriation	232,87
Total Appropriation	$ 5,700,00



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - Engineering

Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-land Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

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

Project Dates

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

Project Location

82nd St and Martin Luther King Boulevard

Project Appropriations

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

Project Funding

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

Operating Budget Impacts

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

AI# 13339

Regular City Council Meeting **5. 8.**
04/08/2025:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to accept, for and on behalf of the City of Lubbock, one (1) Street, Public Use, and Right-of-Way Deed, and all related documents, in connection with certain real property located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 25), on 82nd Street, east of Ash Avenue, to be utilized for the 2022 Street Bond Project.

Item Summary

With the widening of 82nd Street from I-27 to Martin Luther King Jr. Blvd., the following street dedication will allow for the construction of the arterial. Kershner Holdings, LLC, a Texas limited liability company, is dedicating right-of-way on 82nd Street, east of Ash Avenue, to the City of Lubbock.

The proponents will dedicate 7,412 square feet of land for street right-of-way purposes, for $26,362 and $10,136 for improvements located within the proposed acquisition area, plus closing costs. This property will not have a large impact on use and access. Improvements costs mostly consist of fence materials.

Fiscal Impact

The cost of the land acquisition is $36,498, plus closing costs, and is funded in Capital Improvements Project 92825, Street Bond 82nd and MLK – 22 B.

Staff/Board Recommending

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

Attachments

Resolution - 82nd St., Parcel 25

P25 Kershner Holdings LLC Executed Deed
GIS map - 82nd St., Parcel 25
CIP 92825 - Budget Detail
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 one (1) street, public use, and right-of-way deed in connection with certain real properties located in Section 7, Block E of the GC & SF R.R. Co. Survey, Lubbock County, Texas (Parcel 25), to be utilized for the 2022 Street Bond Project and all related documents. Said Deed is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

Cedocs://Res. Street and ROW Deed – Sec 7, Block E GC SF RR Parcel 25
3.24.25

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

82nd Street and MLK Jr. Boulevard, 2022 Street Bond Project
Parcel No. 25
302 E. 82nd Street, Lubbock, TX 79404
0.17 acres out of Section 7, Block E, GC & SF RR Survey

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 **KERSHNER HOLDINGS, 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".

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 11th day of MARCH, 2025

GRANTOR:

Kershner Holdings. LLC
a Texas Limited Liability Company

Charles Kershner
By: Charles Kershner, Managing Member



ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF LUBBOCK

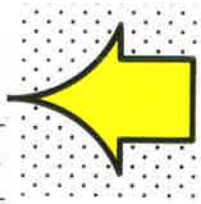
This instrument was acknowledged before me on the 11th day of MARCH, 2025 by Charles Kershner, Managing Member of Kershner Holdings, LLC a Texas Limited Liability Company on behalf of said company.

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.

Kaylie Seymour
NOTARY PUBLIC, STATE OF TX
My Commission Expires: 1/24/2027



KAYLIE SEYMOUR
Notary Public, State of Texas
Notary ID #13182973-4
My Commission Expires 01-24-2027

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

EXHIBIT "A"

DESCRIPTION – PARCEL 25

Field notes describing a 0.17 acre Right-of-Way out of a called 1.69 acre tract (Tract 5) and a called 1.69 acre tract (Tract 6) of land located in Section 7, Block E, of the GC & SF R.R. Co. Survey, Lubbock County, Texas.

BEING a 0.17 acre tract of land out of a called 1.69 acre tract described as Tract 5, Winston Estates, an unrecorded subdivision, and a called 1.69 acre tract described as Tract 6, of said Winston Estates in a Special Warranty Deed to Kershner Holdings, LLC., recorded as County Clerk File Number 2016017311, Official Public Records, Lubbock, Texas, located in Section 7, 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 Point (N: 7,253,468.72', E: 952,809.13') for the northwest corner of this tract and being the same as the northwest corner of said Tract 5 and northeast corner of a called 1.69 acre tract described as Lot 4, of said Winston Estates, in a Special Warranty Deed with Vendor's Lien to G. Greenstreet, INC., recorded as County Clerk File Number 2007050501, Official Public Records, Lubbock County, Texas, on the south line of a 50 feet wide right-of-way for 82nd Street described in Volume 1498, Page 959, Official Public Records, Lubbock County, Texas, from which a Railroad Spike (N: 7,253,537.48', E: 952,252.99') found for the northwest corner of said Section 7, bears North 01°55'47" East, 50.16 feet and North 88°05'16" West, 558.14 feet;

THENCE South 88°04'13" East, along the common north line of said Tract 5 and south line of said 82nd Street, at 127.00 feet pass the northeast corner of said Tract 5 and northwest corner of said Tract 6, and continuing along the common north line of said Tract 6 and south line of said 82nd Street, for a total distance of **253.93 feet** to a Point for the northeast corner of this tract and being the same as the northeast corner of said Tract 6 and northwest corner of a called 4.243 acre tract described in a Warranty Deed with Vendor's Lien to R&D Terrell Properties, LLC., recorded in County Clerk File Number 2010032659, Official Public Records, Lubbock County, Texas;

THENCE South 01°49'08" West, along the common east line of said Tract 6 and west line of said called 4.243 acre tract, a distance of **29.11 feet** to a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" (N: 7253431.07', E: 953,061.99') set for the southeast corner of this tract;

THENCE North 88°06'17" West, at 126.98 feet pass the common west line of said Tract 6 and east line of said Tract 5 and continuing for a total distance of **253.98 feet** to a Metal Fence Post found for the southwest corner of this tract on the common west line of said Tract 5 and east line of said Lot 4, from which a 5/8 inch iron rod with yellow cap stamped "Cobb Fendley Boundary" set for reference, bears North 21°21'16" East, 0.43 feet;

THENCE North 01°55'47" East, along said common line, a distance of **29.26 feet** to the POINT OF BEGINNING and containing within these calls a calculated area of 0.17 acre (7,412 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.

Revised: September 9, 2024.

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 2024-09-12

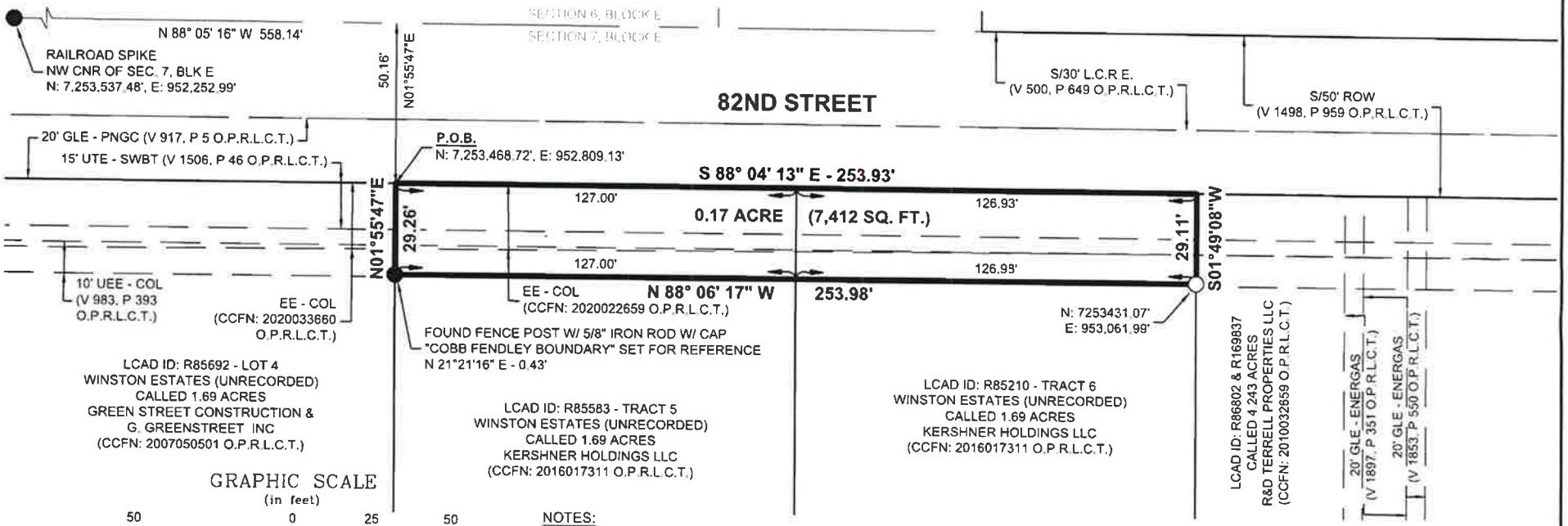


Jeffrey L. Fansler Date
Registered Professional Land Surveyor
Texas Registration No. 4348

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

7727 Quaker Avenue, Suite A,
Lubbock, Texas 79424

EXHIBIT "A"



GRAPHIC SCALE
(in feet)

50 0 25 50

1 inch = 50 ft.

NORTH

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 (5/8" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "COBB FENDLEY BOUNDARY")
= PROPERTY LINE
— — — — = EASEMENT LINE - AS DESCRIBED
= ADJOINING PROPERTY LINE
——— - ——— = RIGHT-OF-WAY / RIGHT-OF-WAY EASEMENT LINE

NOTES:

1. Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All coordinates shown hereon are Surface values displayed in US Survey Feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021. All distances shown hereon are Surface values displayed in US Survey feet and may be converted to Grid values by dividing those Surface values by a Surface Adjustment Factor of 1.00021.

2. This survey plat is accompanied by a written description which covers the identical parcel that is shown hereon, signed and sealed on even date herewith and is hereby made a part of this document.

3. This survey plat was prepared without the benefit of a title report. The surveyor did not research subject property title information. All easements of record may not be shown.

4. Revised: September 9, 2024

Jeffrey L. Fansler 2024-09-12

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

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

DATE: 09/09/2024	SCALE: 1" = 50'
DRAWN BY: PTT	CHECKED BY: JLF
SHEET NO. 3 of 3	JOB NUMBER: 2302-019-01
SHEET ID: 2302-019-01-PARCEL 25_REV1-240821.dwg	

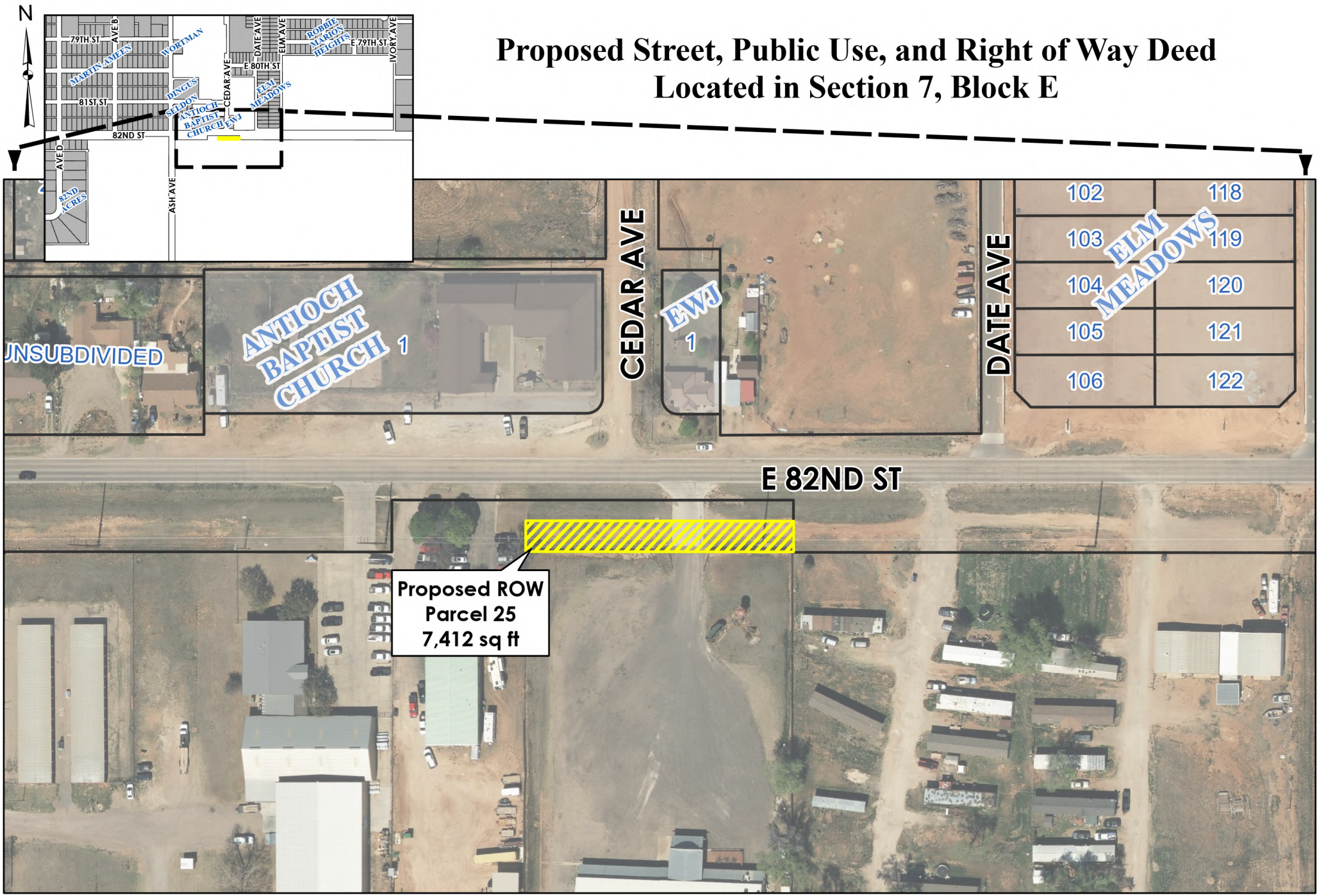
© copyright Cobb, Fendley & Associates, Inc

PARCEL 25

A 0.17 ACRE (7,412 Sq. Ft.) RIGHT-OF-WAY OUT OF A CALLED 1.69 ACRE TRACT (TRACT 5) AND A 1.69 ACRE TRACT (TRACT 6) OF LAND LOCATED IN SECTION 7, BLOCK E, OF THE GC & SF R.R. CO. SURVEY, LUBBOCK COUNTY, TEXAS.

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

Proposed Street, Public Use, and Right of Way Deed
Located in Section 7, Block E



0 100 200 300 400 500 Feet

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

City of Lubbock TEXAS

Digital Orthophotography - March 2024

City of Lubbock, TX
Capital Project
Project Cost Detail
April 8th 2025

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

Encumbered/Expended	**Budget**
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
Parcel 19 Land Purchase	49,317
Parcel 20 Land Purchase	6,854
Parcel 22 Land Purchase	54,999
Legal Fees	718
Parcel 24 Land Purchase	112,300
Agenda Items, April 8th 2025	
Parcel 25 Land Purchase	36,498
Encumbered/Expended To Date	5,503,62
Estimated Costs for Remaining Appropriation	
Purchase of Land and Roadway Construction	196,37
Remaining Appropriation	196,37
Total Appropriation	$ 5,700,00



CIP 92825 82nd Street and MLK Blvd- 22B

New Roadway Infrastructure

Project Manager: Bailey Rateliffe - Engineering

Project Scope

82nd Street from I-27 to MLK Blvd and MLK BLVD from 74th Street to 82nd Street are currently a two-lane paved road and are designated in the 2018 Thoroughfare Master Plan to become a seven-lane Principal Arterial and a five-land Principal Arterial (Modified). Continued growth in east Lubbock has increased traffic demands along the 82nd Street and MLK BLVD corridors. This thoroughfare will include the ultimate design of a seven-lane and five-lane undivided thoroughfares with curb and gutter, drainage, streetlights, sidewalk improvements, utility adjustment and right of way acquisition services.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

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

Project Dates

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

Project Location

82nd St and Martin Luther King Boulevard

Project Appropriations

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

Project Funding

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

Operating Budget Impacts

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

AI# 13341

Regular City Council Meeting **5. 9.**

04/08/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement Contract 17258, and related documents, with Halff Associates, Inc., for engineering services for watershed boundary and drainage studies.

Item Summary

The City of Lubbock utilizes our Master Drainage Plan (MDP) and drainage studies to help address development and drainage problems within the City. With the ongoing development, annexations, future development, and existing drainage problems, updated drainage studies are warranted.

Updating drainage studies allow the City of Lubbock Engineering Department to identify areas of concern that could be addressed with Drainage Capital Improvement Projects, or areas that may have to be mitigated as development occurs. These updated studies will identify issues that are occurring now or that might present issues in the future. Potential projects will be determined, prioritized, and studied for feasibility. Proactive solutions will be developed to provide an effective and efficient storm water management system.

On October 24, 2023, the City Council awarded Professional Services Agreement Contract 17258 to Halff Associates, Inc., for $505,000, to provide engineering services for watershed boundary and drainage studies, with a contract time of 18 months.

Amendment 1 to Contract 17258 would incorporate 3 new areas into the study. These 3 areas were chosen due to their potential for future development, so that better drainage data would be available for the public. Amendment 1 is for an additional $300,000 and 12 months.

Fiscal Impact

Amendment No. 1 to Contract 17258, with Halff Associates, Inc., for $300,000, is funded in Capital Improvement Project 8676, Water Boundary and Drainage Studies.

Staff/Board Recommending

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

---

Attachments

Resolution
Amendment 1 to Contract 17258
Contract 17258
Location Exhibit
CIP 8676 - Budget Detail
CIP 8676 - 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, Amendment No. 1 to the professional services agreement Contract No. 17258 for watershed boundary and drainage studies by and between the City of Lubbock and Halff Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Amend #1 171258 Halff watershed and drainage studies
3.21.25

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Halff Associates, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT dated and entered into on the 24th day of October, 2023, Contract No. 17258, by and between the City of Lubbock ("City") and Halff Associates, Inc. ("Engineer"), collectively (the "Parties").

Engineer is providing professional services for Watershed Boundary and Drainage Studies (the "Activities").

The Parties now agree to expand the scope of services to be performed by the Engineer as part of the Activities.

NOW THEREFORE, the Parties enter into this amendment and agree as follows:

The Parties agree to enlarge the scope of services of this Agreement to include certain project management and playa lake studies for the Activities, the details of which are set forth in "Exhibit A", attached hereto and incorporated herein. For the additional services herein, the City shall pay the Engineer in an amount not to exceed three hundred thousand and NO/100 ($300,000.00), as set forth in "Exhibit B", attached hereto and incorporated herein. Further, the term of the Agreement shall be extended an additional twelve (12) months to complete the services set forth in "Exhibit A".

All other terms of the agreement remain the same and are not altered herein.

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

CITY OF LUBBOCK

_____
MARK W. MCBRAYER, MAYOR

Halff Associates, Inc.

_____
David Smith, P.E.
Operations Manager

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

halff

City of Lubbock
Steven Nelson, PE, CFM
1314 Avenue K
Lubbock, TX 79401

Exhibit A
WATERSHED BOUNDARY AND DRAINAGE STUDIES
TASK ORDER #2
HALFF ASSOCIATES, INC.
March 20, 2025

Objective:

In support of the City of Lubbock's previously completed Stormwater Master Plan and current Watershed Boundary and Drainage Studies, the City has identified short- and long-terms goals for their Stormwater Program to inform the City Improvement Project (CIP) planning. Halff has been retained by the City to support their Stormwater modeling, planning and visioning in an ad-hoc services contract. This Task Order will consist of the following tasks:

Project Management

Halff will prepare and monitor schedule of work activities which includes, performing internal project control procedures monthly including schedule and budget control, quality control review, and monthly progress reports.

A project kick off meeting will be held with all team members at the beginning of the project followed by monthly coordination calls throughout the duration of the project to discuss status, deadlines, deliverables and coordination items. A total of 13 meetings are included for Project Management. These meetings will include both virtual and in-person meetings with up to 5 in person meetings (Kick-off, Quarterly Meetings).

Halff will meet biweekly with internal production staff to maintain scope and schedule for timely completion of the studies and coordination with the City. Additionally, Halff will coordinate internal independent quality control and assurance reviews of all deliverables prior to submitting to the City. These reviews will be documented in QAQC checklists with comment resolution.

Master Drainage Plan Playa Studies

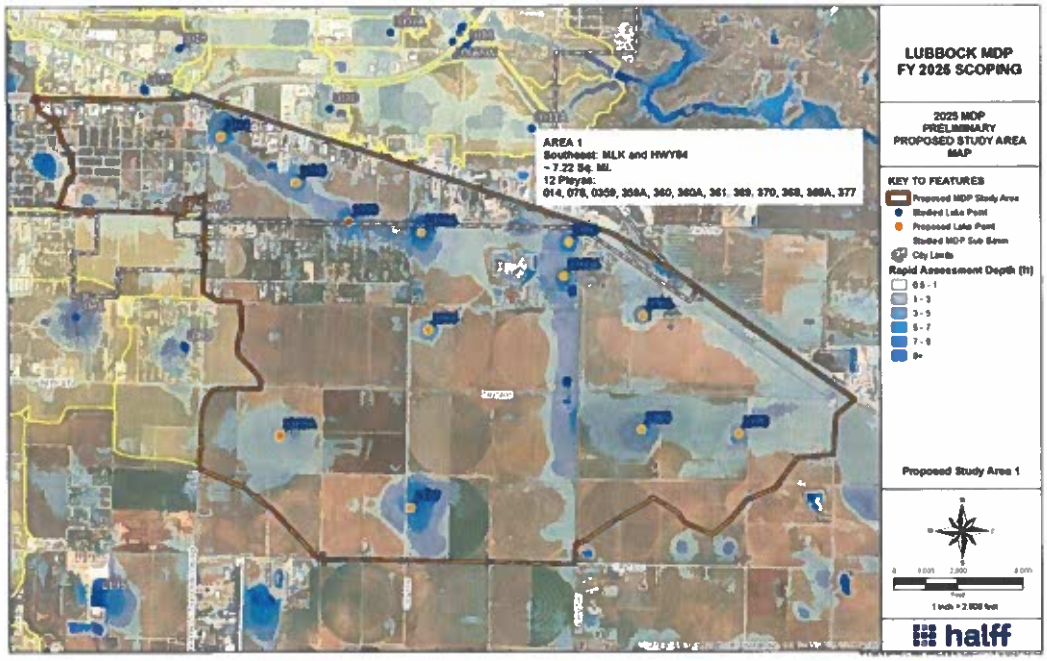
Overview

The City has identified three critical areas to develop MDP playa studies and overflow mapping: Southeast Martin Luther King Boulevard and Highway 84, E Woodrow Road, and Northeast Airport – Business Park. These areas will provide the City key information for playa lake elevations during flood events and the expected overflow inundation area when the playa exceeds its capacity. Each area is discussed further below.

To establish flood extents and overflow mapping inundation, Halff will conduct hydrologic and hydraulic modeling using StormWise software. The playa basins will be modeled based on future fully developed conditions based on City planned land use and typical development patterns. The objectives of modeling will be to identify expected stormwater runoff volumes, peak playa elevations, and overflow inundation mapping. Halff will compile the datasets used to develop the MDP models for each study area into a standardized GIS database for integration into the existing GIS database and use by City staff. Halff will prepare a summary MDP report for each playa basin documenting the assumptions, model parameters, and results. No thoroughfare analysis or LOMR is included as part of this scope of work.

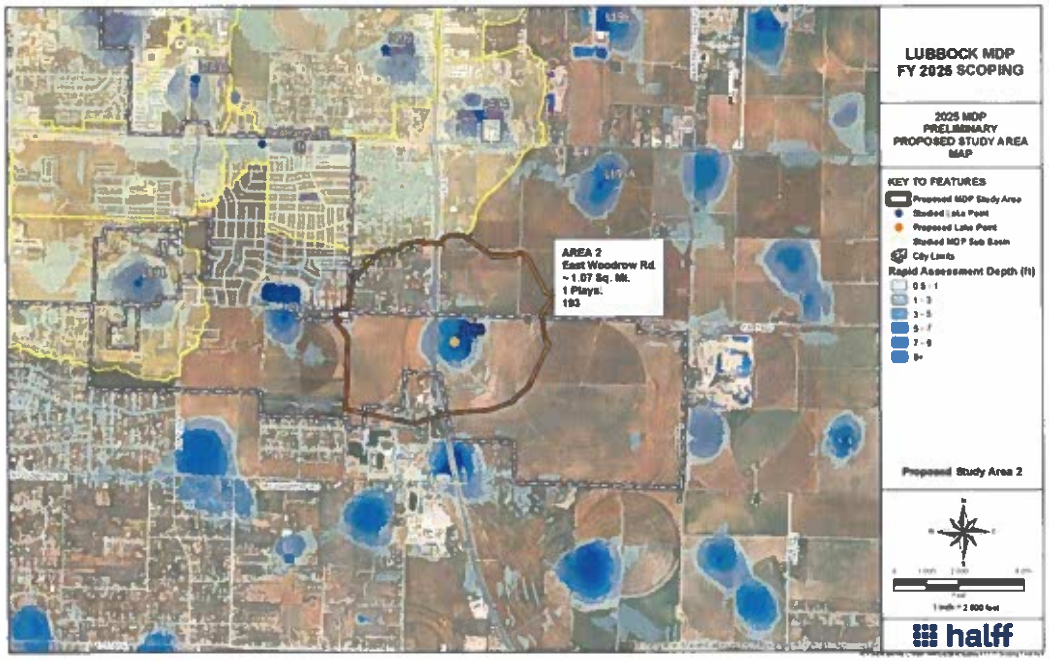
System F – Southeast Martin Luther King Boulevard and Highway 84

The area between Southeast Martin Luther King Boulevard and Highway 84, located south of Highway 84 and north County Roud 7300, experiences significant flooding due to lack of conveyance across Highway 84. This study area will consist of 12 playas including Lakes No. 14, 78, 359, 359A, 360, 360A, 361, 368, 368A, 369, 370, and 377.



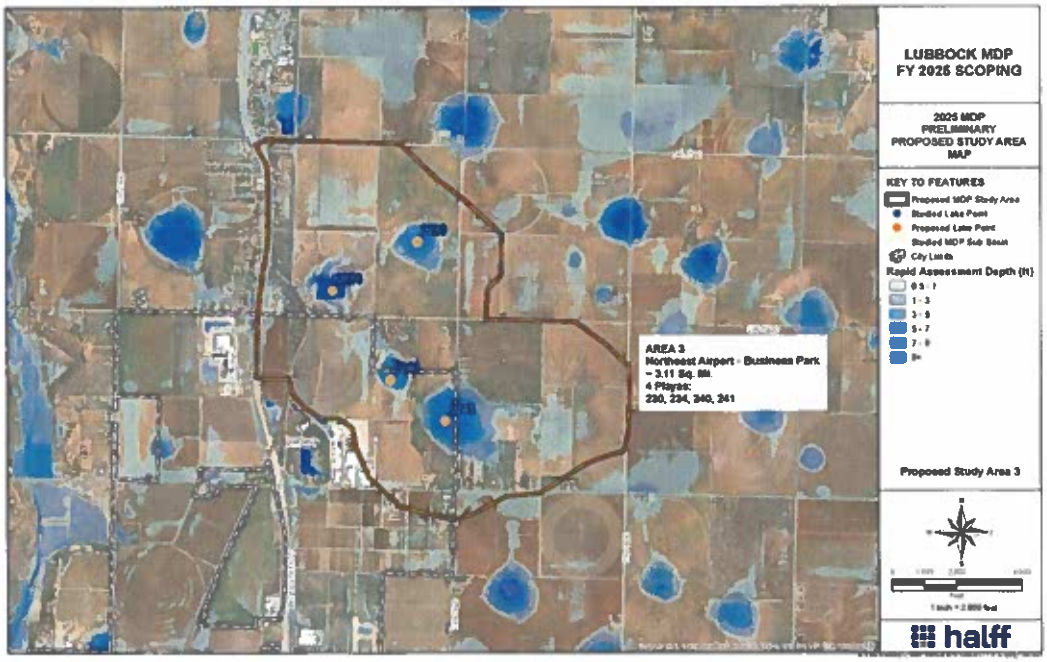
System K – E Woodrow Road

Development interest is occurring east of Interstate 27 and north of Woodrow Road, potentially impacting playa lake No. 193.



System M – Northeast Airport Business Park

Future growth and annexation is anticipated in the Northeast portion of the City near the Northeast Airport – Business Park. This growth will potentially impact playa lakes No. 230, 234, 240, and 241.



Support for GIS Services

Halff will offer Geographic Information System (GIS) services supporting the City's needs as determined to by City staff. Tasks are not limited to, but could include services such as:

- Support the development of framework for hosting and distribution of the Master Drainage Plan studies and spatial data internally for the City's GIS Services.
- Support the City's distribution of the completed Master Drainage Plan studies for external users. Coordinate with and provide support services to the City's GIS Services to evaluate options for making the data externally facing and available. This could include coordination of data access needs (Viewable versus Downloadable) and capabilities of current license level.
- Conduct an analysis of the City's current GIS datasets and provide strategic advice and technical support for the expansion of these datasets to enhance the City's asset management program and field data collection operations.
- Provide training for internal City department staff. Training materials will be developed and catered to the needs of the respective departments.

Halff will support the City's GIS needs with effort not to exceed the GIS Services fee.

Additional Services

Additional services may be requested by the City on a task order basis. Halff will develop a separate scope of services and fee schedule for each additional service and obtain approval from the City prior to initiating work on the additional services. Such task orders shall be bound by and interpreted by the terms of this Agreement.

halff

Exhibit B

Schedule

Task Order 1 will be complete six months from the current completion date of April 24, 2025, to be completed by October 24, 2025.

Task Order 2 will be complete within 12 months of contract execution.

Compensation

Halff will complete the aforementioned scope of services for the fee provided below and in accordance with the Professional Services Contract.

Task 2 Fee			
	Task	**Fee**	
1	**Project Management**	**$**	**30,000**
2	**Master Drainage Plan Playa Studies**	**$**	**246,000**
	SE MLK and HWY84 (12 Playas)	$	173,000
	E Woodrow Rd (1 Playa)	$	15,000
	Northeast Airport Business Park (4 Playas)	$	58,000
3	**GIS Services**	**$**	**24,000**
	Total:	**$**	**300,000**

Resolution No. 2023-R0521
Item No. 5.15
October 24, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement Contract No. 17258 for professional services for watershed boundary and drainage studies, by and between the City of Lubbock and Halff 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 October 24, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.PSA-No. 17258 – Halff Assoc., Inc. watershed and drainage
10.09.23

Resolution No. 2023-R0521

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 17258 is entered into this 24th day of October, 2023, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Halff Associates, Inc. (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for Watershed Boundary and Drainage Studies, (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 $505,000 as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. ACKNOWLEDGEMENTS

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 applicable 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 acknowledges 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 applicable law, statute, rule, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. The Engineer shall be solely responsible for requiring 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 liability or loss caused to City or to which City is exposed on account of the Engineer's negligence 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 applicable 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:

Per Claim/Annual Aggregate: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

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

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:

Halff Associates, Inc.
Erika Nordstrom, P.E., CFM
13620 Briarwick Dr., Bld. C, Suite 100
Austin, Texas 78729
Telephone: 512-777-4613
Email: ENordstrom@halff.com

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

Tommy Harms, P.E.
City of Lubbock
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-2344
Email: tharms@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

I. Entire Agreement. This Agreement, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and the Engineer, and there are no other written or oral promises, conditions, acknowledgements, 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. All final 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, Engineer 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 Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer 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. Engineer 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 Engineer is a company with 10 or more full-time employees and if this Agreement has a value of at least $100,000 or more, Engineer 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 engineer or vendor agrees that the contract can be terminated if the engineer 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, Engineer agrees to: (1) preserve all contracting information related to the contract as provided by the records retention

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Firm: Halff Associates, Inc.

By: _____
David Smith, P.E.
Operations Manager
Email: DSmith@halff.com

halff

City of Lubbock

Tommy Harms, PE
1314 Avenue K
Lubbock, TX 79401

Exhibit A
WATERSHED BOUNDARY AND DRAINAGE STUDIES
TASK ORDER #1
HALFF ASSOCIATES, INC.
October 5, 2023

Objective:

In support of the City of Lubbock's previously completed Stormwater Master Plan and current Watershed Boundary and Drainage Studies, the City has identified short- and long-terms goals for their Stormwater Program to inform the City Improvement Project (CIP) planning. Halff has been retained by the City to support their Stormwater modeling, planning and visioning in an ad-hoc services contract. This Task Order will consist of the following tasks:

Project Management

Halff will prepare and monitor schedule of work activities which includes, performing internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

A project kick off meeting will be held with all team members at the beginning of the project followed by monthly coordination calls throughout the duration of the project to discuss status, deadlines, deliverables and coordination items. A total of 13 meetings is included for Project Management. These meetings will include both virtual and in-person meetings with up to 5 in person meetings (Kick-off, Quarterly Meetings).

Halff will meet biweekly with internal production staff to maintain scope and schedule for timely completion of the studies and coordination with the City. Additionally, Halff will coordinate internal independent quality control and assurance reviews of all deliverables prior to submitting to the City. These reviews will be documented in QAQC checklists with comment resolution.

MDP Rollout and Training

Support for GIS Services

To support the hosting and distribution of the Master Drainage Plan studies and spatial data, Halff will provide support services to the City's GIS Services. This will include internal capabilities for hosting the data from initial setup to an initiation of a web map interface. Ongoing updates will be supported as new studies are completed and made available.

Additionally, Halff will coordinate with and provide support services to the City's GIS Services to evaluate options for making the data externally facing and available. This will include coordination of data access needs (Viewable versus Downloadable) and capabilities of current license level.

Internal City Staff Training

To support the distribution, understanding and application of the previously completed Master Drainage Plan studies and spatial data, Halff will provide training via lunch and learns for internal City department staff to include Development Services, Parks and Recreation, Planning, Transportation Planning, Public Works and GIS Services. Training materials will be developed and catered to the needs of the respective departments. Halff will provide up to three (3) one-hour in person lunch and learn sessions.

Support of External Rollout

To support the City's distribution of the previously completed Master Drainage Plan studies, Halff will conduct a stakeholder survey of local consultants on their needs, use and application of the data. This feedback will facilitate further discussion and direction for the City to develop a short term and long-term data rollout plan.

Capital Improvement Planning

Consolidate, Review and Assess Existing Projects

Halff will consolidate and review projects lists known to Halff and provided by the City of all stormwater-related projects. This shall include but not be limited to the following project lists: Stormwater Management Program, CCTV, Plumber Park Retrofits, CIP, and Regional Flood Planning.

The City shall provide any additional City projects underway by other departments that may be reviewed holistically with the stormwater – specific projects for review of potential integrated solutions.

2D Flood Assessment

Halff shall develop a 2D rapid assessment model for the City and ETJ to identify flooding hots and ponding locations within the playa system. The 2D rapid assessment will be developed in HEC-RAS, Version 6.4.1 for 24-hour duration, 2-, 10-, 25-, and 100-year ACEs. The following assumption will be made:

1) Existing conditions land use assumptions from inspection of aerial photography and impervious area delineations provided by the City.
2) Infiltration parameters will be defined using curve number loss methodology.
3) Best available LiDAR topographic information provided by the City will be used to create a ground surface mesh. Initial conditions for playas will be based on the elevations represented by the LiDAR.
4) Additional breaklines will be included in the model to establish greater definition of overland flow patterns, as appropriate. Storm drain conveyance system will not be included in the rapid assessment model.
5) Manning's n values for hydraulic roughness will be based on existing GIS land use datasets.
6) Rainfall will be defined using NOAA Atlas 14, in alignment with the City's Drainage Criteria Manual.
7) Delineate areas of flooding hot spots and ponding locations during each storm event.

8) Validate results to available flood risk mapping, including the previously completed rapid assessment, Fathom cursory floodplains, and base level engineering.

Hot Spot Analysis

Halff will review results of the 2D rapid assessment to identify areas of significant ponding and flow conveyance. These areas will be reviewed against 911 Database of flood complaints provided by the City and other known flood issues as provided by City Staff. These areas will be overlaid with the consolidated projects to correlate identified flood risk areas with already identified project areas. The resulting analysis will provide an updated lists of drainage issues throughout the City that will be prioritized for CIP planning. A maximum of 30 hot spot areas will be reviewed.

Project Prioritization Criteria and City Collaboration

Halff will meet with the City to establish criteria for CIP project prioritization. This will include but not be limited to:

1. Public Safety
2. Public Opinion
3. Correlation to Other City Projects
4. Cost and Available Funding

Halff will provide up to two (2) workshop sessions with key City staff to review and prioritize projects. A final CIP project list will be developed with priority and conceptual level project costs. Halff will identify these projects into categories for Maintenance, and Small, Medium and Large Construction projects.

Halff will work with key City staff to identify alignment with ongoing and future City projects and review potential funding opportunities. This may include stormwater utility fees, public-private-partnership, and state funding as well as other funding sources identified and discussed with City staff.

Report Documentation

Halff will prepare a Stormwater CIP Summary Report that includes identified problem area descriptions, preliminary evaluation methodology and results, CIP ranking procedures and results, problem areas selected for detailed study, proposed CIP alternatives, exhibits and opinions of probable construction cost based on current regional unit costs. Halff will, in coordination with City staff, identify priority of future feasibility studies and MDP playas studies informed by the results of the rapid assessment, hot spot analysis, prioritization and funding review.

Master Drainage Plan Playa Studies

System E Update

Halff will perform a hydrologic and hydraulic modeling on Subbasin E122A which is considered as the study area for the System E Update. The study will be performed using ICPR software, which is capable of 1D and 2D modeling analysis. The playa basins will be modeled based on assumed future fully developed conditions determined by the City planned land use and typical development patterns. The objectives of modeling will be to redefine the overland flow from anticipated overflows from Clapp Park traveling east of Interstate 27. Modeling will incorporate overland and subsurface conveyance to identify the overflow inundation traveling southeast to Yellow House Canyon.

The City will provide Halff with any approved Drainage Analysis Reports and hydrologic and/or hydraulic analysis computer models within the study area. The City will provide Halff with record drawings and other existing information relating to storm drain locations and depths within the study area.

Hydrology and Hydraulics Analysis

The fully developed conditions analysis will analyze the hydrologic and hydraulic conditions for Subbasin E122A to evaluate the overflow path and discharge from Subbasin E122A. Halff will leverage the Clapp Park Study provided by the City to establish an upstream inflow hydrograph. The upstream model and additional supporting data will be reviewed and evaluated by Halff. Coordination with the City will occur prior to any updates to the Clapp Park Study. Any updates made to the Clapp Park model, if deemed necessary, will be an additional service. Halff will evaluate overland flow and subsurface storm water conveyance. Storm drain system within the study area will be modeled with the most up-to-date data. Overland flow will be modeled using the best available LiDAR topographic information provided by the City most recent with representative cross sections of the overflow inundation. Based on the Study results, Halff will update the overflow discharge from E122A to the downstream playa (L005) and evaluate the impact to the downstream system. Halff will leverage previous models developed as part of the City MDP studies to evaluate the change to the downstream playa system in System E.

Floodplain Mapping

Mapping shall follow standard mapping procedures utilized in the City's MDP study updates. Overflow inundation results will be mapped on best available LiDAR data showing the 100-year and 500-year FFP floodplain extents. Halff will evaluate the impact to the downstream playa (L005) and downstream conveyance system mapping and revise mapping to account for the revised inflows.

LOMR

Halff will prepare the LOMR application documentation and coordinate with City staff for approval and signature prior to submittal. Halff will coordinate and participate in two (2) iterations with FEMA during the review process. The City will be responsible for the required FEMA review fee upon submittal to FEMA.

System F – L196

Development interest is occurring east of Interstate 27 and south of 82nd Street, potentially impacting playa lakes No. 81, 196, and 195A. Playa lake No. 81 has previously been studied through the completed Master Drainage Plan, however, playa lakes No. 196 and 195A have not been studied. These two lakes are independent of each other and may be studied separately. This scope of work is specifically for the analysis of playa lake No. 196.

To establish flood extents and thoroughfare capacity analysis for playa lake No. 196, Halff will conduct hydrologic and hydraulic modeling using ICPR software. The playa basins will be modeled based on future fully developed conditions based on City planned land use and typical development patterns. The objectives of modeling will be to identify expected stormwater runoff volumes, impacts of runoff to the major thoroughfare crossings and thoroughfare capacity analysis. Halff will compile the datasets used to develop the MDP models into a standardized GIS database for integration into the existing GIS database and use by City staff. Additionally, the results of the hydraulic modeling will be used to develop inundation areas and expected flow paths of the stormwater runoff. Halff will prepare a summary MDP report for each playa basin documenting the assumptions, model parameters, and results. No LOMR is included as part of this scope of work.

halff

4th and Wood – Near Leprino Site

Playa lakes No. 72, 73, 74, and 321 have been previously studio by Hugo Reed and Associates in support of the development of the Leprino Site. This existing study completed future fully developed analysis based on future land use assumptions but did not complete thoroughfare capacity analysis. Halff will leverage the existing study and update hydrology for playa lakes No. 72, 73, 74, and 321 for future fully developed impervious cover based on site plans and analyze the thoroughfare capacity for 4th Street and Wood Avenue. Halff will prepare a summary MDP report for each playa basin documenting the assumptions, model parameters, and results and the MDP spatial data for incorporation into the final MDP geodatabase. No LOMR is included as part of this scope of work.

Feasibility Studies of Existing Flood Risk Areas

Dunbar Lake

Dunbar Lake is currently experiencing undercutting of the sidewalk on the east side of Canyon Lakes Drive. To assess the condition and feasible solution, Halff will acquire and review any available modeling data, as-built plans, and survey from the City which may be used to establish current flow conditions. Additionally, Halff will leverage the results of the Rapid Assessment completed as part of this scope of work, to validate existing model results. Field measurements and photos will be obtained to assess the undercutting extents. Halff will determine the amount and extent of overflow and develop one (1) conceptual level alternative to repair the undercutting.

If seepage is identified during field visits, City staff shall be notified before proceeding further with the study. No survey or geotechnical analysis is included as part of this scope of work and will be Additional Services.

Deliverables will include a technical memo and exhibit documenting the proposed improvements. No design plans are included as part of this scope of work.

halff

Exhibit B

Compensation

Halff will complete the aforementioned scope of services for the fee provided below and in accordance with the Professional Services Contract.

	Task		Fee
1	**Project Management**	$	**47,000**
2	**MDP Rollout and Training**	$	**40,000**
3	**Capital Improvement Planning**	$	**225,000**
4	**Master Drainage Plan Playa Studies**	$	**150,000**
	System E Update	$	75,000
	System F - Playa Lake No. 196	$	25,000
	4th and Wood - Leprino Site	$	50,000
5	**Feasibility Studies**	$	**43,000**
	Dunbar Lake	$	43,000
	Total:	$	**505,000**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1080289

Date Filed:
10/05/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 23-17258-KM
Watershed Boundary and Drainage Studies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Delgado, Jose	McAllen, TX United States	X	
Edwards, Mark	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Hollis, Leigh	Frisco, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
French, Sherri	Tampa, FL United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1080289

Date Filed:
10/05/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 23-17258-KM
Watershed Boundary and Drainage Studies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David Smith, and my date of birth is [redacted].

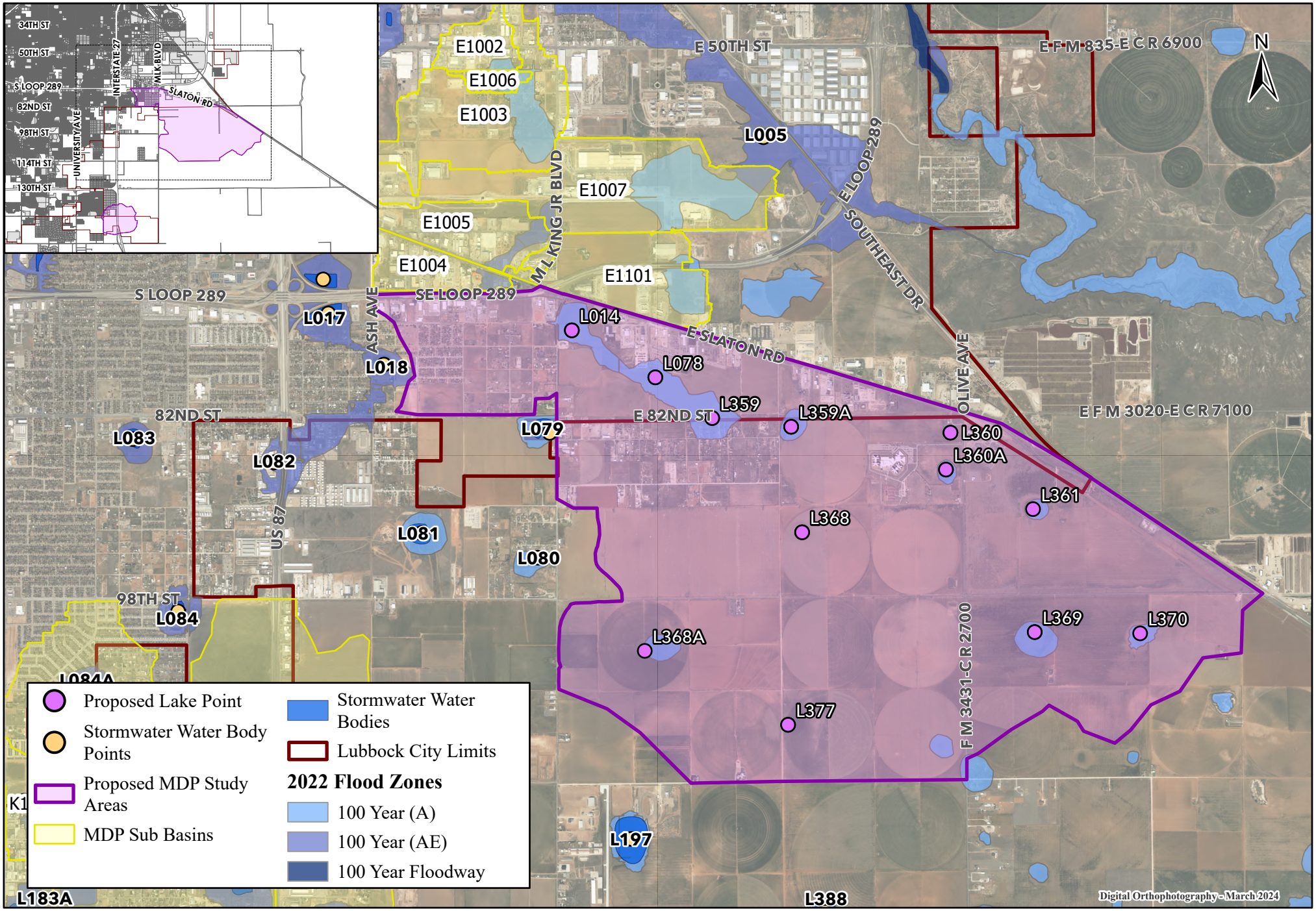
My address is 3417 73rd Street Suite12 (street), Lubbock (city), TX (state), 79423 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lubbock County, State of Texas, on the 5th day of October (month), 2023 (year).

David M. Smith

Signature of authorized agent of contracting business entity
(Declarant)

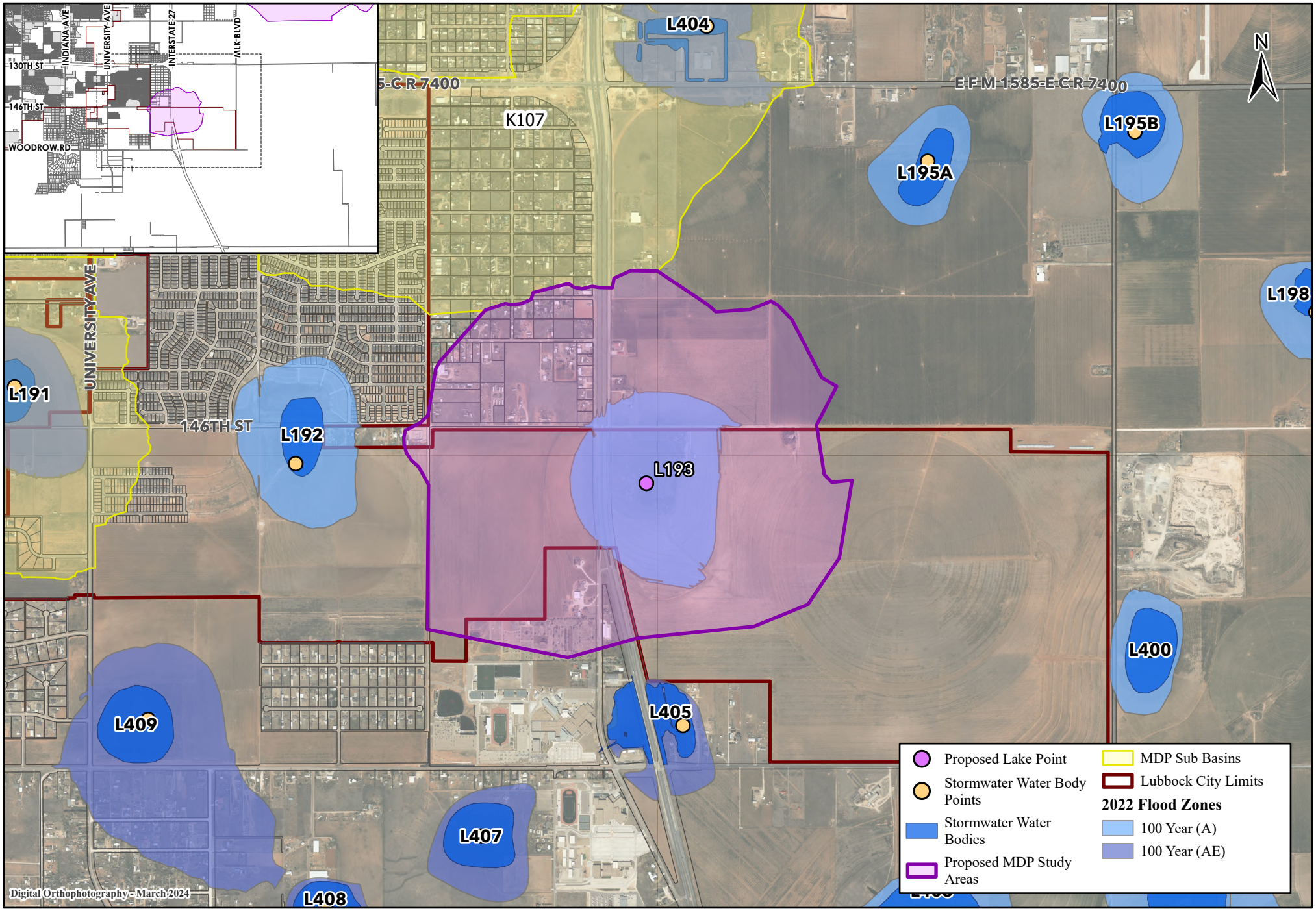


0 1,500 3,000 4,500 6,000 US Feet

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

2025 Master Drainage Plan
Preliminary Proposed Study Area 1
System F - Southeast Martin Luther King Boulevard and Highway 84

City of Lubbock TEXAS

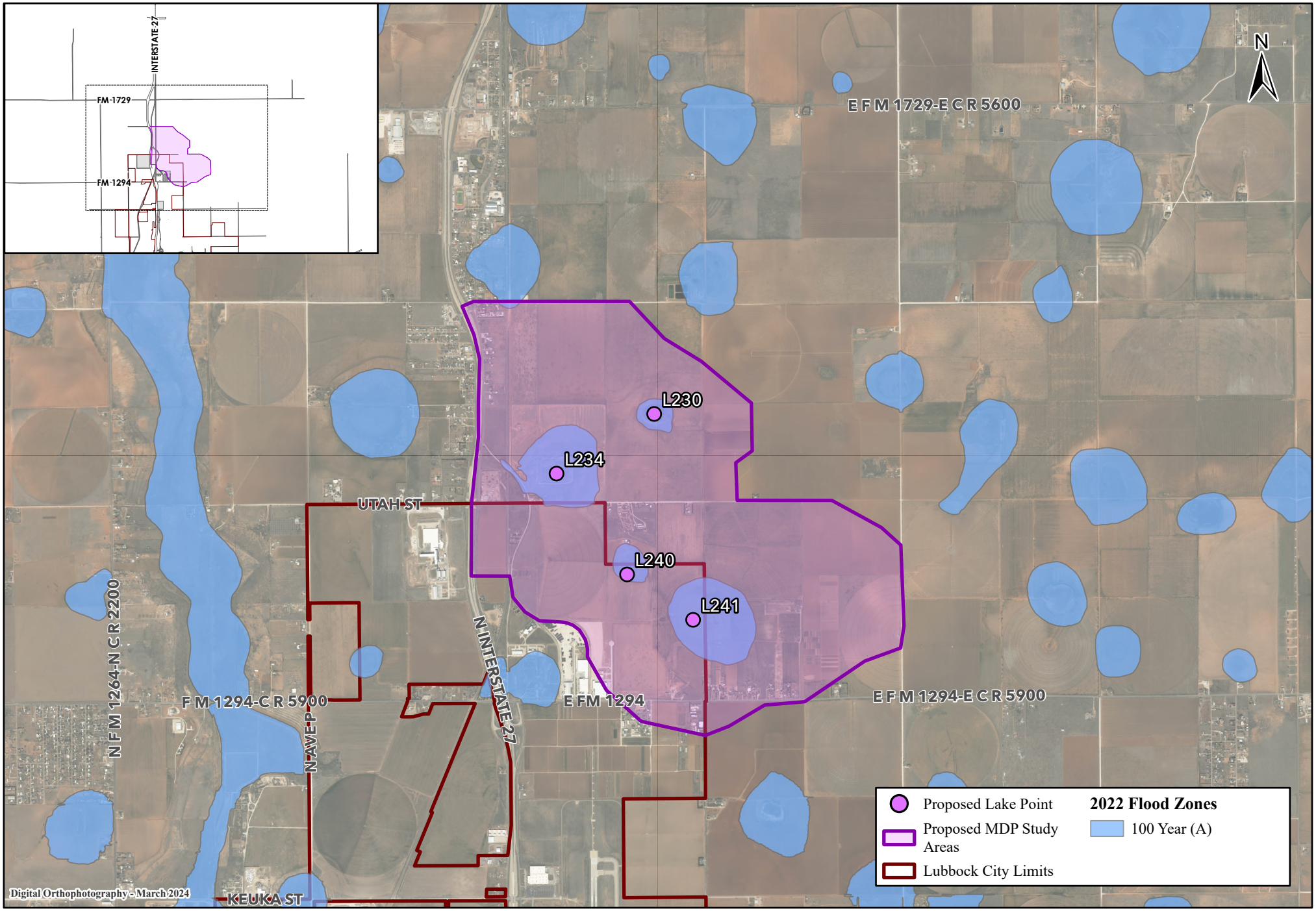


0 1,000 2,000 3,000 4,000 US Feet

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

2025 Master Drainage Plan
Preliminary Proposed Study Area 2
System K - E Woodrow Rd

City of Lubbock TEXAS



0 1,500 3,000 4,500 6,000 US Feet

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

2025 Master Drainage Plan
Preliminary Proposed Study Area 3
System M - Northeast Airport Business Park

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
Project Cost Detail
April 8, 2025

Capital Project Number:	8676
Capital Project Name:	Watershed Boundary and Drainage Studies

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 4,57
Contract 17258 with Halff Associates, Inc. for Professional Services	505,000
Agenda Items, April 8, 2025	
Amendment 1 with Halff Associates, Inc. for Professional Services	300,000
Encumbered/Expended To Date	809,57
Estimated Costs for Remaining Appropriation	
Future Watershed Boundary and Drainage Studies	15,42
Remaining Appropriation	15,42
Total Appropriation	$ 825,00

CIP 8676 Watershed Boundary and Drainage Studies

Master Plan/Studies

Project Manager: Kerry Koehler - Engineering

Project Scope

Review the current Master Drainage Plan and other studies, GIS data, development updates, and other City information. Identify changes to system watersheds, verify and update hydrologic input and storage information with updated land use and topographic data. Incorporate updated information into existing hydrologic and hydraulic models in order to use with ongoing development activities. Analyze current models for impacts of revisions to system input on peak playa water surface elevations, base flood elevations, flow depth and top width for all prescribed rainfall events.
Perform a high-level review of frequent flooding / drainage issues - Conduct field visits in conjunction with limited desktop assessments to allow for a rapid assessment of drainage problems throughout the entire City. Update flood mapping using revised model information, integrating results into GIS system components. Compare model results and revised mapping to existing data, identify and confirm any changes to flow rates, depths, water surface elevations, and floodplain limits.
Perform a detailed study of the highest priority areas identified in high-level review, assess problem severity and establish improvement priorities. Compile this information into a format that may be used by the City of Lubbock in daily operations, to track existing and developing flooding issues and to manage capital improvement project (CIP) program.
Identify and rank proposed drainage capital improvement projects within each of the City's different drainage systems based on an approved ranking criterion. Prepare Drainage CIP total budget estimates for proposed improvements which may include studies, engineering design, and construction cost. Prepare a GIS Database that organizes the ranked Drainage CIPs so that they can be stored, recalled, and addressed over a specific time period.

Project Justification

The goal is to manage ongoing development and drainage mitigation as well as plan for future development within the City, in the City’s extraterritorial jurisdiction (ETJ) and areas of annexation by providing potential solutions and costs to aid City staff in programming of future Drainage Capital Improvement Projects. This project is intended to provide the City with a tool to determine and prioritize potential drainage and flooding problems and develop proactive solutions for effective and efficient stormwater management.

Project Highlights

Council Priorities Addressed:
Growth and Development

Project History

- FY 2022-23 $250,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $275,000 was appropriated by Ord. 2023-O0108
- FY 2024-25 $300,000 was appropriated by Ord. 2024-O0128

Project Dates

Study Start Date: 10/2023
Study Completion Date: 10/2025

Project Location

Internal Project

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Design	$825,000	$325,000	$350,000	$375,000	$400,000	$425,000	$0
TOTAL	**$825,000**	**$325,000**	**$350,000**	**$375,000**	**$400,000**	**$425,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Stormwater Fund Cash	$825,000	$325,000	$350,000	$375,000	$400,000	$425,000	$0
TOTAL	**$825,000**	**$325,000**	**$350,000**	**$375,000**	**$400,000**	**$425,000**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 13352
Regular City Council Meeting 5. 10.
04/08/2025:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 18738, and all related documents, with Bo Simon, Inc., for the construction of waterlines ahead of paving of multiple unpaved streets, which were approved in the 2022 Street Bond Election.

Item Summary

The City of Lubbock issued a Request for Proposals (RFP) for construction of waterlines ahead of proposed paving of multiple unpaved streets throughout the City of Lubbock, as approved in the 2022 Street Bond Election.

In response to RFP-25-18738-TF, the following bids were received and opened on March 20, 2025.

Contractor	Amount
Gem Technologies Inc., Knoxville, Tennessee	$828,826.99
Bo Simon Inc., Umbarger, Texas	$867,684.00
Utility Contractors of America, Lubbock, Texas	$901,823.00
Deerwood Construction, Lubbock, Texas	$929,252.16
Rinks Lease Service, Inc., Levelland, Texas	$984,519.00
MH Civil Constructors, Inc., Amarillo, Texas	$1,488,000.00
L.A. Fuller and Sons Construction, Ltd., Amarillo, Texas	$1,561,442.00

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

Contractor	Total/100 pts
Bo Simon Inc., Umbarger, Texas	91.81
Utility Contractors of America, Lubbock, Texas	89.57
Gem Technologies Inc., Knoxville, Tennessee	87.18
Rinks Lease Service, Inc., Levelland, Texas	83.43
Deerwood Construction, Lubbock, Texas	81.20
MH Civil Constructors, Inc., Amarillo, Texas	64.34
L.A. Fuller and Sons Construction, Ltd., Amarillo, Texas	60.27

Staff recommends award of the contract to the highest-ranked proposer, Bo Simon, Inc. of Umbarger, Texas, for $867,684.

Time for substantial completion is 90 calendar days from notice to proceed. This contract is awarded by the unit price, and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

Contract 18738, for $867,684, is funded in Capital Improvement Project 92750, Water Lines Ahead of Street Paving.

Staff/Board Recommending

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

---

Attachments

Resolution
Contract 18738 - Bo Simon, Inc
Location Map
CIP 92750 - Budget Detail
CIP 92750 - Project Detail
18738 - Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18738 for the installation of waterlines ahead of bond paving as per RFP 25-18738-TF, by and between the City of Lubbock and Bo Simon, Inc. of Umbarger, 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

ccdocs/RES.Public Works Contract 18738 waterlines for bond roads
3.24.25

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 19-Mar-2025

PROJECT NUMBER: **RFP 25-18738-TF, Waterlines Ahead of Bond Paving**

Proposal of Bo Simon Inc (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for construction of the referenced project, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated. The price to cover all expenses incurred in performing the work required under the contract documents.

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 90 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 120 **(to Final Completion)**

(not to exceed 130 consecutive calendar days to Substantial Completion / 150 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **130 Consecutive Calendar Days** with **final completion** within **150 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$300** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$100**for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

City of Lubbock, TX
Public Works
RFP 25-18738-TF
Waterlines Ahead of Bond Paving

Bo Simon, Inc. of Umbarger, TX

#	Items	QTY +/-	U/M	Unit Cost	Extended Cost
Waterlines Ahead of Bond Paving					
#1-1	MOBILIZATION	1	LS	40,000.00	40,000.00
#1-2	TRAFFIC CONTROL	1	LS	3,000.00	3,000.00
#1-3	SWPP	1	LS	3,500.00	3,500.00
#1-4	TRENCH SAFETY	9964	LF	1.00	9,964.00
#1-5	10" C-900 PVC BY OPEN CUT	864	LF	75.00	64,800.00
#1-6	10" X 8" TAPPING SLEEVE AND VALVE	3	EA	5,500.00	16,500.00
#1-7	10" GATE VALVE	1	EA	3,500.00	3,500.00
#1-8	8" C-900 PVC BY OPEN CUT	8496	LF	50.00	424,800.00
#1-9	8" GATE VALVE	19	EA	3,200.00	60,800.00
#1-10	6" C-900 PVC BY OPEN CUT	604	LF	55.00	33,220.00
#1-11	6" GATE VALVE	15	EA	3,200.00	48,000.00
#1-12	FIRE HYDRANT	13	EA	7,200.00	93,600.00
#1-13	8" PLUG	9	EA	500.00	4,500.00
#1-14	6"PLUG	1	EA	450.00	450.00
#1-15	CONNECT TO EXISTING WATER LINE	10	EA	1,500.00	15,000.00
#1-16	ASPHALT PAVING REPAIR	470	SF	15.00	7,050.00
#1-17	CONCRETE PAVING REPAIR	30	SF	100.00	3,000.00
#1-18	FLOWABLE FILL BACKFILL	200	CY	180.00	36,000.00
		Total (Items 1-1 through 1-18):		**$**	**867,684.00**

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

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

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

Date: 19-Mar-2025

_____
Authorized Signature

Caleb Stephenson
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Bo Simon Inc
Company

PO Box 59
Address

Umbarger, _____
City, County

TX, 79091
State Zip Code

Telephone: _____ - 806-236-6059

Fax: _____ - _____

Email: c.stephenson@bosimoninc.com

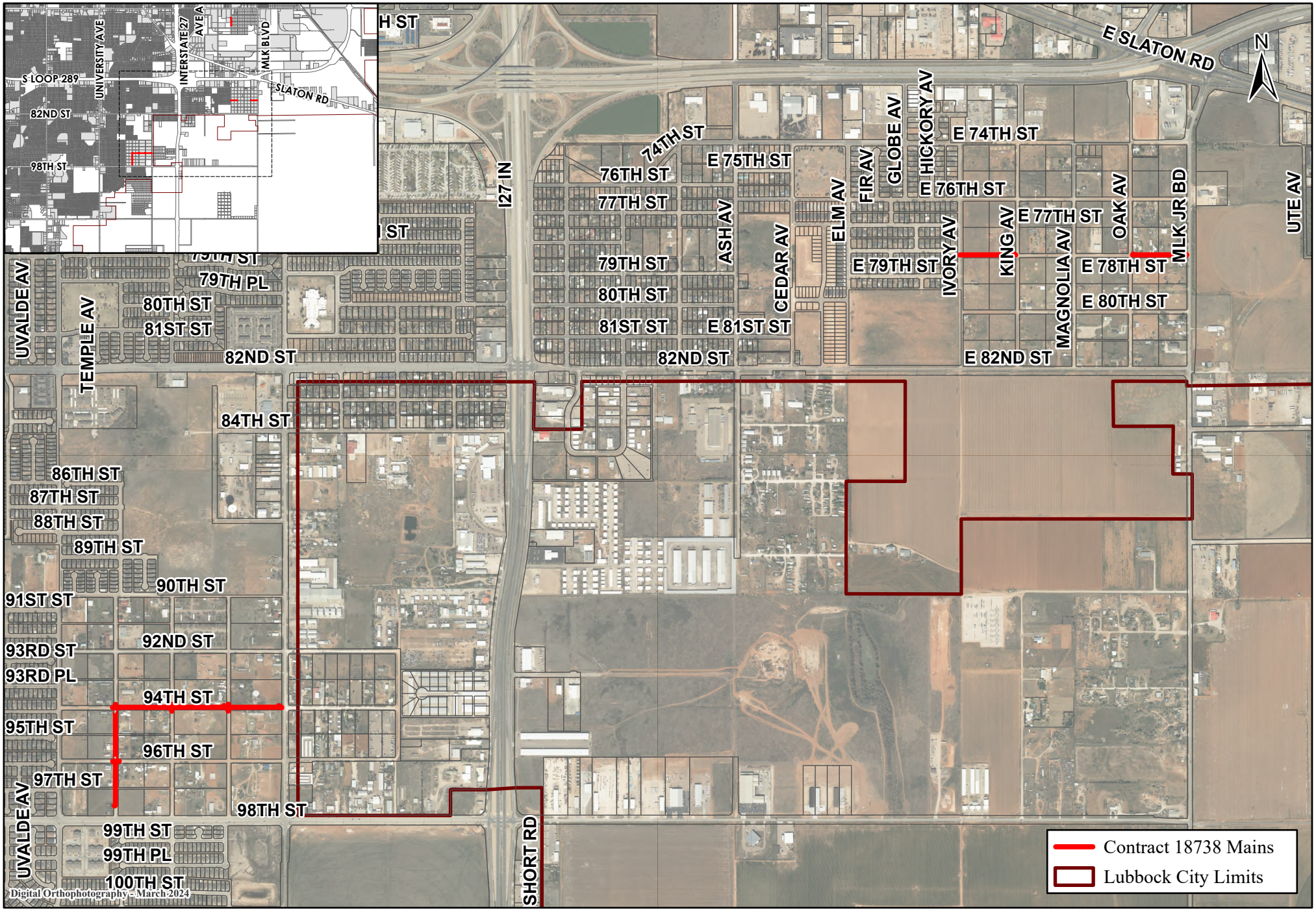
FEDERAL TAX ID or SOCIAL SECURITY No.

47-4895526

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 14-Mar
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

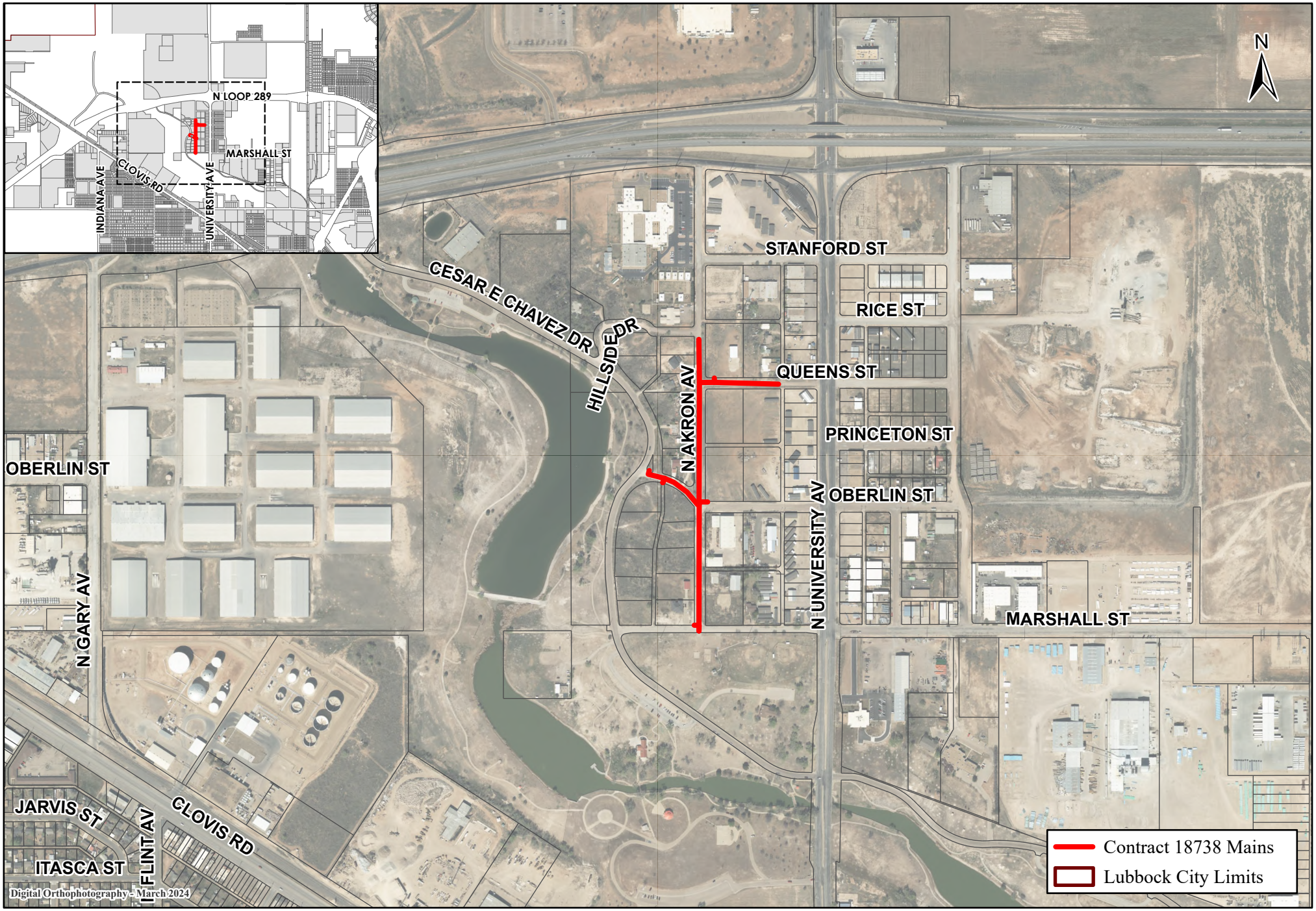


0 500 1,000 1,500 2,000
US Feet

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

Location Map for Contract 18738
2022 Water Ahead of Bond Unpaved Roads

City of Lubbock TEXAS

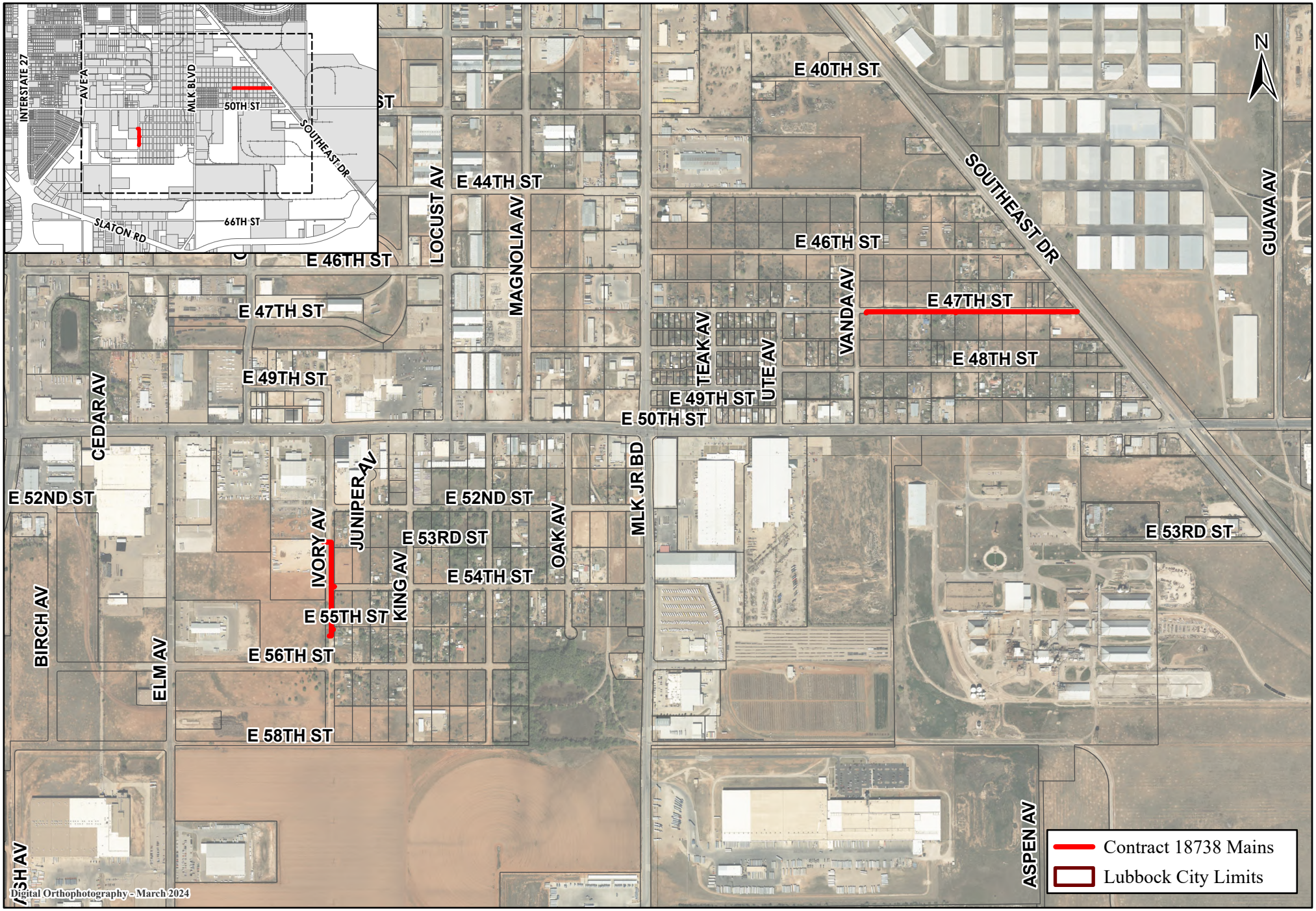


0 250 500 750 1,000 US Feet

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

Location Map for Contract 18738
2022 Water Ahead of Bond Unpaved Roads

City of Lubbock TEXAS



0 500 1,000 1,500 2,000 US Feet

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

Location Map for Contract 18738
2022 Water Ahead of Bond Unpaved Roads

City of Lubbock TEXAS

City of Lubbock
Capital Project
Project Cost Detail
April 8, 2025

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

Encumbered/Expended	**Budget**
City of Lubbock Staff Time	$ 190,10
Advertising	90
Water System Improvements	382,05
Contract 16842 - Water Ahead of Unpaved Roads	564,82
Contract 17579 - Milwaukee Ave 4th to Erskine	815,434
Contract 18063 - Manhattan Heights, Water Ahead of Paving	2,700,731
Hugo Reed Surveying	12,778
Water System Improvements	2,302
Agenda Item April 8, 2025	
Contract 18738 - Water Ahead of Bond Paving	867,68
Encumbered/Expended To Date	5,536,811
Estimated Cost for Remaining Appropriation	
Remaining Appropriation	868,765
Total Appropriation	$ 6,405,576

CIP 92750 Water Lines Ahead of Street Paving

Replacement Infrastructure

Project Manager: Kerry Koehler - Engineering

Project Scope

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

Project Justification

The project is an annual water line installation program coordinated with street paving projects. This project includes water line change outs ahead of the Manhattan Heights paving improvements.

Project Highlights

Council Priorities Addressed:
Community Improvement
Growth and Development

Project History

- FY 2021-22 $250,000 was appropriated by Ord. 2021-O0126
- FY 2022-23 $1,725,000 was appropriated by Ord. 2022-O0136
- FY 2023-24 $2,500,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $452,492 was appropriated by BCR 2024-16
- FY 2023-24 $278,084 was appropriated by BCR 2024-20
- FY 2024-25 $1,200,000 was appropriated by Ord. 2024-O0128

Project Dates

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
Design	$328,084	$0	$0	$0	$0	$0	$0
Construction	$6,077,492	$400,000	$425,000	$450,000	$475,000	$500,000	$0
TOTAL	**$6,405,576**	**$400,000**	**$425,000**	**$450,000**	**$475,000**	**$500,000**	**$0**

Project Funding

	Funding to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Water/Wastewater Fund Cash	$6,405,576	$400,000	$425,000	$450,000	$475,000	$500,000	$0
TOTAL	**$6,405,576**	**$400,000**	**$425,000**	**$450,000**	**$475,000**	**$500,000**	**$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**

Purchasing and Contract Management

Project Summary

RFP 25-18738-TF
Waterlines Ahead of Bond Paving

Notice was published in the Lubbock Avalanche Journal on March 2 & March 9, 2025.
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 March 2 to March 19, 2025.
11 individuals attended the pre-proposal meeting.
49 vendors downloaded the documents using Bonfire.com.
15 vendors were notified separately.
7 vendors submitted proposals.

AI# 13331
Regular City Council Meeting 5. 11.
04/08/2025:

Information

Agenda Item

Resolution - Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Purchase Order 22105416, with Peerless Pump Company, for repairs and maintenance to a vertical turbine pump located at Pump Station 9.

Item Summary

Pump Station 9 is located at the northeast corner of Quaker Avenue and Clovis Highway (US Highway 84). This pumping station has 4 large pumps that provide water and pressure to the City of Lubbock's water distribution system.

Recently, one of these pumps suffered a major malfunction and necessitates repair and maintenance to restore its functionality and full pumping capacity. City staff will perform removal and re-installation of the pump after repairs are complete.

The repair of the pump equipment at Pump Station 9 can only be conducted by a single-source vendor, Peerless Pump. The total expense for this repair is $77,580.

Fiscal Impact

This expenditure of $77,580, is funded in the Water Utilities Operations Budget, 6343.8261, System Maintenance Water System.

Staff/Board Recommending

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

Attachments

Resolution - 18656
PO 22105416 - Peerless Pump - Req. 62782

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Sole Source Purchase Order No. 22105416 for an Aurora Pump repair, by and between the City of Lubbock and Peerless Pump of Lubbock, TX 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:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.Sole Source PurchaseOrd 22105416 Aurora Pump
3.10.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 3/6/2025
Order Number 22105416 000 OP
Branch/Plant 6343

TO: PEERLESS PUMP
1115 S LOOP 289 SUITE 110
LUBBOCK TX 79423

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 3/6/2025 Freight .
Requested 6/30/2025 Taken By A ESPARZA
Delivery PER R MARTINEZ REQ. 62782 PUR-2025-18656 SOLE SOURCE

If you have any questions about this order, please contact Renata Martinez at 806-775-2611 or via email at RMartinez@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Aurora 24FHM3STG 450HP Repair	1.000	77,580.0000	EA	77,580.00	6/30/2025

Terms NET 30 Total Order 77,580.00

This purchase order encumbers funds in the amount of $77,580.00 awarded to Peerless Pump of Lubbock, TX, on _____ _____. The following is incorporated into and made part of this purchase order by reference: Quote dated March 6, 2025, from Peerless Pump of Lubbock, TX, and Sole Source.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____
Mark McBrayer, Mayor Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Peerless QRC - Lubbock
1115 S Loop 286 Suite 110
Lubbock, Texas · 79423
Phone - 806.747.0002 · Fax - 806.747.9630
www.peerlesspump.com

Customer:	City of Lubbock	**From:**	Trevor Lain
Attention:	Steve Miller/Ellis Barbee	**Title:**	Sr. Sales Service Mgr.
Phone:	(928) 257-2278	**Email:**	tlain@peerlesspump.com
Email:	smiller@mylubbock.us	**Date**	3/6/2025
Lead Time:	6 to 8 weeks	**Quote No.:**	41417-tlain

Pump Station #9 Quaker AV & Clovis RD: QTY 1 24FHM 3STAGE Repair Quote

Peerless Pump is pleased to quote the following services for your review and consideration

Item	Qty.	Part No.	Description	Each	Total
1	1	**24FHM3STG**	**Aurora 24FHM3STG 450HP Repair Quote**		**$77,580.00**
2			**TEARDOWN AND INSPECTION REPORT,**		
3			NEW FABRICATED DISCHARGE HEAD AND STUFFING		
4			BOX ASSEMBLY		
5			MACHINING REPAIR OF BELL SUCTION		
6			REPLACEMENT OF SHAFT COUPLING, AND BEARINGS		
			(ALL SECTIONS)		
			TNEMIC SERIES 21 COATING INTERIOR/EXTERIOR		
			OF DISCHARGE HEAD AND COLUMN, BOWLL ASSY		
7			EXTERIOR ONLY		
8			ASSEMBLY OF COMPLETE PUMP ASSEMBLY		
9			W/ SS FASTENERS		
10			Labor for Service and Machining Included		
11					
15					
16					
17					
18					
19					
20					
			Net Total:		**$77,580.00**

Terms and Conditions:

Payment:	**NET 30**
Validity:	**30 Days**
Warranty:	**1-Year Std.**
Freight:	**PrePay and Add**

Peerless Standard Terms of Sales are available upon request. Any order resulting from this quotation will be in accordance with these terms of sale.

Price and delivery supplied on the above work scope are estimated and subject to change. If any additional work or parts are required, a Grundfos representative will contact you with the detail.

When performing repair work, Peerless will not hold replaced or damaged parts nor return those parts unless specifically requested to do so, at which time the customer is responsible for all cost.

Freight can be arranged by Peerless and added to the price of the repair, at the customers discretion.

If you require further assistance please do not hesitate to contact me or your local Sales Office.

AI# 13300

Regular City Council Meeting **5. 12.**

04/08/2025:

Information

Agenda Item

Resolution - Public Works Wastewater: Consider a resolution ratifying the actions of the Assistant City Manager in executing Purchase Order 23105948, with Riley Industrial Services, Inc., for emergency field services to clean a polymer spill located at the Southeast Water Reclamation Plant.

Item Summary

Purchase Order 23105948 is payment for emergency cleaning of a polymer spill at the Southeast Water Reclamation Plant that occurred due to a failure of automated process controls, in conjunction with broken piping caused by extremely low temperatures.

Polymers play a crucial role in wastewater treatment by aiding in the coagulation and flocculation of suspended solids, making them easier to settle and remove during the treatment process. The timely removal and cleanup of the polymers was necessary. Accordingly, staff engaged Riley Industrial Services Inc. for cleanup activities which included all necessary staffing, equipment, and approved disposal services to clean up the spilled polymer.

Emergency repair services were made through Purchase Order 23105948 with Riley Industrial Services, Inc. In accordance with Texas Government Code Sec. 2155.086, procedures for awarding certain contracts do not apply to an emergency purchase or other contract award, for which delay would create a hazard to life, health, safety, welfare, or property, or would cause an undue additional cost to the state.

Staff recommends the ratification of the Purchase Order 23105948 for services provided by Riley Industrial Services, Inc. of Lubbock, Texas, in an amount not to exceed $79,500.

Fiscal Impact

Purchase Order 23105948, for $79,500 is funded in the Wastewater Operating Budget.

Staff/Board Recommending

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

Attachments

Riley Industrial Services Resolution (c)

Purchase Order

RESOLUTION

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

THAT the actions of the Assistant City Manager for the City of Lubbock are hereby ratified, for and on behalf of the City of Lubbock, with respect to the execution of Purchase Order No. 23105948, for emergency repair services at the water reclamation plant, by and between the City of Lubbock and Riley Industrial Services, Inc. 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:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Riley Industrial Service, Inc.-PurchaseOrd
March 12, 2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 2/14/2025
Order Number 23105948 000 OP
Branch/Plant 231

TO: RILEY INDUSTRIAL SERVICES INC
PO BOX 2014
FARMINGTON NM 87499

SHIP TO: CITY OF LUBBOCK
WATER RECLAMATION PLANT
3603 GUAVA AVENUE
LUBBOCK TX 79403

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

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

Ordered 2/14/2025 Freight
Requested 3/28/2025 Taken By A ESPARZA
Delivery PER A ROSALES REQ. 62831 PUR-2025-18673 EMERGENCY

If you have any questions about this order, please contact Angelica Rosales at 806-775-3221 or via email at AngelicaRosales@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
13 (10Hr Shifts) 4 Man Crew Gap Vax Vacuum Truck & Crew	1.000	79,500.0000	EA	79,500.00	3/28/2025

Terms NET 30 Total Order 79,500.00

INSURANCE REQUIRED:

Commercial General Liability: $1,000,000 occurrence / $2,000,000 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).	**Additional Policies:** Automobile Liability Requirements: $1,000,000 occurrence is needed Professional Liability Requirements: $1,000,000 occurrence / $2,000,000 aggregate is needed Pollution Liability Requirements: $500,000 occurrence / $1,000,000 aggregate 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	

This purchase order encumbers funds in the amount of $79,500.00 awarded to Riley Industrial Services, Farmington, NM, on February 14, 2025. The following is incorporated into and made part of this purchase order by reference: Quote dated January 02, 2025, from Riley Industrial Services, Farmington, NM.

Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

5. INVOICES & PAYMENTS. a. 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 viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RILEY INDUSTRIAL SERVICES, INC.

PLANT LOCATION
2615 SAN JUAN BLVD FARMINGTON, NM 87401
PHONE (505) 327-4947

MAILING ADDRESS
P.O. BOX 2014 FARMINGTON, NM 87499
FAX (505) 326-0305

January 2, 2025

City of Lubbock

Attention: Steven Baldwin

Re: City of Lubbock – Wastewater Treatment Plant – Polymer Spill

We hereby submit for your review, our pricing for the above referenced project. Our pricing includes all the necessary supervision, labor, equipment, materials and consumables necessary to clean the polymer spill.

Pricing: **$79,500.00**

- Thirteen (10-hour shifts)
  - 4-man crew
  - Gap Vax vacuum truck
  - Crew Truck
  - Pressure Washer

Notes:

1. All additional labor and equipment requested or needed outside of the scope of these bid terms will be invoiced on a time and material basis at our 2025 rates.
2. Pricing is based on working a maximum of 130-hours. Any additional hours will be billed time & material.
3. The above prices do not include applicable taxes; if taxes are applicable, we will add them to the billing invoice.
4. A 2% charge for Environmental Waste Recovery Surcharge (EWRS) will be added to all invoices.
5. Hourly rates will be charged for onsite time, travel to and from our yard, loading, filling up with water, dumping, etc.
6. When you are ready to begin work, please call Marco Ybarra at (806) 503-9024 for scheduling.

Client Acceptance and Award

_____ _____

Authorized Signature Printed Name

_____ _____

Title Date

Note: By signing, client agrees to pay quoted amount and agrees to the terms explained in the work notes.

If you have any questions, please feel free to E-mail me at davidbrackney@rileyindustrial.com or call 505-327-4947 for my immediate attention.

Sincerely,

David Brackney
Project Estimator

AI# 13335

Regular City Council Meeting **5. 13.**

04/08/2025:

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Purchase Order 25101926, with ADB Safegate Americas, LLC, for Location and Directional Airfield Lighted Sign Panels at Lubbock Preston Smith International Airport.

Item Summary

ADB Safegate Americas, LLC specializes in the design and manufacturing of transport/infrastructure lighting solutions. ADB Safegate products installed at the airport are exclusive to ADB Safegate Americas, LLC, and are not interchangeable with parts from other manufacturers.

Purchase Order 25101926 for 76 replacement Location and Directional Airfield Lighted Sign Panels is made through the sole source, ADB Safegate Americas, LLC. The sign panels are replaced approximately every 6 years on a rotational basis, due to fading, cracking, and de-laminating from weather and ultraviolet conditions. A sole source procurement is exempt from competitive bidding, pursuant to Texas Local Government Code 252.022 (a)(7)(A).

Airport staff and the Airport Advisory Board recommend this purchase order contract award to ADB Safegates Americas, LLC of Columbus, Ohio for $53,693.17.

Fiscal Impact

Purchase Order 25101926, with ADB Safegate Americas, LLC, for $53,693.17, is funded in the Airport Airfield System Maintenance Account.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - ADB Safegate Americas, LLC

PO 25101926 ADB Safegate Americas, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25101926, for Airfield Lighting Panels, per Purchasing Co-op Sole Source Contract, by and between the City of Lubbock and ADB Safegate Americas, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.ADB Safegate-PurchaseOrd
March 18, 2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 3/12/2025
Order Number 25101926 000 OP
Branch/Plant 4613

TO: ADB SAFEGATE AMERICAS, LLC
977 GAHANNA PARKWAY
COLUMBUS OH 43230

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
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 3/12/2025 Freight .
Requested 6/30/2025 Taken By A ESPARZA
Delivery PER J DELAROSA REQ. 62952 PUR-2025-18750 SOLE SOURCE

If you have any questions about this order, please contact Jean DeLaRosa at 806-775-3129 or via email at JDelarosa@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Legend Panel, SZ2, 2MOD, Reflective	13.000	806.2800	EA	10,481.64	6/30/2025
Legend Panel, SZ2, 1MOD, Reflective	31.000	61.1100	EA	14,294.41	6/30/2025
Legend Panel, SZ4, 1MOD, Reflective	32.000	903.6600	EA	28,917.12	6/30/2025

Terms NET 30 DAYS Total Order 53,693.17

This purchase order encumbers funds in the amount of $53,693.17 awarded to ADB Safegate Americas, LLC of Columbus, OH, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated February 24, 2025, from ADB Safegate Americas, LLC of Columbus, OH, and Sole Source.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____
Mark McBrayer, Mayor Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADB SAFEGATE Americas LLC
700 Science Blvd
Gahanna,OH-43230

Tel: +1 (614) 861 1304
Fax: +1 (614) 864 2069

4613-8269

Quote Confirmation

Req 62952

Sold-To-Party: 1002653
CITY OF LUBBOCK
ACCOUNTS PAYABLE
PO BOX 2000
LUBBOCK TX 79457
Cust.Tax ID: 1-75-600059
Contact Person: RAYMOND ARMENTA
Phone: 806-241-9490

Ship-To-Party: 2004506
Lubbock Preston Smith Int'l Airport
Second Floor Operations
5401 N. Mlk Blvd
Lubbock TX 79403
Contact Person: Robert Davila

Header Information

Project No.:		**Terms of Delivery:**	EXW - PLANT
Quote No:	20048526	**Terms of Payment:**	Credit Card Payment
Quote Date:	February 24, 2025	**FOB:**	Origin
Airport Code:	LBB-LUBBOCK PRESTON SMITH INTL	**Valid From:**	February 24, 2025
ADB Contact Person:	Wilson Degeo	**Valid To:**	April 09, 2025

Pay item	Line	Part No./ Description	Quantity/UoM		Unit Price	Amount
	100	44A6084/2210 LEGEND PANEL, SZ2, 2MOD, REFLECTIVE, STD	13	EA	806.28	10,481.64
	200	44A6084/2110 LEGEND PANEL, SZ2, 1MOD, REFLECTIVE, STD	31	EA	461.11	14,294.41
	300	44A6084/4110 LEGEND PANEL, SZ4, 1MOD, REFLECTIVE, STD	32	EA	903.66	28,917.12
					Quote Total:	53,693.17
					Final Quote Amount (USD):	53,693.17

Additional Notes:

ADB SAFEGATE PAYS FREIGHT ON ORDERS OVER $3500.00, IN THE CONTIGUOUS US. ADB SAFEGATE MINIMUM ORDER: $150.00.
We accept Visa, Master card and American Express. N30 accounts available upon approval.

RESERVATION CLAUSE:
Purchaser acknowledges that ADB SAFEGATE Americas is required to comply with export applicable laws and regulations relating to the sale, exportation ,transfer ,assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB SAFEGATE Americas of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD ADB SAFEGATE Americas HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

ADB SAFEGATE Americas LLC
700 Science Blvd
Gahanna,OH-43230

Tel: +1 (614) 861 1304
Fax: +1 (614) 864 2069

Quote Confirmation

Quote:20048526

To Reorder Call:	800-545-4157	ADB SAFEGATE

ADB SAFEGATE Americas LLC
700 Science Blvd
Gahanna,OH-43230

Tel: +1 (614) 861 1304
Fax: +1 (614) 864 2069

Quote Confirmation

Quote:20048526

Terms of Sale for Goods and Services Attachment: A

(Revised 01 AUG 2023)

All references herein to "Seller" or "ADB Safegate" refer to ADB Safegate Americas, LLC.
All references herein to currency, "$", or dollars refer to US Dollars.

1. ACCEPTANCE OF ORDERS: Seller's published prices and quotations are solicitations for offers to purchase. No order shall be binding upon seller until accepted in writing by seller at its headquarters office. The issuing of submittal data or materials shall not be deemed to constitute acceptance of an order. Orders accepted by seller based on its quotation do not imply or guarantee that such equipment conforms precisely to the Buyer's "plans and specifications." Terms of this Terms and Conditions of Sale will apply to orders accepted, regardless of terms stated on purchase order received. Seller's acceptance of the Buyer's order is conditioned upon the Buyer's assent to the terms and conditions set forth herein and shall be deemed a part of such order. No modified or additional conditions will be accepted by Seller unless specifically agreed to in writing. Seller's failure to object to such modified or additional provision contained in any purchase order or other communication from the Buyer shall not be construed as a waiver of the conditions as defined herein or an acceptance of any such modified or additional conditions proposed by the Buyer. No order accepted by Seller may be altered or modified by the Buyer unless agreed to by Seller in writing.

2. PRICES: Orders, except orders on hold or orders with deferred ship dates, will be invoiced at the price in effect at the acceptance of the order. Orders on hold will be invoiced with the price in effect at the release date. Deferred orders will be invoiced with the price in effect on the ship date. Orders on a bid or contract basis are not subject to this clause. The minimum order is $150.00 net. Any order below $150.00 net will be invoiced at $150.00 net. Minimum quantities may apply on some products. The Seller's prices include the costs of standard domestic packing only. Due to the volatility in commodity pricing, ADB SAFEGATE may incur surcharges from its vendors to cover fluctuations in raw material pricing. This quotation does not include these surcharges and ADB SAFEGATE reserves the right to add these surcharges, if incurred, to this quotation. Your understanding in this situation is appreciated.

3. TERMS OF PAYMENT: (a) Subject to Seller's credit approval of Buyer and unless otherwise stated, invoice payment terms are net 30 days from date of invoice. Seller may, in its sole discretion, request payment out of an irrevocable, negotiable Letter of Credit, confirmed by either a major US bank or a Schedule I Canadian bank with Seller's prior approval. The Letter of Credit shall not preclude partial shipments. Unless otherwise agreed to in writing, all payments shall be in United States Dollars, and a pro rata payment shall become due as each shipment is made or upon receipt of invoice for Services provided. If shipment is delayed by Buyer, date of notice of readiness for shipment shall be deemed to be date of shipment for payment purposes. (b) On late payments, the contract price shall, *without prejudice to Seller's right to immediate payment, be increased by 1 1/2% per month on the unpaid balance, but not to exceed the maximum permitted by law.* (c) *If at any time in Seller's judgment* Buyer is unable or unwilling to meet the terms specified, Seller may require satisfactory assurance of full or partial payment as a condition to commencing or continuing manufacture or making shipment or performing services, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances. (d) Except for Services performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer and at the Seller's option, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller's compliance with present and proposed environmental, health, and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith. (e) Upon default in payment the contract price shall be increased by all costs related to collection and by reasonable attorney fees. (f) Should the parties agree to transact in a non-US currency pursuant to this Section (3(a)), all references to specific amounts in United States Dollars in these terms and conditions shall also mean an equivalent value in a non-US currency, as determined by the exchange rate at the time of invoice. (g) CREDIT CARDS: Credit cards will be accepted at the time of order from the purchaser. Credit cards are NOT eligible for any payment discounts or special terms. A customer who chooses to pay for an order more than 3 (three) days after invoicing, is subject to a credit card fee of 2.5% of the total purchase price.

4. WARRANTY FOR GOODS AND SERVICES: Seller warrants, to the extent to which any of the same may be applicable, that (a) on the date of shipment the goods are of the kind and quality described herein and are free of non-conformities to the specifications agreed to in writing by the parties, (b) the engineering services performed by it will be performed in accordance with generally accepted professional standards, (c) any specialized tools, equipment and instruments for the use of which a charge is made to the Buyer shall be adequate for the work to be performed and (d) any replacement or other parts furnished by it or any work done by it on the Buyer's equipment or both shall be free of defects in workmanship and materials. This warranty does not apply to goods delivered by Seller but manufactured by others.

Buyer's exclusive remedy for any failure of the goods or services to conform to any of the applicable warranties shall be to have Seller re-perform services, repair, or replace (at Seller's option) the nonconforming item and any affected part of the goods provided by Seller.

Standard Product Guarantee for ADB Safegate Manufactured Products: Seller's obligation to re-perform services or to repair or replace goods shall be in effect for a period of two (2) years from Seller's shipment of the goods. Lamps are excluded from this guarantee.

Product Guarantee for FAA Certified ADB Safegate Manufactured Products: FAA Certified LED products (with the exception of obstruction lights) are warranted against electrical defects in design or manufacture of the LED or LED specific circuitry for a period of four (4) years from date of installation per FAA Engineering Brief 67 (applicable edition). FAA Certified products must be installed, interfaced, and powered with and through components certified under the FAA Airfield Lighting Equipment Certification Program (ALECP) FAA AC 150/5345-53 (applicable edition) to be included in this four (4) year warranty. This includes, but is not limited to, interface with components such as base cans, isolation transformers, connectors, wiring, and constant current regulators. FAA Certified products installed, interfaced, and powered with and through system components that are not FAA certified are covered by the two (2) year Standard Product Guarantee stated above.

Software Product Guarantee: Seller warrants that the Systems will substantially conform to the specification for a period of 12 months from the earlier date of Systems' Acceptance or first use of the System ("Warranty Period"). As stated below in "Software Product Warranty Claim Process", the Buyer shall notify the Seller in writing immediately on becoming aware of any deficiencies in the Systems, as a condition to the enforceability of the warranty given in this clause. The Buyer shall provide the Seller with all documentation and information reasonably required for the elimination of faults in the Systems. Seller shall, within a timely manner (in accordance with the Service Level Agreement, if any), correct the deficiencies of the Systems free of charge, provided (i) the deficiencies have arisen within the Warranty Period, and (ii) Seller has been given written notice of same within the Warranty Period. This warranty is a limited warranty and is restricted to the correction of deficiencies, if any, in the Systems.

This warranty does not cover any problems or defects arising from (a)customer's negligence, abuse, or misuse of the Software, (b) unauthorized modifications or alterations to the Software, (c) use of the Software with incompatible hardware, software, or operating systems, and (d) any third-party products, services, or components not provided by the Licensor.

Software Product Warranty Claim Process: To make a warranty claim, the Buyer must contact the Seller during the Warranty Period and provide (a) a description of the defect or problem, (b) any available supporting documentation or evidence, (c) the date of Software receipt. The Buyer must cooperate with the Seller to diagnose and resolve any reported problems, which may include submitting additional information, installing patches, or following troubleshooting instructions.

EXCEPT FOR THE OBLIGATIONS EXPRESSLY UNDERTAKEN BY SELLER UNDER THIS AGREEMENT AND THE SPECIFIC WARRANTIES CONTAINED IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE SYSTEMS WILL ACHIEVE ANY PARTICULAR RESULT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR LATENT DEFECTS OR WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

Pass-Through Warranties: Seller agrees to pass through to Buyer any warranties given by its third-party vendors in connection with hardware, software, or other products or services used by Seller to provide the products or services to the extent permitted by the terms and conditions of such warranties.

The Seller shall correct any failure to conform to any of the applicable foregoing warranties of which it is notified in writing within that period specified. Repaired and replacement parts and repair services shall be warranted for the remainder of the original period of notification set forth above. In the case of any other breach of the foregoing warranty, Seller shall furnish engineering services or specialized tools, equipment, and instruments, to the same extent as on the original work. Buyer shall grant Seller access to the goods or services at all reasonable times for Seller to determine any nonconformity in the goods or services. It is understood and agreed that, unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or any latent defects in the same. In no event shall Seller be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, , materials or structures to the extent necessary to permit Seller to perform its warranty obligations or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Seller shall have the right of disposal of items replaced by it. If Seller is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, Seller and Buyer shall negotiate an equitable adjustment in the contract price, which may include a full refund of the contract price for the nonconforming goods or services. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event the Buyer requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

THIS IS SELLER'S SOLE GUARANTEE AND WARRANTY WITH RESPECT TO THE GOODS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OTHER THAN THOSE MADE EXPRESSLY HEREIN. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer and successors of Buyer are limited to the remedies specified in this article and shall have no others for nonconformity in the goods or services provided hereunder. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or its successors' remedies are based on contract, warranty, tort *(including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, installations, or non-conformities from any cause.*

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CONDITIONS WITH REGARD TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

5. PATENTS: Seller shall pay reasonable costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States or Canadian patent, as applicable (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly

ADB SAFEGATE Americas LLC
700 Science Blvd
Gahanna,OH-43230

Tel: +1 (614) 861 1304
Fax: +1 (614) 864 2069

Quote Confirmation

Quote:20048526

notifies Seller of any charge of infringement, and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge, including without limitation the selection of legal counsel and experts. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (a) the use of software or software documentation, (b) compliance with Buyer's specifications, (c) the combination with, or modification of, the goods after delivery by Seller, (d) the use of the goods, or any part thereof, in the practice of a process, or (e) any goods, to the extent the goods were not manufactured by Seller. THIS ARTICLE SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

6. PERFORMANCE AND DELAYS: It is the Seller's desire to attempt to accommodate the delivery requirements of its Buyers. When placing an order, Buyers should specify the approximate date materials are required. Seller will make every reasonable effort to comply with the Buyer's requirements. However, Seller does not guarantee dates of shipment or delivery. Shipping schedules given by seller are approximate and are given with the best information available. Seller shall not be liable for any loss or damages as a result of any delay in delivery, including but not limited to losses in the form of liquidated damages. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until Buyer gives release. Orders which do not specifically waive submittals are considered "hold for approval of submittals." Estimates of normal shipping time should be interpreted as being from time of release. Timely performance by Seller is contingent upon Buyer's supplying to Seller, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation. If Seller suffers delay in performance due to any cause beyond its reasonable control, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice within a reasonable time after Seller becomes aware of any such delay. Any item of the goods on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage and other incidental expenses incurred by Seller in the event of delayed shipment.

7. SHIPMENT, TITLE, RESPONSIBILITY AND RISK OF LOSS: Unless otherwise agreed in writing by the Seller, Section 7 shall set forth the terms for shipment, title, responsibility, and risk of loss. The term "shipment" shall mean the process of transportation of the goods beginning with delivery to the initial carrier in accordance with the delivery terms of this order. Unless otherwise agreed upon, Seller will select method of transportation, route of shipment, and carrier of choice. Seller will be responsible for claims related to loss or damage if Seller is responsible for transportation cost. The title of the goods shall be dictated first by contract; second by purchase order; and third by any other agreed upon terms documented and agreed upon by the Seller and Buyer. For international shipments, title of the goods shall be dictated first by contract; second by Letter of Credit (if applicable); third by purchase order; and fourth any other agreed upon terms documented and agreed upon by Seller and Buyer. Risk and Responsibility, as they relate to international shipments, shall be dictated by INCO Terms 2010. Seller and Buyer shall agree upon INCO Term 2010 prior to shipment of any kind. All international shipment cost responsibilities associated with Incidences; Return Material Authorizations (RMAs); incorrect order placement; material management errors are to be made by the Management of the Seller and Buyer (e.g., Delivery Duty Paid versus Duty Drawback). Seller shall not be responsible for damage to the goods after having received "in good order" receipts from the carrier and/or receiving warehouse. All claims for loss, damage and delay in transit are to be handled by the paying party of the transportation cost regardless of a domestic or international sale. Claims for shortages or incorrect items must be made in writing to Seller within thirty days after receipt of shipment. Failure to give such notice shall constitute an irrevocable acceptance of the goods. Freight will be allowed to any common-carrier free-delivery point within the Continental United States, excluding Alaska and Hawaii, on shipments exceeding $3,500 net or more, providing Seller selects the carrier. On shipments to Alaska and Hawaii of $3,500 net or more, freight will be allowed to the port of departure/lading (sea or air) from the Continental United States. Shipments destined for Alaska or Hawaii will be subject to a prorated transportation cost. Domestic shipments requiring redirection of product not initially know on the purchase order may be subject to a redirect fee that will be passed onto Buyer. Redirect costs are typically $75-$125. No "paid by Seller" freight will be allowed for shipments at the Buyer's request under $3,500 net. For all other domestic shipments less than $3500, freight terms are FOB factory/Ex-Factory/Ex-Works [EXW] (as that term is commonly used in the United States, meaning that Buyer shall pay all cartage costs from the Seller's factory), unless otherwise agreed by the parties in writing. ADB SAFEGATE reserves the right to recognize revenue 30 days after date of notification to the Buyer that purchased material is ready for collection (e.g., EXW).

8. RETURN of MATERIALS: Material may be returned for credit only upon the prior authorization of ADB SAFEGATE. All materials authorized for return must be sent to ADB SAFEGATE freight prepaid. Materials returned to ADB SAFEGATE are subject to a 20% restocking charge.

9. SYSTEM ACCEPTANCE BY CUSTOMER: Unless otherwise specified, inspection and final acceptance shall be at Seller's facility. Where Buyer has purchased a factory acceptance test, Seller shall verify completion of the combination of equipment, materials, software, and services ("System") or applicable portion thereof, in accordance with the factory acceptance test procedures submitted by Seller. Buyer may elect to witness the procedure by giving Seller reasonable advance notice prior to scheduled shipment. Buyer observation shall be at Buyer's expense. Where Buyer waives observation of the acceptance test, Seller shall certify that the results of the testing are in conformity with the test procedures. Buyer's acceptance shall be deemed to have occurred upon successful completion of such test.

When it is expressly provided that final acceptance shall be at destination, Buyer shall notify Seller in writing of any nonconformity of the System within thirty (30) days of the date of System shipment and shall specify any nonconformity claimed. Seller shall, within a reasonable time, remedy any specified nonconformity at destination in accordance with Seller's warranty obligations set forth in Section 4. If such notice is not received by Seller within the stated time, acceptance shall be considered final as of the thirty-first (31st) day following date of System shipment.

10. TAXES: Any applicable duties or sales, use, excise, value-added or similar taxes assessed by the country of origin will be added to the price and invoiced separately to Buyer (unless an acceptable exemption certificate is furnished by Buyer). For international sales, Buyer is responsible for the payment and remittance of all duties or sales, use, excise, value-added or similar taxes assessed by the country of destination. Buyer shall indemnify and hold the Seller harmless against any and all liabilities owed to the tax authority in the country of destination as a result of Buyer not fulfilling its obligations under this section 10, including but not limited to duties, taxes, penalties, interest and reasonable legal, accounting and other advisory fees.

11. NONCANCELLATION: Upon acceptance by Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination, or suspension, plus a reasonable amount for profit.

12. LIMITATION OF LIABILITY: NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE CONTRACT PRICE. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HERE-UNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. GOVERNING LAW AND CONSENT TO JURISDICTION: Seller and Buyer agree that these Terms and Conditions of Sale are governed by and shall be construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable in Ohio. The parties agree that any dispute in connection with these Terms and Conditions of Sale will be resolved by a Court sitting in Columbus, Ohio. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions of Sale.

14. CHOICE OF LANGUAGE: The parties confirm that it is their express wish that these Terms and Conditions of Sale, as well as and other documents relating to these Terms and Conditions of Sale, including notices, schedules, and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement. Las partes confirman que es su deseo expreso que los términos y condiciones de ventas, así como los Documentos relacionados a estos términos y condiciones de ventas, incluyendo avisos, programaciones y autorizaciones, han sido y deberán continuar siendo en el Idioma Ingles.

Signature _____ Date _____

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Purchase Order 25101929, with Hi-Lite Airfield Services LLC, for Taxiway Paint Removal and Remarking, at Lubbock Preston Smith International Airport.

Item Summary

Due to weather and traffic usage, airfield paint markings are difficult to maintain in acceptable conditions. Paint markings need to be visible during the day and night, as high-reflective glass beads are embedded as painting occurs. In addition to visibility, markings must not fade or chip excessively. The Airport consists of 250 acres of concrete and 135 acres of asphalt. Paint removal and re-application are contracted and planned in phases, to ensure compliance with Part 139 requirements.

Paint for runway and taxiway striping must be suitable for use on concrete and asphalt surfaces. The paint must meet Federal Specifications TT-P-1952E Type II Waterborne lead-free paint. The price includes one mobilization for marking removal and one mobilization for pavement marking. The price per unit will not change and expenditures may be more or less depending on the actual need. Deliveries will be made within a minimum of 10 days' notice required for scheduling.

The purchase order contract is with Hi-Lite Airfield Services, LLC, using the Sourcewell Contract 110122-HLA Cooperative Purchasing Program, which offers contracts that have been established through open competition, as prescribed by the laws of the State of Texas.

The Purchase Order Contract is as follows.

Description	Quantity	Unit	Unit Price	Total Price
Mobilization - Paint Removal Crew	1	Each	$3,720.00	$3,720.00
Paint Removal by Waterblasting	103,275	Sq. Ft.	$1.05	$108,438.75
Mobilization - Painting Crew	1	Each	$3,720.00	$3,720.00
Black Waterborne Painting	61,965	Sq. Ft.	$0.90	$55,768.50
Yellow Waterborne Painting	41,310	Sq. Ft.	$1.10	$45,441.00

Total	**$217,088.25**

Airport staff and the Airport Advisory Board recommend the contract award to Hi-Lite Airfield Services, LLC of Bradenton, Florida, for a 1-year total of $217,088.25.

Fiscal Impact

Purchase Order 25101929, for $217,088.25, is funded in the Airport Operating Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution (c) - Hi-Lite Painting
PO - Hi Lite Airfield Services, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25101929, for Taxiway Paint Removal and Remarking, per Sourcewell Contract #110122-HLA, by and between the City of Lubbock and Hi-Lite Airfield Services, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Hi-Lite Airfield Services-PurchaseOrd
03/24/2025

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 3/24/2025
Order Number 25101929 000 OP
Branch/Plant 4613

TO: HI LITE AIRFIELD SERVICES LLC
PO BOX 597
WATERTOWN NY 13601

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
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 3/24/2025 Freight .
Requested 6/30/2025 Taken By A ESPARZA
Delivery PER J DELAROSA REQ. 63001 SOURCEWELL CONTRACT 110122-HLA

If you have any questions about this order, please contact Jean DeLaRosa at 806-775-3129 or via email at JDelarosa@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Paint Removal Crew/Equipment	1.000	3,720.0000	EA	3,720.00	6/30/2025
Paint Removal by Waterblast	103,275.000	1.0500	EA	108,438.75	6/30/2025
Mobilization Painting Crew/E	1.000	3,720.0000	EA	3,720.00	6/30/2025
Black Waterborne Paint Type 2	61,965.000	.9000	EA	55,768.50	6/30/2025
Yellow Waterborne Paint Type 2	41,310.000	1.1000	EA	45,441.00	6/30/2025

Terms NET 30 Total Order 217,088.25

INSURANCE REQUIRED:

Commercial General Liability: $1,000,000 occurrence / $2,000,000 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).	**Additional Policies:** Automobile Liability Requirements: $1,000,000 occurrence is needed Airport Commercial Liability Requirements: Excess liability of $10M is needed for this project. 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.	

This purchase order encumbers funds in the amount of $217,088.25 awarded to Hi-Lite Airfield Services LLC of Watertown, NY, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated March 14, 2025, from Hi-Lite Airfield Services LLC of Watertown, NY, and Sourcewell Contract #110122-HLA.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____
Mark McBrayer, Mayor Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4613.8302
Airfield marking removal
and
painting
Req 63001

HI-LITE

Lubbock – Taxiway A Pavement Marking Sourcewell Proposal

Hi-Lite Airfield Services
4816 Lena Road
Bradenton, FL 34211

Bid Date:	03/14/25
Proposal #:	25-19672-P
Project Reference:	Sourcewell
Completion Date:	12/31/25
Phone:	(941) 713-2155

Attn: Raymond Trejo
Project County: Lubbock
City/State: Lubbock, TX

Item#	Description	Qty	Unit	$ / Unit	Price
P-620-PR.MOB	Mobilization: Paint Removal Crew / Equipment	1	EA	$ 3,720.00	$ 3,720.00
P-620-PR	Paint Removal by Waterblasting	103,275	SF	$ 1.05	$ 108,438.75
P-620-Paint.MOB	Mobilization Painting Crew / Equipment	1	EA	$ 3,720.00	$ 3,720.00
P-620-B.II	Black Waterborne Painting, Type 2 without Reflective Media	61,965	SF	$ 0.90	$ 55,768.50
P-620-Y.II.I	Yellow Waterborne Painting, Type 2, with Type 1 Reflective Media	41,310	SF	$ 1.10	$ 45,441.00
				Total:	**$ 217,088.25**

Project Description: Taxiway A Removal and Remark

Remarks:

*****Pricing per Sourcewell Contract 110122-HLA*****

Price Includes (1) Mobilization for marking removal
Price Includes (1) Mobilization for pavement marking
Any additional mobilizations will be charged at $3,720.00 per occurrence
Paint:
TT-P-1952F Type II Waterborne Paint
Beads:
TT-B)1325D Type I Reflective Media

- No Temporary Markings included
- Quoted quantities are estimates only. Actual quantities will be field measured and verified for invoicing
- Owner to provide adequate water source and dump site for solid/liquid debris
- Surface must be clean and free of FOD prior to painting
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris
- All barricades, traffic control, set up, and tear down provided by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Stand-by time caused by others will be billed at $750/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others

- Minimum of 10 days' notice required for scheduling
- Any changes to the scope provided herein that affects Hi-Lite's work will require a reevaluation of the price
- If quantities are altered more than 15% in a mobilization, Hi-Lite will reserve the right to adjust pricing
- No retainage to be held on this contract. Payment terms to be net 30 days
- If a Payment and Performance Bond is requested, add 2% to the total price
- Does not include prevailing wages
- Assumes working hours during all daylight hours, 7 days per week

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: PJ Mills, VP of Marketing & Business Development – (941) 713-2155, pj.mills@hi-lite.com

We Propose Hereby To Furnish Material and Labor in Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal Is Only Valid in its Entirety. Note: This Proposal is Valid for 30 Days.

Date:_____ **Signature:**_____

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date:_____ **Signature:**_____

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583.6111
www.hi-lite.com

AI# 13342

Regular City Council Meeting **5. 15.**

04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to WT Grit, LLC dba Primitive, located at 905 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Primitive is renovating their property at 905 Avenue K, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes landscaping and signage.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution

Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to WT Grit, LLC dba Primitive is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Primitive
3.31.25

RE 25-18

RESOLUTION APPROVING
WT GRIT, LLC. dba PRIMITIVE, 905 AVENUE K
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTALBE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to WT Grit, LLC. dba Primitive that is renovating their property at 905 Avenue K, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of the façade work will include landscaping and signage totaling $50,000 in façade expenses. The permittable work will include demolition of various points of the existing façade totaling $75,417. Façade and Permittable expenses total $125,417 The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated by the original downtown grant program rules. Had the new points matrix been used, the total grant amount would have been reduced by 50% to $16,271.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant WT Grit, LLC dba Primitive a Downtown Facade Grant totaling $25,000 and a Downtown Permittable Grant totaling $7,542 once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Robert Taylor, and Seconded by Director, Mr. Jordan Wheatley,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with WT Grit, LLC dba Primitive, 905 Avenue K, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



905 Ave K

(WT Grit, LLC dba Primitive)

TOTAL SCOPE OF WORK = $125,417

TOTAL GRANTS = $32,541

TOTAL SCOPE OF FAÇADE WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL SCOPE OF PERMITTABLE WORK = $75,417

PERMITTABLE GRANT = $7,542

The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated with the original downtown grant program rules. Had the new points matrix been used, the total grant amount would have been reduced by 50% to $16,271.

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 905 Ave K (Façade & Permittable)

WT Grit, LLC, dba Primitive, is renovating their building at 905 Ave K, located within the Downtown TIF.

Jerred Hurt, Owner and CEO at Primitive, has over 20 years of web and software expertise in various industries. Jerred sees software and technology as problem-solving tools. Whether a business wants customers to more easily access a product or create intuitive UX, there's code to make it happen. Jerred and his team have chosen Downtown Lubbock as their home and continue to make a huge difference in the area's growth momentum.

The scope of façade work will include landscaping and signage totaling $50,000 in façade expenses. The permittable work will include demolition of various points of the existing façade totaling $75,417. Façade and Permittable expenses totaling $125,417.

The MLI Board is being asked to consider a Downtown Façade Grant for WT Grit, LLC totaling $25,000 and a Downtown Permittable Grant of $7,542 at 905 Ave K.

MARKET LUBBOCK

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted	12.13.23
Projected Project Start Date	02/15/25
Project Property Address	905 Ave K, Lubbock, TX 79401
Property LCAD R#	R102392

MLI Use Only:	
Ownership address within Lubbock County	YES
Property owned or leased less than 18 months	NO
**No delinquent property taxes*	None

GENERAL INFORMATION

Company Name	WT Grit LLC / Primitive	Contact	Jerred Hurst
Street Address	905 Ave K	Title	CEO
City, State, Zip	Lubbock, TX 79401	Phone	806.786.2868
		Email	jerred@leadwithprimitive.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable Façade Both

Project Summary Scope

We would like to upgrade the exterior of the building (the paint is faded), enclose the upstairs patio to provide more workspace, add new signage, and completely rework landscaping. As far as the interior (permittable), we would like add an additional restroom downstairs. (Citadel Bid $99,240.72/Facade $23,824/Permittable $75,417)

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Landscaping	$22,078	$11,039
Signage	$4,098	$2,049
Citadel	$23,824	$11,912
	$0	$0
	$0	$0
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Citadel	$75,417	$7,542
	$0	$0
	$0	$0
	$0	$0
	$0	$0
PERMITTABLE TOTAL	$75,417	$7,542
GRAND TOTAL	**$125,417**	**$32,541**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***73***	***FAÇADE GRANT***	***$12,500***
PERCENT	***50%***	***PERMITTABLE GRANT***	***$3,771***
		TOTAL GRANT	***$16,271***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Jerred Hurst	33.30%		
Joe Hurst	66.70%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

Copies of City permits, if applicable (obtained after initial grant app)
Detailed/Itemized Bids
Before Pictures
Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
Architectural Renderings (if applicable)
Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)		FUTURE PRIMARY USE (sf) (Choose One)	
Parking Lot Surface		Parking Lot Surface	
Parking Garage: Private		Parking Garage: Private	
Parking Garage: Public		Parking Garage: Public	
Storage/Vacant		Storage/Vacant	
Operating Business: Non-Profit		Operating Business: Non-Profit	
Operating Business: For-Profit	X	Operating Business: For-Profit	X
Residential: Market Rate		Residential: Market Rate	
Residential: Affordable		Residential: Affordable	

CURRENT SECONDARY USE (sf) (Choose One)		FUTURE SECONDARY USE (sf) (Choose One)	
Not Applicable	X	Not Applicable	X
Parking Lot Surface		Parking Lot Surface	
Parking Garage: Private		Parking Garage: Private	
Parking Garage: Public		Parking Garage: Public	
Storage/Vacant		Storage/Vacant	
Operating Business: Non-Profit		Operating Business: Non-Profit	
Operating Business: For-Profit		Operating Business: For-Profit	
Residential: Market Rate		Residential: Market Rate	
Residential: Affordable		Residential: Affordable	

CAPITAL EXPENDITURES (Choose One)		NEW FTE JOBS TO DOWNTOWN (Choose One)	
Less than $100,000		None	
$100,000 to $249,999	X	1 - 4 FTE Jobs	
$250,000 to $499,999		5 - 9 FTE Jobs	X

$500,000 to $999,999 — 10 or more FTE Jobs
$1,000,000 to $2,499,999
$2,500,000 to $4,999,999
$5,000,000 or more

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines?
- Are permits required for any aspect of the scope of work?
- Are public improvements required?

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*
- Proof of Payment:
  - PAID Invoices (must reference the approved project)
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Signature (not required for electronic submittals): _____

Date: _____

Points Matrix - Percent Calculation (905 Ave K)

WT Grit LLC / Primitive

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	15	5	0	15	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	0	10	0	0	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					40	

Property Primary Use (sf)
Choose 1

Current:	*Future (Choose 1)*												
	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	20	30	0	20	0	5	0	20
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													20

Property Secondary Use (sf)
Choose 1

Current:	*Future (Choose 1)*												
	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

Current:	*Future:*						
	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
Parking lot: Surface	5	0	30	0	50	0	0
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							0

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	3
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**3**

Total Points:		**GRAND TOTAL**
<50	Not eligible	
50 to 74	50% of your project	**73**
75 to 99	75% of your project	
100 to 124	100% of your project	
125 to 149	125% of your project	
150 or more	150% of your project	

Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$3,771	50%	$16,271
1 - 4 Jobs (5 Points)	0	75%	$18,750	75%	$5,657	75%	$24,407
5 - 9 Jobs (10 Points)	10	**100%**	**$25,000**	**100%**	**$7,542**	**100%**	**$32,542**
10 or more Jobs (20 Points)	0	125%	$31,250	125%	$9,428	125%	$40,678
New Jobs Points	**10**	150%	$37,500	150%	$11,313	150%	$48,813



PROPOSAL

2/08/2025

Prepared for:	**Project:**
Primitive Lubbock	905 Ave K Lubbock Texas 79401

Attention: Jerred Hurst

Thank you for providing Citadel Construction with the opportunity to offer you a proposal for this project.

SCOPE

- See Below

INCLUSIONS

- Demo Cedar around support columns
- Remove handrail around new patio
- Weld new ends and polish cuts
- Cut stone coping flush with existing brick
- Install plywood substrate to prep and receive new panels
- Install synthetic underlayment
- Install Modular wall panels per rendering
- Install associated wall panel trim and flashing
- Paint exterior brick and fence white per rendering
- Metal panels to be ATAS- Design wall reveal 12”x60”
- Framing Estimated as Atlas 2000 Series in Dark Bronze
- Glazing Estimated as 1" O/A SN68 on Grey over Clear Tempered
- Door Estimated as 3'6x7'0 Medium Stile Right Hand with Continuous Geared Hinge, 10"
- Bottom Rail, Standard Push/Pull, Standard Surface Mounted Door Closer, Standard
- Locking, 1" Glazing
- Installation Included
- Supply and install 20x20 aluminum shade canopy pergola

COST BREAKDOWN

Project Cost	$83,343.21
OH&P 10%	$8,334.13
State Renovation tax 8.25%	$7,563.38
Total Cost:	**$99,240.72**

EXCLUSIONS:

1. Power washing
2. Permit Fees
3. Sign removal
4. Engineering

TERMS

1. If the pricing for this proposal is accepted, we will need clarification on specific scopes of work due to the lack of detailed information in the documents provided. All scopes of work must be confirmed prior to the execution of any agreement.

2. Payments: All payments are due within 15 calendar days from the date of the invoice. Payments made after this period are subject to the legally allowable interest per day. Failure to pay within the specified period could result in a stoppage of work. It is the responsibility of the client to ensure timely payment in accordance with the agreed-upon terms, and any disputes regarding payments should be promptly communicated to the contractor to be resolved in good faith.

3. Deadline: There is no contractual deadline or late fees associated with this project to date.

4. Termination for Convenience: Both parties reserve the right to terminate the contract for convenience. All parties acknowledge that, in the event of termination by the Contractor for convenience, such termination shall be carried out in accordance with the terms stipulated in this agreement. However, should the Owner decide to terminate the contract for convenience, the Contractor shall be entitled to compensation equal to 10% of the total contract amount.

5. Non-Payment: In the event of non-payment by the client within the agreed-upon timeframe, the contractor reserves the right to pursue legal remedies to recover outstanding amounts. Such remedies may include, but are not limited to, filing a mechanic's lien on the property where the work has been performed. The client acknowledges that failure to make timely payments may result in the imposition of a lien on their property, which may affect their ability to sell or refinance the property until the outstanding amounts are settled.

6. Liability Insurance: The contractor shall maintain liability insurance throughout the project. Any damage or injuries incurred during the project due to the contractor's negligence shall be the contractor's responsibility.

7. Communication Protocols: The client will designate a person as the primary contact for communication.

8. Changes and Change Orders: Changes to the original scope of work must be documented in writing and signed by both parties. Additional costs and time implications will be assessed and agreed upon before implementing any changes.

Signature of Acceptance Date

Signature of Acceptance Date

Matthews Plants & Landscapes
5301 73st A 79424
806 412 9059
plantmagic3@gmail.com
806 412 9059

INVOICE

Invoice#: 465
Date: Feb 10, 2025

To:

Jerod Hurst
4806 119th Street
+1 (806) 786-2868

Item	DESCRIPTION	QTY.	PRICE	TOTAL
1	Pots Terra-cotta 2 bowels 1 big 1 big 1 medium 1 small 1 big 1 big 1 bowel 1 bowel 1 big 3 rectangular each	1	$2,100.00	$2,100.00
2	Potting soil pro mix	17	$30.00	$510.00
3	Evergreen yews for big pots	5	$150.00	$750.00
4	Annual summer color for pots	1	$875.00	$875.00

	Shade perennials for courtyard garden Ajuga Hosta Turks cap Moneywart Hydrangeas (if available) Carex Big blue lirope Jupiter's beard Abelia	25	$30.00	$750.00
6	Grade A Cedar Mulch	35	$21.00	$735.00
7	2 to 4 inch Arizona Riverstone for small flower bed	1	$400.00	$400.00
8	Xeriscape by front entrance	1	$850.00	$850.00
9	Soil for planters in front	1	$950.00	$950.00
10	Irrigation for front planters , xeriscape, flowerpots	1	$775.00	$775.00
11	Granite to go on top of planters as a mulch for the plants and top of front entrance xeriscape Granite path between new planters	1	$1,150.00	$1,150.00
12	Plants for planters	20	$55.00	$1,100.00
13	Mossy boulders for front entrance and courtyard gardens	1	$850.00	$850.00
5 14	Delivery of pots	1	$100.00	$100.00

	Custom-made planters for front of the building including excavation.	1	$8,500.00	$8,500.00
16	Texas Sales Tax	.0825	$20,395.00	$1,682.59

SUBTOTAL **$22,077.59**

TOTAL **$22,077.59**

Thank you for your business!



237.25″ x 50″

primitive.

Halo Lit - No install - $9,810

primitive.

Non Lit - installed - $6451

144″ x 30.4″

primitive.

Non Lit - installed - $4098

Front Entry

PLEASE READ CAREFULLY! *Your approval by signature or email indicates that all spelling, numbers and graphics are correct. Colors may change depending on your computer screen. PANTONE color system is recommended for 100% color match. Once approved, we will not be responsible for errors or omissions.* ***Reprints will be charged at the original price.***

ELITE Sign & Design

5181 69th St Ste 200 o 806 368 3643
Lubbock, TX 79424 f 806 368 3650

EliteSignDesign.com

Project	Quantity
	1
Approval Signature	Date

PROOF # 1

The first 3 proofs are FREE.
For EACH additional proof you will be charged a minimum of $15.

Price Estimate: $

This estimate is based on the current proof. Prices may become different as changes are made to the overall project. May exclude charges for install, mileage, rush fees, etc. Does not include tax.

905 Ave K – Renderings







AI# 13343
Regular City Council Meeting 5. 16.
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to WT Grit, LLC dba Primitive, located at 905 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Primitive is renovating their property at 905 Avenue K, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes demolition of portions of the exterior facade.

The cost of the project is estimated to be $75,417, and the requested grant amount is $7,542. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $75,417, with $7,542 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to WT Grit, LLC dba Primitive is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Primitive
3.31.25

RE 25-18

RESOLUTION APPROVING
WT GRIT, LLC. dba PRIMITIVE, 905 AVENUE K
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTALBE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to WT Grit, LLC. dba Primitive that is renovating their property at 905 Avenue K, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of the façade work will include landscaping and signage totaling $50,000 in façade expenses. The permittable work will include demolition of various points of the existing façade totaling $75,417. Façade and Permittable expenses total $125,417 The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated by the original downtown grant program rules. Had the new points matrix been used, the total grant amount would have been reduced by 50% to $16,271.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant WT Grit, LLC dba Primitive a Downtown Facade Grant totaling $25,000 and a Downtown Permittable Grant totaling $7,542 once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Robert Taylor, and Seconded by Director, Mr. Jordan Wheatley,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with WT Grit, LLC dba Primitive, 905 Avenue K, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



905 Ave K

(WT Grit, LLC dba Primitive)

TOTAL SCOPE OF WORK = $125,417

TOTAL GRANTS = $32,541

TOTAL SCOPE OF FAÇADE WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL SCOPE OF PERMITTABLE WORK = $75,417

PERMITTABLE GRANT = $7,542

The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated with the original downtown grant program rules. Had the new points matrix been used, the total grant amount would have been reduced by 50% to $16,271.

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 905 Ave K (Façade & Permittable)

WT Grit, LLC, dba Primitive, is renovating their building at 905 Ave K, located within the Downtown TIF.

Jerred Hurt, Owner and CEO at Primitive, has over 20 years of web and software expertise in various industries. Jerred sees software and technology as problem-solving tools. Whether a business wants customers to more easily access a product or create intuitive UX, there's code to make it happen. Jerred and his team have chosen Downtown Lubbock as their home and continue to make a huge difference in the area's growth momentum.

The scope of façade work will include landscaping and signage totaling $50,000 in façade expenses. The permittable work will include demolition of various points of the existing façade totaling $75,417. Façade and Permittable expenses totaling $125,417.

The MLI Board is being asked to consider a Downtown Façade Grant for WT Grit, LLC totaling $25,000 and a Downtown Permittable Grant of $7,542 at 905 Ave K.

MARKET LUBBOCK

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted	12.13.23
Projected Project Start Date	02/15/25
Project Property Address	905 Ave K, Lubbock, TX 79401
Property LCAD R#	R102392

MLI Use Only:	
Ownership address within Lubbock County	YES
Property owned or leased less than 18 months	NO
**No delinquent property taxes*	None

GENERAL INFORMATION

Company Name	WT Grit LLC / Primitive	Contact	Jerred Hurst
Street Address	905 Ave K	Title	CEO
City, State, Zip	Lubbock, TX 79401	Phone	806.786.2868
		Email	jerred@leadwithprimitive.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable Façade Both

Project Summary Scope

We would like to upgrade the exterior of the building (the paint is faded), enclose the upstairs patio to provide more workspace, add new signage, and completely rework landscaping. As far as the interior (permittable), we would like add an additional restroom downstairs. (Citadel Bid $99,240.72/Facade $23,824/Permittable $75,417)

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Landscaping	$22,078	$11,039
Signage	$4,098	$2,049
Citadel	$23,824	$11,912
	$0	$0
	$0	$0
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Citadel	$75,417	$7,542
	$0	$0
	$0	$0
	$0	$0
	$0	$0
PERMITTABLE TOTAL	$75,417	$7,542
GRAND TOTAL	**$125,417**	**$32,541**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***73***	***FAÇADE GRANT***	***$12,500***
PERCENT	***50%***	***PERMITTABLE GRANT***	***$3,771***
		TOTAL GRANT	***$16,271***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Jerred Hurst	33.30%		
Joe Hurst	66.70%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

Copies of City permits, if applicable (obtained after initial grant app)
Detailed/Itemized Bids
Before Pictures
Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
Architectural Renderings (if applicable)
Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)		FUTURE PRIMARY USE (sf) (Choose One)	
Parking Lot Surface		Parking Lot Surface	
Parking Garage: Private		Parking Garage: Private	
Parking Garage: Public		Parking Garage: Public	
Storage/Vacant		Storage/Vacant	
Operating Business: Non-Profit		Operating Business: Non-Profit	
Operating Business: For-Profit	X	Operating Business: For-Profit	X
Residential: Market Rate		Residential: Market Rate	
Residential: Affordable		Residential: Affordable	

CURRENT SECONDARY USE (sf) (Choose One)		FUTURE SECONDARY USE (sf) (Choose One)	
Not Applicable	X	Not Applicable	X
Parking Lot Surface		Parking Lot Surface	
Parking Garage: Private		Parking Garage: Private	
Parking Garage: Public		Parking Garage: Public	
Storage/Vacant		Storage/Vacant	
Operating Business: Non-Profit		Operating Business: Non-Profit	
Operating Business: For-Profit		Operating Business: For-Profit	
Residential: Market Rate		Residential: Market Rate	
Residential: Affordable		Residential: Affordable	

CAPITAL EXPENDITURES (Choose One)		NEW FTE JOBS TO DOWNTOWN (Choose One)	
Less than $100,000		None	
$100,000 to $249,999	X	1 - 4 FTE Jobs	
$250,000 to $499,999		5 - 9 FTE Jobs	X

$500,000 to $999,999 — 10 or more FTE Jobs
$1,000,000 to $2,499,999
$2,500,000 to $4,999,999
$5,000,000 or more

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines?
- Are permits required for any aspect of the scope of work?
- Are public improvements required?

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*
- Proof of Payment:
  - PAID Invoices (must reference the approved project)
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Signature (not required for electronic submittals): _____

Date: _____

Points Matrix - Percent Calculation (905 Ave K)

WT Grit LLC / Primitive

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	15	5	0	15	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	0	10	0	0	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					40	

Property Primary Use (sf)
Choose 1

Current:	*Future (Choose 1)*												
	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	20	30	0	20	0	5	0	20
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													20

Property Secondary Use (sf)
Choose 1

Current:	*Future (Choose 1)*												
	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

Current:	*Future:*						
	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
Parking lot: Surface	5	0	30	0	50	0	0
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							0

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	3
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**3**

Total Points:		**GRAND TOTAL**
<50	Not eligible	
50 to 74	50% of your project	**73**
75 to 99	75% of your project	
100 to 124	100% of your project	
125 to 149	125% of your project	
150 or more	150% of your project	

Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$3,771	50%	$16,271
1 - 4 Jobs (5 Points)	0	75%	$18,750	75%	$5,657	75%	$24,407
5 - 9 Jobs (10 Points)	10	**100%**	**$25,000**	**100%**	**$7,542**	**100%**	**$32,542**
10 or more Jobs (20 Points)	0	125%	$31,250	125%	$9,428	125%	$40,678
New Jobs Points	**10**	150%	$37,500	150%	$11,313	150%	$48,813



PROPOSAL

2/08/2025

Prepared for:	**Project:**
Primitive Lubbock	905 Ave K Lubbock Texas 79401

Attention: Jerred Hurst

Thank you for providing Citadel Construction with the opportunity to offer you a proposal for this project.

SCOPE

- See Below

INCLUSIONS

- Demo Cedar around support columns
- Remove handrail around new patio
- Weld new ends and polish cuts
- Cut stone coping flush with existing brick
- Install plywood substrate to prep and receive new panels
- Install synthetic underlayment
- Install Modular wall panels per rendering
- Install associated wall panel trim and flashing
- Paint exterior brick and fence white per rendering
- Metal panels to be ATAS- Design wall reveal 12”x60”
- Framing Estimated as Atlas 2000 Series in Dark Bronze
- Glazing Estimated as 1" O/A SN68 on Grey over Clear Tempered
- Door Estimated as 3'6x7'0 Medium Stile Right Hand with Continuous Geared Hinge, 10"
- Bottom Rail, Standard Push/Pull, Standard Surface Mounted Door Closer, Standard
- Locking, 1" Glazing
- Installation Included
- Supply and install 20x20 aluminum shade canopy pergola

COST BREAKDOWN

Project Cost	$83,343.21
OH&P 10%	$8,334.13
State Renovation tax 8.25%	$7,563.38
Total Cost:	**$99,240.72**

EXCLUSIONS:

1. Power washing
2. Permit Fees
3. Sign removal
4. Engineering

TERMS

1. If the pricing for this proposal is accepted, we will need clarification on specific scopes of work due to the lack of detailed information in the documents provided. All scopes of work must be confirmed prior to the execution of any agreement.

2. Payments: All payments are due within 15 calendar days from the date of the invoice. Payments made after this period are subject to the legally allowable interest per day. Failure to pay within the specified period could result in a stoppage of work. It is the responsibility of the client to ensure timely payment in accordance with the agreed-upon terms, and any disputes regarding payments should be promptly communicated to the contractor to be resolved in good faith.

3. Deadline: There is no contractual deadline or late fees associated with this project to date.

4. Termination for Convenience: Both parties reserve the right to terminate the contract for convenience. All parties acknowledge that, in the event of termination by the Contractor for convenience, such termination shall be carried out in accordance with the terms stipulated in this agreement. However, should the Owner decide to terminate the contract for convenience, the Contractor shall be entitled to compensation equal to 10% of the total contract amount.

5. Non-Payment: In the event of non-payment by the client within the agreed-upon timeframe, the contractor reserves the right to pursue legal remedies to recover outstanding amounts. Such remedies may include, but are not limited to, filing a mechanic's lien on the property where the work has been performed. The client acknowledges that failure to make timely payments may result in the imposition of a lien on their property, which may affect their ability to sell or refinance the property until the outstanding amounts are settled.

6. Liability Insurance: The contractor shall maintain liability insurance throughout the project. Any damage or injuries incurred during the project due to the contractor's negligence shall be the contractor's responsibility.

7. Communication Protocols: The client will designate a person as the primary contact for communication.

8. Changes and Change Orders: Changes to the original scope of work must be documented in writing and signed by both parties. Additional costs and time implications will be assessed and agreed upon before implementing any changes.

Signature of Acceptance Date

Signature of Acceptance Date

Matthews Plants & Landscapes
5301 73st A 79424
806 412 9059
plantmagic3@gmail.com
806 412 9059

INVOICE

Invoice#: 465
Date: Feb 10, 2025

To:

Jerod Hurst
4806 119th Street
+1 (806) 786-2868

Item	DESCRIPTION	QTY.	PRICE	TOTAL
1	Pots Terra-cotta 2 bowels 1 big 1 big 1 medium 1 small 1 big 1 big 1 bowel 1 bowel 1 big 3 rectangular each	1	$2,100.00	$2,100.00
2	Potting soil pro mix	17	$30.00	$510.00
3	Evergreen yews for big pots	5	$150.00	$750.00
4	Annual summer color for pots	1	$875.00	$875.00

	Shade perennials for courtyard garden Ajuga Hosta Turks cap Moneywart Hydrangeas (if available) Carex Big blue lirope Jupiter's beard Abelia	25	$30.00	$750.00
6	Grade A Cedar Mulch	35	$21.00	$735.00
7	2 to 4 inch Arizona Riverstone for small flower bed	1	$400.00	$400.00
8	Xeriscape by front entrance	1	$850.00	$850.00
9	Soil for planters in front	1	$950.00	$950.00
10	Irrigation for front planters , xeriscape, flowerpots	1	$775.00	$775.00
11	Granite to go on top of planters as a mulch for the plants and top of front entrance xeriscape Granite path between new planters	1	$1,150.00	$1,150.00
12	Plants for planters	20	$55.00	$1,100.00
13	Mossy boulders for front entrance and courtyard gardens	1	$850.00	$850.00
5 14	Delivery of pots	1	$100.00	$100.00

	Custom-made planters for front of the building including excavation.	1	$8,500.00	$8,500.00
16	Texas Sales Tax	.0825	$20,395.00	$1,682.59

SUBTOTAL **$22,077.59**

TOTAL **$22,077.59**

Thank you for your business!



237.25″ x 50″

primitive.

Halo Lit - No install - $9,810

primitive.

Non Lit - installed - $6451

144″ x 30.4″

primitive.

Non Lit - installed - $4098

Front Entry

PLEASE READ CAREFULLY! *Your approval by signature or email indicates that all spelling, numbers and graphics are correct. Colors may change depending on your computer screen. PANTONE color system is recommended for 100% color match. Once approved, we will not be responsible for errors or omissions.* ***Reprints will be charged at the original price.***

ELITE Sign & Design

5181 69th St Ste 200 o 806 368 3643
Lubbock, TX 79424 f 806 368 3650

EliteSignDesign.com

Project	Quantity
	1
Approval Signature	Date

PROOF # 1

The first 3 proofs are FREE.
For EACH additional proof you will be charged a minimum of $15.

Price Estimate: $

This estimate is based on the current proof. Prices may become different as changes are made to the overall project. May exclude charges for install, mileage, rush fees, etc. Does not include tax.

905 Ave K – Renderings







AI# 13344
Regular City Council Meeting 5. 17.
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Spade Farms, Inc., located at 1107 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Spade Farms, Inc. is renovating their property at 1107 Avenue K, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes repairing and painting the exterior of the building, landscaping and fencing.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Spade Farms, Inc. is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Brianna Brown, Business Development Director

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Spade Farms
3.31.25

RE 25-19

RESOLUTION APPROVING
SPADE FARMS, INC., 1107 AVENUE K
DOWNTOWN GRANT PROGRAM FAÇADE AND PERMITTALBE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Spade Farms, Inc. that is renovating their property at 1107 Avenue K, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of façade work will include repairing and painting the exterior of the building, landscaping, and fencing totaling $50,000 in façade expenses. Permittable expenses will include electrical work totaling $24,949. Façade and Permittable expenses total $74,949 The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated by the original downtown grant program rules. Had the new points matrix been used, the total grant amount would have been reduced by 50% to $13,747.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Spade Farms, Inc. a Downtown Facade Grant totaling $25,000 and a Downtown Permittable Grant totaling $2,495 once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Sonny Garza, and Seconded by Director, Mr. Jordan Wheatley,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Spade Farms, Inc., 1107 Avenue K, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1107 Ave K

(Spade Farms, Inc.)

TOTAL SCOPE OF WORK = $74,949

TOTAL GRANTS = $27,495

TOTAL SCOPE OF FAÇADE WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL SCOPE OF PERMITTABLE WORK = $24,949

PERMITTABLE GRANT = $2,495

The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated with the original downtown grant program rules. Had the new points matrix been used, the grants would have been reduced by 50% to $13,747.

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1107 Ave K (Façade & Permittable)

Spade Farms, Inc. is renovating their building at 1107 Ave K, located within the Downtown TIF.

Spade Farms, Inc. is the ownership entity for the Spade Ranch in Hockley County, Texas founded in 1889 by Issac L. Ellwood, one of the inventors of barbed wire. Spade Farms is currently owned and operated by Mr. Ellwood's descendants. They have been in their current downtown Lubbock location since 1936 when the building was purchased by Mr. Ellwood's Estate. Ownership of the building was transferred to Spade Farms in 1972. They have conducted the Ranches administrative responsibilities in Downtown Lubbock for almost 100 years and look forward to the next 100.

The scope of façade work will include repairing and painting the exterior of the building, landscaping, and fencing totaling $50,000 in façade expenses. Permittable expenses will include electrical work totaling $24,949 with a grand total of $74,949 in expenses.

The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated with the original downtown grant program rules. Had the new points matrix been used, the grants would have been reduced by 50% to $13,747.

The MLI Board is being asked to consider a Downtown Façade Grant for Spade Farms, Inc. totaling $25,000 and a Downtown Permittable Grant of $2,495 at 1107 Ave K.

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted	08/07/24
Projected Project Start Date	04/15/25
Project Property Address	1107 Ave K
Property LCAD R#	107918

MLI Use Only:	
Ownership address within Lubbock County	☑
Property owned or leased less than 18 months	☐
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	Spade Farms, Inc.	Contact	Christopher Keeney
Street Address	1107 Avenue K	Title	President
City, State, Zip	Lubbock, TX 79401	Phone	806-765-8536
		Email	cekspade@gmail.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

We are going to paint and repair the exterior of the building. We plan on fixing any mortar issues with the brick, caulking around the windows and doors, and then applying a sealant to the exterior. Afterwards we will paint the outside and refinish and stain the entry doors. We also intend to remove a diseased tree from the parking lot and clean out the flower beds. We are going to remove the existing brick retaining walls and install a new metal fence. We will add irrigation to the the flower beds and replant them.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Repair & Painting Exterior of Building	$34,219	$17,110
Landscaping and Fence	$15,781	$7,891
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Repair & Painting Exterior of Building - Electrical	$24,949	$2,495
PERMITTABLE TOTAL	$24,949	$2,495
GRAND TOTAL	**$74,949**	**$27,495**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***65***	***FAÇADE GRANT***	***$12,500***
PERCENT	***50%***	***PERMITTABLE GRANT***	***$1,247***
		TOTAL GRANT	***$13,747***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
W. Ellwood Keeney, Jr.	5%	Elise K. Murchinson	5%
Leigh K. Jones	5%	Mary A. Keeney	5%

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- ☐ Copies of City permits, if applicable (obtained after initial grant app)
- ☐ Detailed/Itemized Bids
- ☐ Before Pictures
- ☐ Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- ☐ Architectural Renderings (if applicable)
- ☐ Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- ☐ Not Applicable
- ☑ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- ☐ Not Applicable
- ☑ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☑
$100,000 to $249,999	☐
$250,000 to $499,999	☐
$500,000 to $999,999	☐
$1,000,000 to $2,499,999	☐
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☑
1 - 4 FTE Jobs	☐
5 - 9 FTE Jobs	☐
10 or more FTE Jobs	☐

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): per email

Date: 8/7/2024

Points Matrix - Percent Calculation 1107 Ave K

Spade Farms, Inc.

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	15	5	0	15	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	0	10	0	0	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					40	

Property Primary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	20	30	0	20	0	5	0	20
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													20

Property Secondary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

	Future:						
Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							5

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	0
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**0**

Total Points:		**GRAND TOTAL**
<50	Not eligible	
50 to 74	50% of your project	**65**
75 to 99	75% of your project	
100 to 124	100% of your project	
125 to 149	125% of your project	
150 or more	150% of your project	

FTE Jobs New to Downtown

None (0 Points)	0
1 - 4 Jobs (5 Points)	0
5 - 9 Jobs (10 Points)	0
10 or more Jobs (20 Points)	0
New Jobs Points	**0**

Grant Payout Percentage

	FAÇADE		PERMITTABLE		TOTAL	
50%	$12,500		50%	$1,248	50%	$13,748
75%	$18,750		75%	$1,871	75%	$20,621
100%	**$25,000**		**100%**	**$2,495**	**100%**	**$27,495**
125%	$31,250		125%	$3,119	125%	$34,369
150%	$37,500		150%	$3,743	150%	$41,243

Estimate

for

Christopher Keeney
Spade Farms, Inc.
1107 Avenue K
Lubbock, TX 79401-3311
8067905775

ACME EXTERIORS

5311 North County Road 1700
Shallowater, TX 79363
806-781-7115
acmeexteriorslbk.com

Estimate No. 6281 Issued on Wed Feb 12, 2025

Qty	Name	Description	Rate	Amount	Tax
1	Demolition	Demolition fee Remove: • Cut & remove concrete (for rolling gate) 4'x8'on north side of entry and 4'x8' on the south side of entry. • Curbs to remove SW [2.5'x8"x8"]+[17'x8"x8"]+ [2.5'x8"x8"] NW [2.5'x8"x8"]+[20'x8"x8"] NW² [12.5'x8"x10"] NE [12.5'x8"x10"] • Remove brick wall: 6'x1 brick footing 4x2 with electrical L- shaped section 6x3 & 5.5x3	$2,795.00	$2,795.00	NON

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711- 3087. TCEQ's web site is: www.tceq.state.tx.us

		North center section 12x3 North east 6x3 • Tear down, remove, dirt work: level, slope, grade, clean up, haul and dispose of materials • Dig down 4'x8'x24" to prep for extra concrete.			
1	Concrete (flat work)	Fill in beds with concrete throughout property (except for under existing south tree) 3500 psi fiber mesh concrete slab Form, pour, finish, clean up Labor and Materials included. *includes 4'x8' sections (where gate will be installed) will be poured at a 24" depth!	$5,525.00	$5,525.00	NON
1	Weed Barrier	Under north tree Woven weed barrier landscape fabric installed with commercial grade stainless steel anchor pins. Labor and materials included	$100.00	$100.00	NON
1	Vealmoor	Rock under north tree Rock material cost per yard	$138.00	$138.00	NON
1	Rock Installation	Rock under north tree Rock installation cost per yard	$150.00	$150.00	TAX
1	Shrub Removal	Shrub removal: • Remove all vegetation Dwarf Yaupon Holly x9 Tree form Yaupon Holly x4 Agnus shrub x3 Haul off debris.	$1,350.00	$1,350.00	TAX
1	Tree Removal-large	Includes: tree removal, clean up, haul, dispose and stump grinding for north tree, to make room for fence and gate	$1,750.00	$1,750.00	TAX
1	Custom Wrought Iron Fence	6ft Custom Decorative Wrought Iron fencing • (1) 5ft walk through gate • (1) 17ft motorized rolling gate, with key pad and button (like garage door opener) • Black wrought iron 3 rail fence panels (5/8" x 18 guage) • Posts set in concrete	$28,921.66	$28,921.66	NON

• Weld panels to posts
• Hardware, post hinges, brackets, post caps and screws

This rate includes all labor and materials

Gate specifications and information
• Order and install Liftmaster CSL24UL Sliding gate operator.
Will include operator, safety photo eye and 4 transmitters.
All parts and labor are included.

• Provide and install a Custom built sliding cantilever gate with Comunello hardware.
Includes a custom built gate with M Series Comunello cantilever hardware to match Remington Panels, Catch post and guide roller post.
Gate and post will be powdercoated to match panels. All materials and labor for install are included.

tax	**$0.00**
estimated total	**$40,729.66**

Signature:
Signature Date:

THANK YOU FOR CONSIDERING ACME EXTERIORS

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

hello@acmeexteriorslbk.com
806-781-7115

TERMS & CONDITIONS

We accept payment by check, cash and credit. Please send checks to our main address or call with credit card info.

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711- 3087. TCEQ's web site is: www.tceq.state.tx.us

NOTE: *We will need electrician to terminate power before demo (not included in this price)

**we will need electrician to run power for gate (not included in this price)

Sergio Rojo
878 PR Anthony
Shallowater Texas 79363

lonerikandy@gmail.com

(806) 715-5196

Spade Farms Inc.
Att: Christopher Keeney

Ref: Downtown office exterior renovation

QUOTE

Quote # 0001046

Quote Date 02/11/2025

Item	Description	Unit Price	Quantity	Amount
	Scrape, prep, repair, caulk, seal and paint exterior walls and doors at 1107 Avenue K.			
	Material	11500.00	1.00	11,500.00
	Labor	2500.00	7.00	17,500.00
	Equipment rental	4500.00	1.00	4,500.00

NOTES: This estimate includes labor, material and any equipment needed to complete the job.

Subtotal	33,500.00
+ Tax (6.25%)	718.75
Total	34,218.75
Amount Paid	0.00
Quote	$34,218.75

1107 Ave K – Before Pictures







AI# 13345

Regular City Council Meeting **5. 18.**

04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Spade Farms, Inc., located at 1107 Avenue K, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Spade Farms, Inc. is renovating their property at 1107 Avenue K, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes electrical work.

The cost of the project is estimated to be $24,949, and the requested grant amount it $2,495. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $24,949, with $2,495 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Spade Farms, Inc. is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brianna Brown, Business Development Director

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Spade Farms
3.31.25

RE 25-19

RESOLUTION APPROVING
SPADE FARMS, INC., 1107 AVENUE K
DOWNTOWN GRANT PROGRAM FAÇADE AND PERMITTALBE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Spade Farms, Inc. that is renovating their property at 1107 Avenue K, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of façade work will include repairing and painting the exterior of the building, landscaping, and fencing totaling $50,000 in façade expenses. Permittable expenses will include electrical work totaling $24,949. Façade and Permittable expenses total $74,949 The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated by the original downtown grant program rules. Had the new points matrix been used, the total grant amount would have been reduced by 50% to $13,747.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Spade Farms, Inc. a Downtown Facade Grant totaling $25,000 and a Downtown Permittable Grant totaling $2,495 once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Sonny Garza, and Seconded by Director, Mr. Jordan Wheatley,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Spade Farms, Inc., 1107 Avenue K, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1107 Ave K

(Spade Farms, Inc.)

TOTAL SCOPE OF WORK = $74,949

TOTAL GRANTS = $27,495

TOTAL SCOPE OF FAÇADE WORK = $50,000

FAÇADE GRANT = $25,000

TOTAL SCOPE OF PERMITTABLE WORK = $24,949

PERMITTABLE GRANT = $2,495

The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated with the original downtown grant program rules. Had the new points matrix been used, the grants would have been reduced by 50% to $13,747.

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1107 Ave K (Façade & Permittable)

Spade Farms, Inc. is renovating their building at 1107 Ave K, located within the Downtown TIF.

Spade Farms, Inc. is the ownership entity for the Spade Ranch in Hockley County, Texas founded in 1889 by Issac L. Ellwood, one of the inventors of barbed wire. Spade Farms is currently owned and operated by Mr. Ellwood's descendants. They have been in their current downtown Lubbock location since 1936 when the building was purchased by Mr. Ellwood's Estate. Ownership of the building was transferred to Spade Farms in 1972. They have conducted the Ranches administrative responsibilities in Downtown Lubbock for almost 100 years and look forward to the next 100.

The scope of façade work will include repairing and painting the exterior of the building, landscaping, and fencing totaling $50,000 in façade expenses. Permittable expenses will include electrical work totaling $24,949 with a grand total of $74,949 in expenses.

The initial grant application for this project was received prior to January 1, 2025. Therefore, it has been evaluated with the original downtown grant program rules. Had the new points matrix been used, the grants would have been reduced by 50% to $13,747.

The MLI Board is being asked to consider a Downtown Façade Grant for Spade Farms, Inc. totaling $25,000 and a Downtown Permittable Grant of $2,495 at 1107 Ave K.

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted	08/07/24
Projected Project Start Date	04/15/25
Project Property Address	1107 Ave K
Property LCAD R#	107918

MLI Use Only:	
Ownership address within Lubbock County	☑
Property owned or leased less than 18 months	☐
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	Spade Farms, Inc.	Contact	Christopher Keeney
Street Address	1107 Avenue K	Title	President
City, State, Zip	Lubbock, TX 79401	Phone	806-765-8536
		Email	cekspade@gmail.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

We are going to paint and repair the exterior of the building. We plan on fixing any mortar issues with the brick, caulking around the windows and doors, and then applying a sealant to the exterior. Afterwards we will paint the outside and refinish and stain the entry doors. We also intend to remove a diseased tree from the parking lot and clean out the flower beds. We are going to remove the existing brick retaining walls and install a new metal fence. We will add irrigation to the the flower beds and replant them.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Repair & Painting Exterior of Building	$34,219	$17,110
Landscaping and Fence	$15,781	$7,891
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Repair & Painting Exterior of Building - Electrical	$24,949	$2,495
PERMITTABLE TOTAL	$24,949	$2,495
GRAND TOTAL	**$74,949**	**$27,495**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***65***	***FAÇADE GRANT***	***$12,500***
PERCENT	***50%***	***PERMITTABLE GRANT***	***$1,247***
		TOTAL GRANT	***$13,747***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
W. Ellwood Keeney, Jr.	5%	Elise K. Murchinson	5%
Leigh K. Jones	5%	Mary A. Keeney	5%

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- ☐ Copies of City permits, if applicable (obtained after initial grant app)
- ☐ Detailed/Itemized Bids
- ☐ Before Pictures
- ☐ Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- ☐ Architectural Renderings (if applicable)
- ☐ Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- ☐ Not Applicable
- ☑ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- ☐ Not Applicable
- ☑ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☑
$100,000 to $249,999	☐
$250,000 to $499,999	☐
$500,000 to $999,999	☐
$1,000,000 to $2,499,999	☐
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☑
1 - 4 FTE Jobs	☐
5 - 9 FTE Jobs	☐
10 or more FTE Jobs	☐

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): per email

Date: 8/7/2024

Points Matrix - Percent Calculation 1107 Ave K

Spade Farms, Inc.

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	15	5	0	15	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	0	10	0	0	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					40	

Property Primary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	20	30	0	20	0	5	0	20
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													20

Property Secondary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

	Future:						
Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							5

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	0
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**0**

Total Points:		**GRAND TOTAL**
<50	Not eligible	
50 to 74	50% of your project	**65**
75 to 99	75% of your project	
100 to 124	100% of your project	
125 to 149	125% of your project	
150 or more	150% of your project	

FTE Jobs New to Downtown

None (0 Points)	0
1 - 4 Jobs (5 Points)	0
5 - 9 Jobs (10 Points)	0
10 or more Jobs (20 Points)	0
New Jobs Points	**0**

Grant Payout Percentage

	FAÇADE		PERMITTABLE		TOTAL	
50%	$12,500		50%	$1,248	50%	$13,748
75%	$18,750		75%	$1,871	75%	$20,621
100%	**$25,000**		**100%**	**$2,495**	**100%**	**$27,495**
125%	$31,250		125%	$3,119	125%	$34,369
150%	$37,500		150%	$3,743	150%	$41,243

Estimate

for

Christopher Keeney
Spade Farms, Inc.
1107 Avenue K
Lubbock, TX 79401-3311
8067905775

ACME EXTERIORS

5311 North County Road 1700
Shallowater, TX 79363
806-781-7115
acmeexteriorslbk.com

Estimate No. 6281 Issued on Wed Feb 12, 2025

Qty	Name	Description	Rate	Amount	Tax
1	Demolition	Demolition fee Remove: • Cut & remove concrete (for rolling gate) 4'x8'on north side of entry and 4'x8' on the south side of entry. • Curbs to remove SW [2.5'x8"x8"]+[17'x8"x8"]+ [2.5'x8"x8"] NW [2.5'x8"x8"]+[20'x8"x8"] NW² [12.5'x8"x10"] NE [12.5'x8"x10"] • Remove brick wall: 6'x1 brick footing 4x2 with electrical L- shaped section 6x3 & 5.5x3	$2,795.00	$2,795.00	NON

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711- 3087. TCEQ's web site is: www.tceq.state.tx.us

		North center section 12x3 North east 6x3 • Tear down, remove, dirt work: level, slope, grade, clean up, haul and dispose of materials • Dig down 4'x8'x24" to prep for extra concrete.			
1	Concrete (flat work)	Fill in beds with concrete throughout property (except for under existing south tree) 3500 psi fiber mesh concrete slab Form, pour, finish, clean up Labor and Materials included. *includes 4'x8' sections (where gate will be installed) will be poured at a 24" depth!	$5,525.00	$5,525.00	NON
1	Weed Barrier	Under north tree Woven weed barrier landscape fabric installed with commercial grade stainless steel anchor pins. Labor and materials included	$100.00	$100.00	NON
1	Vealmoor	Rock under north tree Rock material cost per yard	$138.00	$138.00	NON
1	Rock Installation	Rock under north tree Rock installation cost per yard	$150.00	$150.00	TAX
1	Shrub Removal	Shrub removal: • Remove all vegetation Dwarf Yaupon Holly x9 Tree form Yaupon Holly x4 Agnus shrub x3 Haul off debris.	$1,350.00	$1,350.00	TAX
1	Tree Removal-large	Includes: tree removal, clean up, haul, dispose and stump grinding for north tree, to make room for fence and gate	$1,750.00	$1,750.00	TAX
1	Custom Wrought Iron Fence	6ft Custom Decorative Wrought Iron fencing • (1) 5ft walk through gate • (1) 17ft motorized rolling gate, with key pad and button (like garage door opener) • Black wrought iron 3 rail fence panels (5/8" x 18 guage) • Posts set in concrete	$28,921.66	$28,921.66	NON

• Weld panels to posts
• Hardware, post hinges, brackets, post caps and screws

This rate includes all labor and materials

Gate specifications and information
• Order and install Liftmaster CSL24UL Sliding gate operator.
Will include operator, safety photo eye and 4 transmitters.
All parts and labor are included.

• Provide and install a Custom built sliding cantilever gate with Comunello hardware.
Includes a custom built gate with M Series Comunello cantilever hardware to match Remington Panels, Catch post and guide roller post.
Gate and post will be powdercoated to match panels. All materials and labor for install are included.

tax	**$0.00**
estimated total	**$40,729.66**

Signature:
Signature Date:

THANK YOU FOR CONSIDERING ACME EXTERIORS

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

hello@acmeexteriorslbk.com
806-781-7115

TERMS & CONDITIONS

We accept payment by check, cash and credit. Please send checks to our main address or call with credit card info.

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711- 3087. TCEQ's web site is: www.tceq.state.tx.us

NOTE: *We will need electrician to terminate power before demo (not included in this price)

**we will need electrician to run power for gate (not included in this price)

Sergio Rojo
878 PR Anthony
Shallowater Texas 79363

lonerikandy@gmail.com

(806) 715-5196

Spade Farms Inc.
Att: Christopher Keeney

Ref: Downtown office exterior renovation

QUOTE

Quote # 0001046

Quote Date 02/11/2025

Item	Description	Unit Price	Quantity	Amount
	Scrape, prep, repair, caulk, seal and paint exterior walls and doors at 1107 Avenue K.			
	Material	11500.00	1.00	11,500.00
	Labor	2500.00	7.00	17,500.00
	Equipment rental	4500.00	1.00	4,500.00

NOTES: This estimate includes labor, material and any equipment needed to complete the job.

Subtotal	33,500.00
+ Tax (6.25%)	718.75
Total	34,218.75
Amount Paid	0.00
Quote	$34,218.75

1107 Ave K – Before Pictures







AI# 13346

Regular City Council Meeting **5. 19.**

04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to LBK 1201-17 LLC, located at 1203 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

LBK 1201-17 LLC is renovating their property at 1203 17th Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes construction of a new office building.

The cost of the project is estimated to be $50,000, and the requested grant amount is $31,250. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $31,250 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to LBK 1201-17, LLC is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – LBK 1201-17
3.31.25

RE 25-20

RESOLUTION APPROVING
LBK 120-17, LLC, 1203 17TH STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to LBK 1201-17, LLC that is renovating their property at 1203 17th Street, which is located in the Downtown TIF as designated by the City of Lubbock.

John Garcia, owner of 1201-17, LLC, is constructing a new office building at 1203 17th Street. With the new building scope of work, façade expenses will total $50,000 and permittable expenses will total $850,000 for a grand total of $900,000 in expenses. The Points Matrix Worksheet total equaled 125 points, equating to 125% of the baseline grant amount.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant LBK 1201-17, LLC, a Downtown Façade Grant totaling $31,250 and a Downtown Permittable Grant of $106,250 at 1203 17th Street, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Mr. Robert Taylor,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with LBK 1201-17, LLC, 1203 17th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1203 17th St.

(LBK 1201-17 LLC)

TOTAL SCOPE OF WORK = $900,000

TOTAL GRANTS = $137,500 *(125% of $110,000 baseline)*

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $31,250 (125% of $25,000 baseline)

TOTAL PERMITTABLE SCOPE OF WORK = $850,000

PERMITTABLE GRANT = $106,250 *(125% of $85,000 baseline)*

BASED ON THE POINTS MATRIX PROGRAM

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1203 17th St. (Façade and Permittable)

John Garcia (LBK 1201-17 LLC) is constructing a new office building at 1203 17th St., located in the Downtown TIF.

John is a business Owner of bld. architects llc. with 14 years of experience who provides professional architectural services to Lubbock, Midland, Odessa and surrounding communities. Although being a business owner comes with its challenges and dedication to day-to-day operations, project management and quality control, John also spends his time building & designing homes, finishing out small commercial spaces and renovating projects.

In his spare time, John enjoys bringing laughter to the lives of his Wife and 3 Children, family and friends. Being downtown, close to the community he serves, has been an important principal for his company. As an architect designing buildings and spaces for people, John believes that the downtown area in all communities should be healthy, social, vibrant and diverse. He chose to establish his office and business in downtown Lubbock to be part of the revitalization efforts and do his part in the business development by bringing people downtown for work, meetings, food and community.

Lubbock is his hometown and he has lived here his entire life. He has watched the downtown area dilapidate prior to the revitalization efforts, Citizens Tower & the Buddy Holly Performing Arts Center and hopes to be part of the next chapter of downtown Lubbock to give the next generation a downtown to be proud of.

With the new building scope of work, façade expenses will total $50,000 and permittable expenses will total $850,000 for a grand total of $900,000 in expenses.

The Points Matrix Worksheet total equaled 125 points, equating to 125% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for LBK 1201-17 LLC totaling $31,250 and a Downtown Permittable Grant totaling $106,250 at 1203 17th St.

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted	11/22/23
Projected Project Start Date	TBD
Project Property Address	1203 17th St., Lubbock, TX 79401
Property LCAD R#	125679

MLI Use Only:	
Ownership address within Lubbock County	☑
Property owned or leased less than 18 months	☑
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	LBK 1201-17, LLC	Contact	John Garcia
Street Address	6219 PR 6460	Title	Owner
City, State, Zip	Lubbock, TX 79416	Phone	806-252-7719
		Email	j.garcia@bldarch.net

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

Construction of a new office building.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Façade	$50,000	$25,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Permittable	$850,000	$85,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
PERMITTABLE TOTAL	$850,000	$85,000
GRAND TOTAL	**$900,000**	**$110,000**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***125***	***FAÇADE GRANT***	***$31,250***
PERCENT	***125%***	***PERMITTABLE GRANT***	***$106,250***
		TOTAL GRANT	***$137,500***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
David Garcia	30%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- [x] Copies of City permits, if applicable (obtained after initial grant app)
- [x] Detailed/Itemized Bids
- [x] Before Pictures
- [ ] Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- [x] Architectural Renderings (if applicable)
- [x] Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)		FUTURE PRIMARY USE (sf) (Choose One)	
Parking Lot Surface	☑	Parking Lot Surface	☐
Parking Garage: Private	☐	Parking Garage: Private	☐
Parking Garage: Public	☐	Parking Garage: Public	☐
Storage/Vacant	☐	Storage/Vacant	☐
Operating Business: Non-Profit	☐	Operating Business: Non-Profit	☐
Operating Business: For-Profit	☐	Operating Business: For-Profit	☑
Residential: Market Rate	☐	Residential: Market Rate	☐
Residential: Affordable	☐	Residential: Affordable	☐

CURRENT SECONDARY USE (sf) (Choose One)		FUTURE SECONDARY USE (sf) (Choose One)	
Not Applicable	☑	Not Applicable	☑
Parking Lot Surface	☐	Parking Lot Surface	☐
Parking Garage: Private	☐	Parking Garage: Private	☐
Parking Garage: Public	☐	Parking Garage: Public	☐
Storage/Vacant	☐	Storage/Vacant	☐
Operating Business: Non-Profit	☐	Operating Business: Non-Profit	☐
Operating Business: For-Profit	☐	Operating Business: For-Profit	☐
Residential: Market Rate	☐	Residential: Market Rate	☐
Residential: Affordable	☐	Residential: Affordable	☐

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☐
$100,000 to $249,999	☐
$250,000 to $499,999	☐
$500,000 to $999,999	☑
$1,000,000 to $2,499,999	☐
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☐
1 - 4 FTE Jobs	☐
5 - 9 FTE Jobs	☑
10 or more FTE Jobs	☐

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☑

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☑

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☑
- Are permits required for any aspect of the scope of work? ☑
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): John Garcia via email

Date: 11/22/2023

Points Matrix - Percent Calculation 1203 17th St.

LBK 1201-17,LLC

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	0	5	0	0	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	25	10	0	25	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					50	

Property Primary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	50	50	0	35	0	20	0	50
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													50

Property Secondary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

	Future:						
Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							5

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	0
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	10
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**10**

Total Points:

		GRAND TOTAL
<50	Not eligible	
50 to 74	50% of your project	**125**
75 to 99	75% of your project	
100 to 124	100% of your project	
125 to 149	125% of your project	
150 or more	150% of your project	

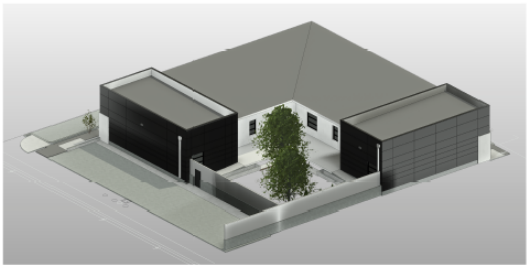
Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$42,500	50%	$55,000
1 - 4 Jobs (5 Points)	0	75%	$18,750	75%	$63,750	75%	$82,500
5 - 9 Jobs (10 Points)	10	**100%**	**$25,000**	**100%**	**$85,000**	**100%**	**$110,000**
10 or more Jobs (20 Points)	0	125%	$31,250	125%	$106,250	125%	$137,500
New Jobs Points	**10**	150%	$37,500	150%	$127,500	150%	$165,000

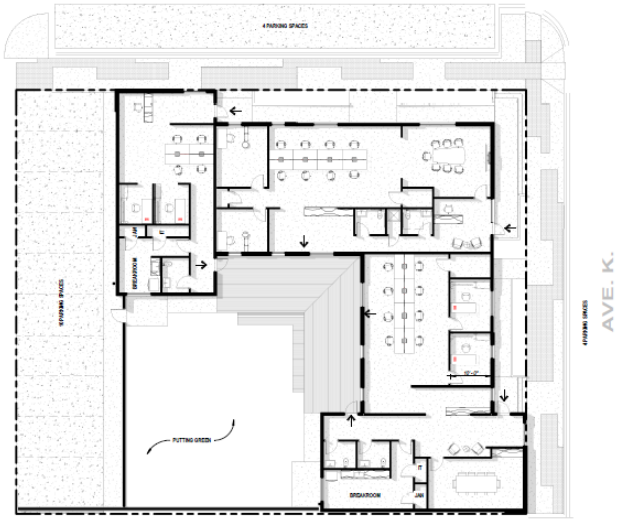








17TH STREET



A3 FLOOR PLAN - LEASE SPACE
3/32" = 1'-0"

bld. arch.
architects
planners
designers
consultants

PROJECT
LBK1201 - 17, LLC.
NEW COMMERCIAL SHELL BUILDING
1203 17th st.
LUBBOCK Tx, 79401

00 01.07.2025 100% CONSTRUCTION DOCUMENTS

LEASE SPACE DIAGRAM

XA-01

Project Number 2025-11

LBK1201-17 _ Property Development

bld. architects

3.06.2024

GENRAL REQUIREMENTS / COST OF WORK	qty	unit	cost	total
General Conditions	3.00	Unit	$5,000.00	$15,000.00
Building Permit	6000.00	Unit	$0.30	$1,800.00
Impact Fees	0.00	Unit	$0.00	$0.00
			Total	**$16,800.00**

DEMOLITION	qty	unit	cost	total
Site Demolition	1.00	sf	$4,000.00	$4,000.00
Demo Curb and Gutter (118lnft)	1.00		$1,180.00	$1,180.00
			Total	**$5,180.00**

EARTHWORK	qty	unit	cost	total
Grubbing / Fill, Fine Grading	13000.00	sf	$0.80	$10,400.00
Termite Control	6000.00	sf	$0.50	$3,000.00
Vapor Barrier	6000.00	sf	$0.50	$3,000.00
			Total	**$16,400.00**

FOUNDATION / FLATOWRK	qty	unit	cost	total
Concrete Footings Material	52.00	cy	$180.00	$9,360.00
Foundations & Slab -on-Grade - Material	75.00	cy	$180.00	$13,500.00
Foundations & Slab -on-Grade - Labor	5800.00	sf	$6.00	$34,800.00
Site Concrete - Material (4" Pavement)	15.00	cy	$180.00	$2,700.00
Site Concrete - Labor (4" Pavement)	1200.00	sf	$2.50	$3,000.00
Site Concrete - Material (6" Pavement)	45.00	cy	$180.00	$8,100.00
Site Concrete - Labor (6" Pavement)	3500.00	sf	$5.00	$17,500.00
Site Concrete - Curb and Gutter (24" - 259lnft	1.00	sf	$6,500.00	$6,500.00
Brick Pavers	1500.00	sf	$12.00	$18,000.00
Concrete retaining Wall / board-formed walls	20.00	cy	$165.00	$3,300.00
Concrete retaining Wall / board-formed walls	200.00	ln	$60.00	$12,000.00
Concrete Planters - Materials	7.00	cy	$165.00	$1,155.00
Concrete Planters - Labor	154.00	ln	$20.00	$3,080.00
Concrete Fence Base - Material	1.00	cy	$4,000.00	$4,000.00
Concrete Fence - Labor	150.00	ln	$28.47	$4,270.00
			Total	**$141,265.00**

FRAMING & DECKING	qty	unit	cost	total
Framing, decking and anchor material	6000.00	sf	$12.00	$72,000.00
Framing Labor	6000.00	sf	$7.00	$42,000.00
Insulation	6000.00	sf	$1.25	$7,500.00
Patio Decking	1200.00	sf	$8.00	$9,600.00
Misc. Steel Errection	1.00	unit	$18,000.00	$18,000.00
			Total	**$149,100.00**

EXT. FINISHES	qty	unit	cost	total
EIFS	5000.00	sf	$9.00	$45,000.00
Fiber Cement Board	5000.00	sf	$16.00	$80,000.00
Joint Sealants	1.00	sf	$2,500.00	$2,500.00
			Total	**$127,500.00**

ROOFING	qty	unit	cost	total
Material & Labor	6800.00	sf	$12.00	$81,600.00
Gutters & Downspouts	1.00	Lnft	$5,000.00	$5,000.00
			Total	**$86,600.00**

OPENINGS	qty	unit	cost	total
Storefronts & Storefronts Doors	1.00	units	$95,000.00	$95,000.00
			Total	**$95,000.00**

Interior Finishes	qty	unit	cost	total
Flooring Tile & labor	32.00	sf	$15.00	$480.00
Carpet	500.00	sf	$6.00	$3,000.00
Seal coating	2500.00	sf	$0.55	$1,375.00
Drywall, TBT(15sf) Material Cost (4X8)	2500.00	Unit	$4.00	$10,000.00
Paint & labor	2500.00	sf	$4.00	$10,000.00
Millwork and counters - total	20.00	LnFt	$250.00	$5,000.00
Trim Base, doors and windows	2500.00	LnFt	$1.40	$3,500.00
Cabinet stain	0.00	Unit	$0.00	$0.00
Backsplash	0.00	Unit	$0.00	$0.00
Interior Doors	6.00	Unit	$800.00	$4,800.00
			Total	**$38,155.00**

Plumbing	qty	unit	cost	total
Material and Labor	1.00	sf	$20,000.00	$20,000.00
City Plumbing Taps	4.00	unit	$4,500.00	$18,000.00
			Total	**$38,000.00**

Electrical	qty	unit	cost	total

Material and Labor	1.00	sf	$60,000.00	$60,000.00

Total	**$60,000.00**

HVAC	qty	unit	cost	total
Mechanical	2.00	Unit	$8,000.00	$16,000.00

Total	**$16,000.00**

ALLOWANCES	qty	unit	cost	total
hardware Cabinet & Closets & Install	0.00	unit	$0.00	$0.00
Light fixtures & Fans	0.00	unit	$0.00	$0.00
Appliances	0.00	unit	$0.00	$0.00
Plumbing Fixtures	6.00	unit	$250.00	$1,500.00
Temporary Fencing	1.00	unit	$2,500.00	$2,500.00
Ornamental fencing	150.00	LnFt	$200.00	$30,000.00
Dump and Toilet Fees	2.00	Unit	$3,500.00	$7,000.00
Landscaping	1.00	Unit	$35,000.00	$35,000.00

Total	**$76,000.00**

		Project Totals
Construction Total	Total	$866,000.00
General Liability Insurance & Builders Risk	0.4%	$4,000.00
General Contractors Profit / fee	0%	$0.00
Construction Contingency		$30,000.00
Total Cost of Construction		**$900,000.00**

AI# 13347

Regular City Council Meeting **5. 20.**
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to LBK 1201-17 LLC, located at 1203 17th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

LBK 1201-17 LLC is renovating their property at 1203 17th Street, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes the construction of a new office building.

The cost of the project is estimated to be $850,000, and the requested grant amount is $106,250. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $850,000, with $106,250 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to LBK 1201-17, LLC is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – LBK 1201-17
3.31.25

RE 25-20

RESOLUTION APPROVING
LBK 120-17, LLC, 1203 17TH STREET
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to LBK 1201-17, LLC that is renovating their property at 1203 17th Street, which is located in the Downtown TIF as designated by the City of Lubbock.

John Garcia, owner of 1201-17, LLC, is constructing a new office building at 1203 17th Street. With the new building scope of work, façade expenses will total $50,000 and permittable expenses will total $850,000 for a grand total of $900,000 in expenses. The Points Matrix Worksheet total equaled 125 points, equating to 125% of the baseline grant amount.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant LBK 1201-17, LLC, a Downtown Façade Grant totaling $31,250 and a Downtown Permittable Grant of $106,250 at 1203 17th Street, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Blake Womble, and Seconded by Director, Mr. Robert Taylor,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with LBK 1201-17, LLC, 1203 17th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1203 17th St.

(LBK 1201-17 LLC)

TOTAL SCOPE OF WORK = $900,000

TOTAL GRANTS = $137,500 *(125% of $110,000 baseline)*

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $31,250 (125% of $25,000 baseline)

TOTAL PERMITTABLE SCOPE OF WORK = $850,000

PERMITTABLE GRANT = $106,250 *(125% of $85,000 baseline)*

BASED ON THE POINTS MATRIX PROGRAM

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1203 17th St. (Façade and Permittable)

John Garcia (LBK 1201-17 LLC) is constructing a new office building at 1203 17th St., located in the Downtown TIF.

John is a business Owner of bld. architects llc. with 14 years of experience who provides professional architectural services to Lubbock, Midland, Odessa and surrounding communities. Although being a business owner comes with its challenges and dedication to day-to-day operations, project management and quality control, John also spends his time building & designing homes, finishing out small commercial spaces and renovating projects.

In his spare time, John enjoys bringing laughter to the lives of his Wife and 3 Children, family and friends. Being downtown, close to the community he serves, has been an important principal for his company. As an architect designing buildings and spaces for people, John believes that the downtown area in all communities should be healthy, social, vibrant and diverse. He chose to establish his office and business in downtown Lubbock to be part of the revitalization efforts and do his part in the business development by bringing people downtown for work, meetings, food and community.

Lubbock is his hometown and he has lived here his entire life. He has watched the downtown area dilapidate prior to the revitalization efforts, Citizens Tower & the Buddy Holly Performing Arts Center and hopes to be part of the next chapter of downtown Lubbock to give the next generation a downtown to be proud of.

With the new building scope of work, façade expenses will total $50,000 and permittable expenses will total $850,000 for a grand total of $900,000 in expenses.

The Points Matrix Worksheet total equaled 125 points, equating to 125% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for LBK 1201-17 LLC totaling $31,250 and a Downtown Permittable Grant totaling $106,250 at 1203 17th St.

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects Phone: 806.749.4500
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401 Email: jorge@marketlubbock.org

Date Initial Application Submitted	11/22/23
Projected Project Start Date	TBD
Project Property Address	1203 17th St., Lubbock, TX 79401
Property LCAD R#	125679

MLI Use Only:	
Ownership address within Lubbock County	☑
Property owned or leased less than 18 months	☑
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	LBK 1201-17, LLC	Contact	John Garcia
Street Address	6219 PR 6460	Title	Owner
City, State, Zip	Lubbock, TX 79416	Phone	806-252-7719
		Email	j.garcia@bldarch.net

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

Construction of a new office building.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Façade	$50,000	$25,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Permittable	$850,000	$85,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
PERMITTABLE TOTAL	$850,000	$85,000
GRAND TOTAL	**$900,000**	**$110,000**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***125***	***FAÇADE GRANT***	***$31,250***
PERCENT	***125%***	***PERMITTABLE GRANT***	***$106,250***
		TOTAL GRANT	***$137,500***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
David Garcia	30%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- [x] Copies of City permits, if applicable (obtained after initial grant app)
- [x] Detailed/Itemized Bids
- [x] Before Pictures
- [ ] Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- [x] Architectural Renderings (if applicable)
- [x] Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)		FUTURE PRIMARY USE (sf) (Choose One)	
Parking Lot Surface	☑	Parking Lot Surface	☐
Parking Garage: Private	☐	Parking Garage: Private	☐
Parking Garage: Public	☐	Parking Garage: Public	☐
Storage/Vacant	☐	Storage/Vacant	☐
Operating Business: Non-Profit	☐	Operating Business: Non-Profit	☐
Operating Business: For-Profit	☐	Operating Business: For-Profit	☑
Residential: Market Rate	☐	Residential: Market Rate	☐
Residential: Affordable	☐	Residential: Affordable	☐

CURRENT SECONDARY USE (sf) (Choose One)		FUTURE SECONDARY USE (sf) (Choose One)	
Not Applicable	☑	Not Applicable	☑
Parking Lot Surface	☐	Parking Lot Surface	☐
Parking Garage: Private	☐	Parking Garage: Private	☐
Parking Garage: Public	☐	Parking Garage: Public	☐
Storage/Vacant	☐	Storage/Vacant	☐
Operating Business: Non-Profit	☐	Operating Business: Non-Profit	☐
Operating Business: For-Profit	☐	Operating Business: For-Profit	☐
Residential: Market Rate	☐	Residential: Market Rate	☐
Residential: Affordable	☐	Residential: Affordable	☐

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☐
$100,000 to $249,999	☐
$250,000 to $499,999	☐
$500,000 to $999,999	☑
$1,000,000 to $2,499,999	☐
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☐
1 - 4 FTE Jobs	☐
5 - 9 FTE Jobs	☑
10 or more FTE Jobs	☐

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☑

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☑

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☑
- Are permits required for any aspect of the scope of work? ☑
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): John Garcia via email

Date: 11/22/2023

Points Matrix - Percent Calculation 1203 17th St.

LBK 1201-17,LLC

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	0	5	0	0	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	25	10	0	25	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					50	

Property Primary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	50	50	0	35	0	20	0	50
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													50

Property Secondary Use (sf)
Choose 1

			Future (Choose 1)										
Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

	Future:						
Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							5

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	0
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	10
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**10**

Total Points:

		GRAND TOTAL
<50	Not eligible	
50 to 74	50% of your project	**125**
75 to 99	75% of your project	
100 to 124	100% of your project	
125 to 149	125% of your project	
150 or more	150% of your project	

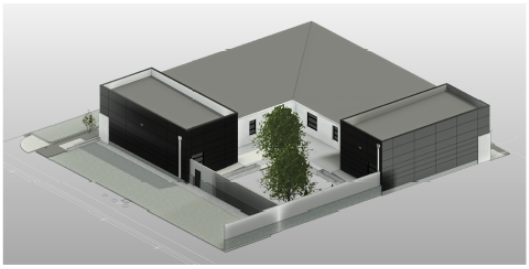
Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$42,500	50%	$55,000
1 - 4 Jobs (5 Points)	0	75%	$18,750	75%	$63,750	75%	$82,500
5 - 9 Jobs (10 Points)	10	**100%**	**$25,000**	**100%**	**$85,000**	**100%**	**$110,000**
10 or more Jobs (20 Points)	0	125%	$31,250	125%	$106,250	125%	$137,500
New Jobs Points	**10**	150%	$37,500	150%	$127,500	150%	$165,000

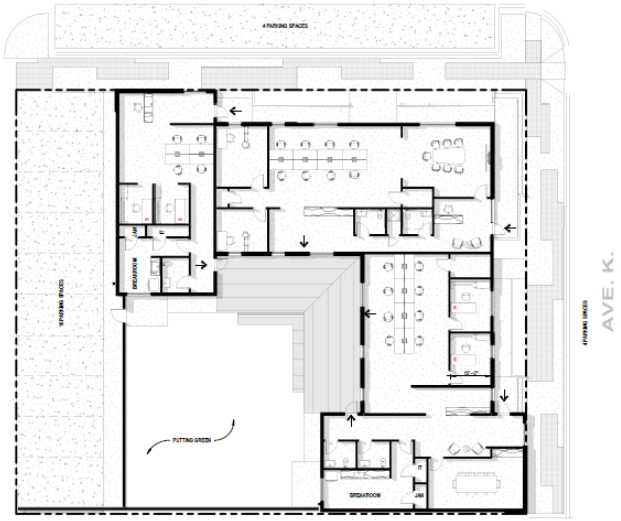








17TH STREET



A3 FLOOR PLAN - LEASE SPACE
3/32" = 1'-0"

bld. arch.
architects
planners
designers
consultants

PROJECT
LBK1201 - 17, LLC.
NEW COMMERCIAL SHELL BUILDING
1203 17th st.
LUBBOCK Tx, 79401

00 01.07.2025 100% CONSTRUCTION DOCUMENTS

LEASE SPACE DIAGRAM

XA-01

Project Number 2025-11

LBK1201-17 _ Property Development

bld. architects

3.06.2024

GENRAL REQUIREMENTS / COST OF WORK	qty	unit	cost	total
General Conditions	3.00	Unit	$5,000.00	$15,000.00
Building Permit	6000.00	Unit	$0.30	$1,800.00
Impact Fees	0.00	Unit	$0.00	$0.00
			Total	**$16,800.00**

DEMOLITION	qty	unit	cost	total
Site Demolition	1.00	sf	$4,000.00	$4,000.00
Demo Curb and Gutter (118lnft)	1.00		$1,180.00	$1,180.00
			Total	**$5,180.00**

EARTHWORK	qty	unit	cost	total
Grubbing / Fill, Fine Grading	13000.00	sf	$0.80	$10,400.00
Termite Control	6000.00	sf	$0.50	$3,000.00
Vapor Barrier	6000.00	sf	$0.50	$3,000.00
			Total	**$16,400.00**

FOUNDATION / FLATOWRK	qty	unit	cost	total
Concrete Footings Material	52.00	cy	$180.00	$9,360.00
Foundations & Slab -on-Grade - Material	75.00	cy	$180.00	$13,500.00
Foundations & Slab -on-Grade - Labor	5800.00	sf	$6.00	$34,800.00
Site Concrete - Material (4" Pavement)	15.00	cy	$180.00	$2,700.00
Site Concrete - Labor (4" Pavement)	1200.00	sf	$2.50	$3,000.00
Site Concrete - Material (6" Pavement)	45.00	cy	$180.00	$8,100.00
Site Concrete - Labor (6" Pavement)	3500.00	sf	$5.00	$17,500.00
Site Concrete - Curb and Gutter (24" - 259lnft	1.00	sf	$6,500.00	$6,500.00
Brick Pavers	1500.00	sf	$12.00	$18,000.00
Concrete retaining Wall / board-formed walls	20.00	cy	$165.00	$3,300.00
Concrete retaining Wall / board-formed walls	200.00	ln	$60.00	$12,000.00
Concrete Planters - Materials	7.00	cy	$165.00	$1,155.00
Concrete Planters - Labor	154.00	ln	$20.00	$3,080.00
Concrete Fence Base - Material	1.00	cy	$4,000.00	$4,000.00
Concrete Fence - Labor	150.00	ln	$28.47	$4,270.00
			Total	**$141,265.00**

FRAMING & DECKING	qty	unit	cost	total
Framing, decking and anchor material	6000.00	sf	$12.00	$72,000.00
Framing Labor	6000.00	sf	$7.00	$42,000.00
Insulation	6000.00	sf	$1.25	$7,500.00
Patio Decking	1200.00	sf	$8.00	$9,600.00
Misc. Steel Errection	1.00	unit	$18,000.00	$18,000.00
			Total	**$149,100.00**

EXT. FINISHES	qty	unit	cost	total
EIFS	5000.00	sf	$9.00	$45,000.00
Fiber Cement Board	5000.00	sf	$16.00	$80,000.00
Joint Sealants	1.00	sf	$2,500.00	$2,500.00
			Total	**$127,500.00**

ROOFING	qty	unit	cost	total
Material & Labor	6800.00	sf	$12.00	$81,600.00
Gutters & Downspouts	1.00	Lnft	$5,000.00	$5,000.00
			Total	**$86,600.00**

OPENINGS	qty	unit	cost	total
Storefronts & Storefronts Doors	1.00	units	$95,000.00	$95,000.00
			Total	**$95,000.00**

Interior Finishes	qty	unit	cost	total
Flooring Tile & labor	32.00	sf	$15.00	$480.00
Carpet	500.00	sf	$6.00	$3,000.00
Seal coating	2500.00	sf	$0.55	$1,375.00
Drywall, TBT(15sf) Material Cost (4X8)	2500.00	Unit	$4.00	$10,000.00
Paint & labor	2500.00	sf	$4.00	$10,000.00
Millwork and counters - total	20.00	LnFt	$250.00	$5,000.00
Trim Base, doors and windows	2500.00	LnFt	$1.40	$3,500.00
Cabinet stain	0.00	Unit	$0.00	$0.00
Backsplash	0.00	Unit	$0.00	$0.00
Interior Doors	6.00	Unit	$800.00	$4,800.00
			Total	**$38,155.00**

Plumbing	qty	unit	cost	total
Material and Labor	1.00	sf	$20,000.00	$20,000.00
City Plumbing Taps	4.00	unit	$4,500.00	$18,000.00
			Total	**$38,000.00**

Electrical	qty	unit	cost	total

Material and Labor	1.00	sf	$60,000.00	$60,000.00

Total	**$60,000.00**

HVAC	qty	unit	cost	total
Mechanical	2.00	Unit	$8,000.00	$16,000.00

Total	**$16,000.00**

ALLOWANCES	qty	unit	cost	total
hardware Cabinet & Closets & Install	0.00	unit	$0.00	$0.00
Light fixtures & Fans	0.00	unit	$0.00	$0.00
Appliances	0.00	unit	$0.00	$0.00
Plumbing Fixtures	6.00	unit	$250.00	$1,500.00
Temporary Fencing	1.00	unit	$2,500.00	$2,500.00
Ornamental fencing	150.00	LnFt	$200.00	$30,000.00
Dump and Toilet Fees	2.00	Unit	$3,500.00	$7,000.00
Landscaping	1.00	Unit	$35,000.00	$35,000.00

Total	**$76,000.00**

		Project Totals
Construction Total	Total	$866,000.00
General Liability Insurance & Builders Risk	0.4%	$4,000.00
General Contractors Profit / fee	0%	$0.00
Construction Contingency		$30,000.00
Total Cost of Construction		**$900,000.00**

AI# 13348
Regular City Council Meeting 5. 21.
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Keeton Events, LLC, dba Gayle's Event Rentals, located at 1615 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Gayle's Event Rentals is renovating their property at 1615 Avenue F, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes renovation of overhead doors and parking lot.

The cost of the project is estimated to be $50,562, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,562, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Keeton Events, LLC dba Gayle's Event Rentals is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Gayle's Event Rentals
3.31.25

RE 25-21

RESOLUTION APPROVING
KEETON EVENTS, LLC dba GAYLE'S EVENT RENTALS, 1615 AVENUE F
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Keeton Events, LLC dba Gayle's Event Rentals that is renovating their property at 1615 Avenue F, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of the façade work will include the renovation of the overhead doors and parking lot totaling $50,562 in façade expenses. The scope of permittable work will include demolition, framing, plumbing, and electrical work totaling $159,499 in permittable expenses. Total renovation expenses are $210,061. The Points Matrix Worksheet total equaled 103 points, equating to 100% of the baseline grant amount.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Keeton Events, LLC dba Gayle's Event Rentals, a Downtown Façade Grant totaling $25,000 and a Downtown Permittable Grant of $15,950 at 1615 Avenue F, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

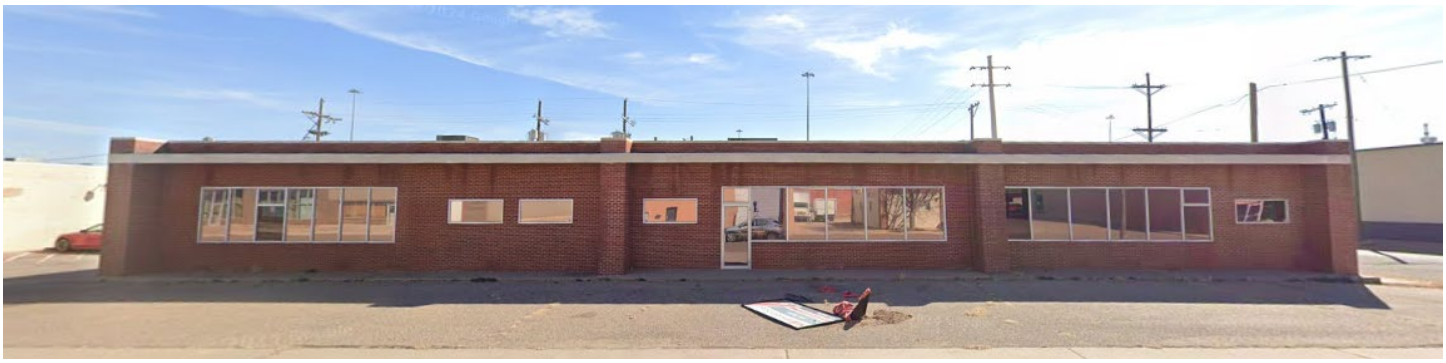
Upon Motion by Director, Mr. Jordan Wheatley, and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Keeton Events, LLC dba Gayle's Event Rentals, 1615 Avenue F, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1615 Ave F

(Keeton Events, LLC, dba Gayle's Event Rentals)

TOTAL SCOPE OF WORK = $210,061

TOTAL GRANTS = $40,950 *(100% of $40,950 baseline)*

TOTAL FAÇADE SCOPE OF WORK = $50,562

FAÇADE GRANT = $25,000 (100% of $25,000 baseline)

TOTAL PERMITTABLE SCOPE OF WORK = $159,499

PERMITTABLE GRANT = $15,950 *(100% of $15,950 baseline)*

BASED ON THE POINTS MATRIX PROGRAM

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1615 Ave F (Façade & Permittable)

Keeton Events, LLC, dba Gayle's Event Rental, is renovating their property at 1615 Ave F, located in the Downtown TIF.

Shaunna and Rodney Keeton purchased Gayle's Wedding and Party Rentals along with Festive Party Rentals from David and Kim Hodges in April of 2019. Upon the purchase, they made a slight name change and now operate under Keeton Events, LLC dba Gayle's Event Rentals. At the time of the purchase, the storefront was located at 66th and University. Within months of the purchase, by late 2019, the Covid outbreak had begun, which basically shut down any public events. The lease on the storefront building was initially $5,000 per month with an escalating lease up to $5,500 so the decision was made to warehouse the rental inventory at a cheaper, more affordable location. Over time, the warehousing rental expense increased from approximately $3,500 per month to $4,250 currently. The business survived with capital injection from personal income and limited events, a large part of that being outside funeral services and other smaller events that continued to occur during Covid. Since Covid, the business has been increasing, even without a proper showroom for Shaunna to exhibit her skills as a decorator, event coordinator and creator for special events such as weddings, quinceañeras, fund raising events, etc. Keeton Events currently has approximately 8600 square feet of storage facilities rented. The building under contract is about 9,300 square feet and can be utilized for both storage and a showroom which will allow for Shaunna to have most of her rental inventory in one location and to set up a much more efficient business which, along with having a storefront, should increase income and business stability.

The scope of façade work will include the renovation of the overhead doors and parking lot totaling $50,562 in façade expenses. The scope of permittable work will include demolition, framing, plumbing, and electrical work totaling $159,499 in permittable expenses. Total expenses of $210,061.

The Points Matrix Worksheet total equaled 103 points, equating to 100% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for Keeton Events, LLC totaling $25,000 and a permittable grant totaling $15,950 at 1615 Ave F.

MARKET LUBBOCK

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted	12/11/24
Projected Project Start Date	TBD
Project Property Address	1615 Ave F, Lubbock, TX 79401
Property LCAD R#	123513

MLI Use Only:	
Ownership address within Lubbock County	☑
Property owned or leased less than 18 months	☑
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	Keeton Events,LLC dba Gayle's Event Rentals	Contact	Rodney Keeton / Shaunna Keeton
Street Address	8405 Saratoga Ave.	Title	Managers
City, State, Zip	Lubbock, TX 79424	Phone	806-252-4885
		Email	rodney.keeton@agtexas.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

Façade and Permittable renovations.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Madewell Windows & Awning	$30,590	$15,295
Aguirre Driveway	$9,800	$4,900
Aguirre Fence	$6,997	$3,499
Aguirre Door Opener and Repair	$3,175	$1,588
FAÇADE TOTAL	$50,562	$25,000
PERMITTABLE		
Asbestos 1	$4,500	$450
Asbestos 2	$17,420	$1,742
Aguirre Permittable Bid	$131,579	$13,158
Madewell Roof	$6,000	$600
PERMITTABLE TOTAL	$159,499	$15,950
GRAND TOTAL	**$210,061**	**$40,950**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***103***	***FAÇADE GRANT***	***$25,000***
PERCENT	***100%***	***PERMITTABLE GRANT***	***$15,950***
		TOTAL GRANT	***$40,950***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Rodney Keeton	50%		
Shaunna Keeton	50%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- ☐ Copies of City permits, if applicable (obtained after initial grant app)
- ☐ Detailed/Itemized Bids
- ☐ Before Pictures
- ☐ Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- ☐ Architectural Renderings (if applicable)
- ☐ Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☑ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- ☑ Not Applicable
- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- ☐ Not Applicable
- ☑ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☐
$100,000 to $249,999	☑
$250,000 to $499,999	☐
$500,000 to $999,999	☐
$1,000,000 to $2,499,999	☐
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☐
1 - 4 FTE Jobs	☑
5 - 9 FTE Jobs	☐
10 or more FTE Jobs	☐

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): per email

Date: 12/11/2024

Points Matrix - Percent Calculation 1615 Ave F

Keeton Events, LLC

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	0	5	0	0	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	25	10	0	25	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					50	

Property Primary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	40	40	0	35	0	20	0	40
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													40

Property Secondary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
	Future:						
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							5

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	3
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**3**

Total Points:

<50	Not eligible
50 to 74	50% of your project
75 to 99	75% of your project
100 to 124	100% of your project
125 to 149	125% of your project
150 or more	150% of your project

GRAND TOTAL
103

Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$7,975	50%	$20,475
1 - 4 Jobs (5 Points)	5	75%	$18,750	75%	$11,963	75%	$30,713
5 - 9 Jobs (10 Points)	0	**100%**	**$25,000**	**100%**	**$15,950**	**100%**	**$40,950**
10 or more Jobs (20 Points)	0	125%	$31,250	125%	$19,938	125%	$51,188
New Jobs Points	**5**	150%	$37,500	150%	$23,925	150%	$61,425

Exterior Beatification

03/19/2025

Madewell Construction
5201 Indiana Ave,
Lubbock, TX 79413
Phone: (806) 368-0710

Company Representative
Jeremy Beck
Phone: (806) 782-1076
Jeremy@madewell-construction.com

Permittable $6,000
Facade $30,590.40
TOTAL $36,590.40

Gayles Party Rentals
Contact: Shaunna and Rodney Keeton
1615 Avenue F
Lubbock, TX 79401
(806) 543-9068

Job: Gayles Party Rentals

Covered Enterance Section

10x10 Pergola Style Covered Entrance with 6x6 cedar posts and a metal roof to match/similar to the awnings
Placed to Provide Cover Over Front Entrance Door

	Qty	Unit
Remove existing roof down to the deck. Mechanically fasten 2 layer of 2.6” insulation board and one lay of 1/2” Securock to the deck. Totally adhere one ply of 60 mil TPO using adhesive. Install all new flashings.	1.00	EA

$6,000.00

Windows Section

	Qty	Unit
Replace broken 1/4” clear, tempered glass store front windows.	8.00	EA

$4,590.40

Awning Section

	Qty	Unit
Replace Awnings	1.00	EA
Up to 4 Separate Awnings to Cover the Majority of the Large Windows		

$26,000.00

This Quote is Good for 14 days Unless Noted Otherwise
50% Down Payment Required Upon Start of Job
Additional draws may be requested as work is completed
We Accept Cash, Check or Credit Card (with 4% handling fee)
Final walk throughs will be completed within 7 days of completion of jobs, if walk through is not completed within 7 days the job will be considered completed and satisfactory by client and the invoice will be sent and due at time of receipt.
Make all checks payable to Madewell Construction Inc., 5201 Indiana Ave Lubbock, TX 79413
If you have any questions concerning this invoice, contact the R&R Department at (806)368-0710

THANK YOU FOR YOUR BUSINESS!

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

G/A ENVIRONMENTAL

PROPOSAL FOR ASBESTOS CONSULTANT SERVICES
Abatement Design, Air Monitoring and Project Management
Vacant Building
1615 Ave. F
Lubbock, Texas

OVERVIEW: G/A Environmental proposes to provide asbestos consulting services on asbestos abatement in the building or structure located at 1615 Ave. F Lubbock, Texas.

SCOPE OF SERVICES: We will provide asbestos consulting services as described in the attached "Terms of Agreement."

ABATEMENT DESIGN, PROJECT MANAGEMENT AND AIR MONITORING SERVICES FEE: Four Thousand Five Hundred Dollars ($4,500.00).

Air monitoring includes up to ten (10) PCM air samples.
Clearance shall be PCM type unless directed otherwise.

Sales Tax is not included in the fee if applicable.

CLIENT: Keeton Events, LLC	**CONSULTANT:**
(Signature)	*(Signature)* Michael J. Otto
(Typed name) Rodney Keeton	*(Typed name)* Michael J. Otto, Managing Partner
(Date) 1-28-2025	*(Date)* 01/28/2025
(Company) Keeton Events LLC dba Gayle's Event Rentals	*(Company)* G/A Environmental
(Street/PO box) 8405 Saratoga Ave.	*(Street/PO box)* 4701 117th Street
(City-state-zip) Lubbock, Tx 79424	*(City-state-zip)* Lubbock, Texas 79424

TERMS OF AGREEMENT BETWEEN CLIENT AND ASBESTOS CONSULTANT

1. **ASBESTOS CONSULTANT'S RESPONSIBILITIES:** The Asbestos Consultant shall review the requirements of the project furnished by the Client and shall arrive at a mutual understanding of such requirements with the Client. The Asbestos Consultant shall provide an on-site project manager and air monitoring technician to collect Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM) air samples as appropriate. The Asbestos Consultant shall provide an on-site laboratory to analyze PCM samples. The Asbestos Consultant shall ship any required TEM samples to a remote laboratory for analysis. The Asbestos Consultant shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Asbestos Consultant shall NOT have control or charge of, and shall NOT be responsible for, abatement means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
2. **PAYMENTS TO THE ASBESTOS CONSULTANT:** Payments for Design Services shall be made monthly for the work performed during the preceding month. Client agrees to pay each invoice within thirty calendar days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty calendar days at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted by applicable law) until paid. Client agrees to pay Asbestos Consultant cost of collection of all amounts due and unpaid after sixty (60) calendar days, including court cost and reasonable attorney's fees. Failure to make payment within thirty (30) calendar days of receipt of invoice shall constitute a release of Asbestos Consultant from any and all claims which client may have, either intort or contract, and whether known or unknown at the time. Payments of any invoice by the Client to the Asbestos Consultant shall be taken to mean that the Client is satisfied with the Asbestos Consultant's services and not aware of any deficiencies in those services. No deductions shall be made from the Asbestos Consultant's compensation on account of actions by the construction Contractor.

3. **TERMINATION OF THE AGREEMENT:** The terms of this proposal are good for 30 days. This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Asbestos Consultant shall be compensated for all services performed to the termination date. The Asbestos Consultant's obligation to provide Services under this Agreement, will terminate when final payment to the Contractor is due or, in the absence of a final Certificate for Payment or of such due date, sixty days after the date of Substantial Completion of the Work, whichever occurs first.

4. **MISCELLANEOUS PROVISIONS:** This Agreement shall be governed by the law of the principal place of business of the Asbestos Consultant. Drawings and Specifications prepared by the Asbestos Consultant are instruments of service and shall remain the property of the Asbestos Consultant whether the Project for which they are made is executed or not. The Client and the Asbestos Consultant, respectively, bind themselves and their successors or assigns to this Agreement. Neither the Client nor the Asbestos Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

RED RIVER
REMEDIATION

January 21st, 2025 Proposal 25.026

SCOPE OF WORK

Removal and proper disposal of specified asbestos containing materials to be disturbed during the renovation project. Remediation of Mold prior to occupancy of the building.

Base bid:

Proper removal and disposal of asbestos containing sheetrock from the restrooms and office area of the North portion of the building. Proper removal and disposal of asbestos containing floor tile and mastic from the restrooms and office area hallway. Remediation of mold that is present in the restrooms, office area, and along the CMU block north west wall in accordance with the mold protocol designed my G&A environmental.

DURATION OF WORK

BASE BID: 7 DAYS

PRICE INFORMATION

BASE BID: **$17,420.00**

Pricing includes the owner providing electricity and water to the job site if RRR has to provide these services there will be an additional $350 per day fee.

METHOD OF REMOVAL:

The work areas will be regulated in accordance with all applicable state and federal regulations and laws. ACM will be removed wet to eliminate friable materials. All ACM waste will be double bagged and disposed of in accordance with all government regulations and laws. Employee PPE will meet all requirements per state and federal regulations.

WASTE TRANSPORT & DISPOSAL:

Asbestos waste generated will be packaged, labeled, manifested, transported, and disposed for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner from the landfill once disposal is complete.

RED RIVER
REMEDIATION

Bid Qualifications • Responsibilities of Owner/Others:

1) Utilities - bid based on the client owner providing water and electrical service for the proposed work at no cost.
2) Parking - allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for employees.
3) Containment watches or security excluded when Red River is not on site.
4) Refurbishment – Red River Remediations base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations, or replacements unless specifically stated. This proposal excludes repair of surfaces damaged by tape associated with negative pressure containments.
5) Soil removal and abatement is excluded from this proposal.

ACCEPTANCE STATEMENT: Proposal 25.026

I, Rodney Keeton, an authorized representative of the facility and facility's ownership/management accept this BASE BID X, Alternate #1 _____ and Alternate #2 _____ authorize **Red River Remediation** to perform services as stated in this proposal.

Client Name: Keeton Events, LLC **PO#:** 25.026

Signature: [signature] **Date:** 2-3-2025

Printed Name / Title: Rodney Keeton Member

Billing Address: 8405 Saratoga Ave
Lubbock, TX 79424

Phone Number: (806) 252-4885 **Email Address:** rodney.keeton@gyfexas.com

Red River Remediation
1809 Mony Street
Fort Worth, TX

CREATIVE TOUCH BID

Facade $19,972.00
Permittable $131,579.18
TOTAL $151,551.18

Job Bid

(806) 632-4563

8901 US-87 #80
Lubbock, Tx

Attention: Rodney Keeton
Title : Contact
Location: 1615 Texas Ave, Lbk Tx
Date: December 21, 2024

Project Title: Wedding Building Remodel
Project Description: Update building to suite needs for new space
Bid Terms:

Labor	Info	Labor Cost
Showroom Finish Out		
Barn Door Build	Barn door build out 6x8, 4 times build with hardware (black) and install. Stain to be picked upon build (materials supplied)	$13,850.00
Paint Showroom	Walls 280 linear ft 10ft ceilings $2100 / Ceiling 6500 sq ft $4875	$6975.00
Stain Floor Option	Acid stain floors for design, 3 color option, 40x70 (Materials Supplied)	$22,000.00
Frame Door Delete	Remove 4 door frames from current spots. Caulk holes	$850.00
Repair Ceiling	Repair small grid spots and replace cieling tiles that need it	$375.00
Storage w/ Garage Door		
Garage Door Opener Install	Automatic door install with equipment	$2500.00
Repair Ceiling	Repair main tee and replace damage. Replace damaged tiles	$675.00
Paint Room	Walls 360 linear ft 10 ft ceilings $2700	$2700.00
Storage Build with Washers / Double Bath		
Main Replace / Washers and Sink Addition	Replace Collapsed Main. Add supply for 3 washers and 1 new sink, drainage as well (materials supplied). Repair vent stack, re route water lines and sink drains	$10,700.00
Water Heater Replace/Dishwasher/Commerical Sink Add	Replace current water heaters, add dishwasher and sink drains in area opposite bathrooms	$4200.00
2 Bathroom Updates	Frame 2 ADA bathrooms, Drywall, TBT, Frp walls. Glue down Vinyl	$4100.00
Paint Room	Walls 480 linear ft $3660 / Ceilings 6500 sq ft $4875	$8475.00
Ceiling Demo/Haul Off	Demo 2 ceiling and trash haul off, insulation and duct haul off	$4800.00
Closed Cell Insulation	6200 x 2	$12,400.00

Labor	Info	Labor Cost
Concrete Driveway Options	60x22=$9,800	$9800.00
HVAC Duct Work		$7200.00
Fence Options	7ft fence =$6,997.	$6,997.00
New Double Double Exterior		$6454.18
Materials Cost	**Paint cost for 180 gallons ($19k) various repair materials such as wood, drywall, doors, finish materials, bead board, etc ($7.5k)**	**$26,500.00**
Estimated Labor Total		**$151,551.18**

All bids are labor only, materials estimates are homeowner/ business owner supplied and will be provided with material info.

Thank you for the opportunity to improve your home or business. We hope to work with you on your project. Follow up for scheduling if you choose to proceed.

Respectfully,

Creative Touch Team

1615 Ave F – Before Pictures





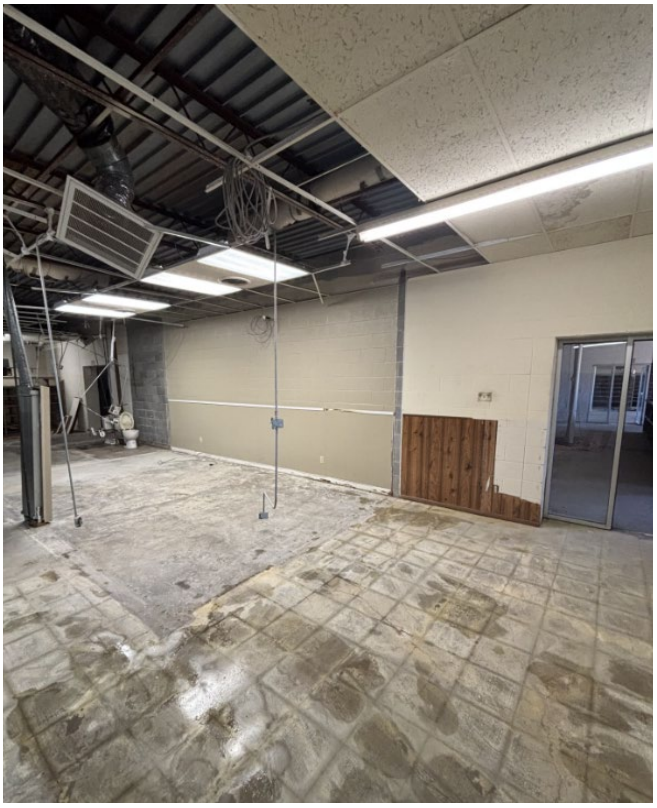















EXIT









AI# 13349

Regular City Council Meeting **5. 22.**
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Keeton Events, LLC, dba Gayle's Event Rentals, located at 1615 Avenue F, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

Gayle's Event Rentals is renovating their property at 1615 Avenue F, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes demolition, framing, plumbing and electrical work.

The cost of the project is estimated to be $159,499, and the requested grant amount is $15,950. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $159,499, with $15,950 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Keeton Events, LLC dba Gayle's Event Rentals is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – Gayle's Event Rentals
3.31.25

RE 25-21

RESOLUTION APPROVING
KEETON EVENTS, LLC dba GAYLE'S EVENT RENTALS, 1615 AVENUE F
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Keeton Events, LLC dba Gayle's Event Rentals that is renovating their property at 1615 Avenue F, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of the façade work will include the renovation of the overhead doors and parking lot totaling $50,562 in façade expenses. The scope of permittable work will include demolition, framing, plumbing, and electrical work totaling $159,499 in permittable expenses. Total renovation expenses are $210,061. The Points Matrix Worksheet total equaled 103 points, equating to 100% of the baseline grant amount.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Keeton Events, LLC dba Gayle's Event Rentals, a Downtown Façade Grant totaling $25,000 and a Downtown Permittable Grant of $15,950 at 1615 Avenue F, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

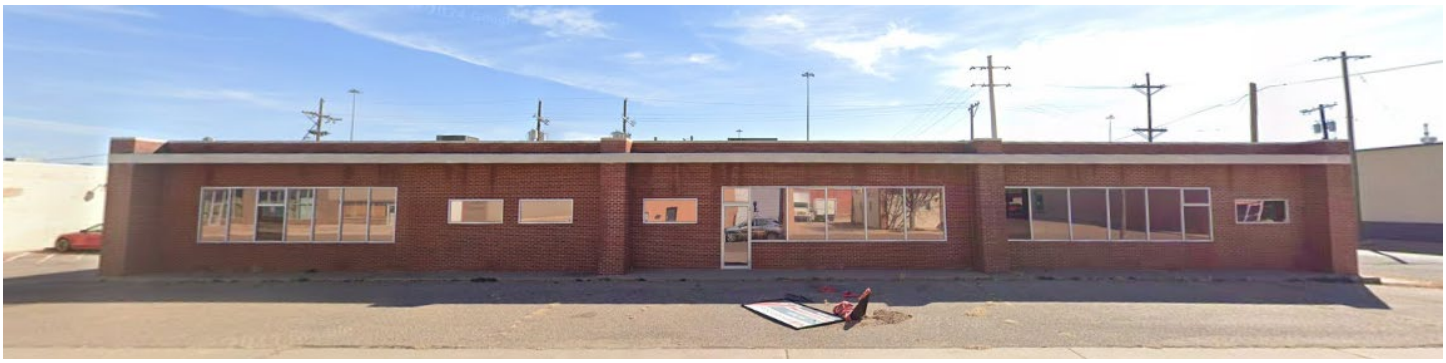
Upon Motion by Director, Mr. Jordan Wheatley, and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Keeton Events, LLC dba Gayle's Event Rentals, 1615 Avenue F, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1615 Ave F

(Keeton Events, LLC, dba Gayle's Event Rentals)

TOTAL SCOPE OF WORK = $210,061

TOTAL GRANTS = $40,950 *(100% of $40,950 baseline)*

TOTAL FAÇADE SCOPE OF WORK = $50,562

FAÇADE GRANT = $25,000 (100% of $25,000 baseline)

TOTAL PERMITTABLE SCOPE OF WORK = $159,499

PERMITTABLE GRANT = $15,950 *(100% of $15,950 baseline)*

BASED ON THE POINTS MATRIX PROGRAM

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1615 Ave F (Façade & Permittable)

Keeton Events, LLC, dba Gayle's Event Rental, is renovating their property at 1615 Ave F, located in the Downtown TIF.

Shaunna and Rodney Keeton purchased Gayle's Wedding and Party Rentals along with Festive Party Rentals from David and Kim Hodges in April of 2019. Upon the purchase, they made a slight name change and now operate under Keeton Events, LLC dba Gayle's Event Rentals. At the time of the purchase, the storefront was located at 66th and University. Within months of the purchase, by late 2019, the Covid outbreak had begun, which basically shut down any public events. The lease on the storefront building was initially $5,000 per month with an escalating lease up to $5,500 so the decision was made to warehouse the rental inventory at a cheaper, more affordable location. Over time, the warehousing rental expense increased from approximately $3,500 per month to $4,250 currently. The business survived with capital injection from personal income and limited events, a large part of that being outside funeral services and other smaller events that continued to occur during Covid. Since Covid, the business has been increasing, even without a proper showroom for Shaunna to exhibit her skills as a decorator, event coordinator and creator for special events such as weddings, quinceañeras, fund raising events, etc. Keeton Events currently has approximately 8600 square feet of storage facilities rented. The building under contract is about 9,300 square feet and can be utilized for both storage and a showroom which will allow for Shaunna to have most of her rental inventory in one location and to set up a much more efficient business which, along with having a storefront, should increase income and business stability.

The scope of façade work will include the renovation of the overhead doors and parking lot totaling $50,562 in façade expenses. The scope of permittable work will include demolition, framing, plumbing, and electrical work totaling $159,499 in permittable expenses. Total expenses of $210,061.

The Points Matrix Worksheet total equaled 103 points, equating to 100% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for Keeton Events, LLC totaling $25,000 and a permittable grant totaling $15,950 at 1615 Ave F.

MARKET LUBBOCK

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted	12/11/24
Projected Project Start Date	TBD
Project Property Address	1615 Ave F, Lubbock, TX 79401
Property LCAD R#	123513

MLI Use Only:	
Ownership address within Lubbock County	☑
Property owned or leased less than 18 months	☑
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	Keeton Events,LLC dba Gayle's Event Rentals	Contact	Rodney Keeton / Shaunna Keeton
Street Address	8405 Saratoga Ave.	Title	Managers
City, State, Zip	Lubbock, TX 79424	Phone	806-252-4885
		Email	rodney.keeton@agtexas.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

Façade and Permittable renovations.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Madewell Windows & Awning	$30,590	$15,295
Aguirre Driveway	$9,800	$4,900
Aguirre Fence	$6,997	$3,499
Aguirre Door Opener and Repair	$3,175	$1,588
FAÇADE TOTAL	$50,562	$25,000
PERMITTABLE		
Asbestos 1	$4,500	$450
Asbestos 2	$17,420	$1,742
Aguirre Permittable Bid	$131,579	$13,158
Madewell Roof	$6,000	$600
PERMITTABLE TOTAL	$159,499	$15,950
GRAND TOTAL	**$210,061**	**$40,950**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***103***	***FAÇADE GRANT***	***$25,000***
PERCENT	***100%***	***PERMITTABLE GRANT***	***$15,950***
		TOTAL GRANT	***$40,950***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Rodney Keeton	50%		
Shaunna Keeton	50%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- ☐ Copies of City permits, if applicable (obtained after initial grant app)
- ☐ Detailed/Itemized Bids
- ☐ Before Pictures
- ☐ Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- ☐ Architectural Renderings (if applicable)
- ☐ Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☑ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- ☑ Not Applicable
- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- ☐ Not Applicable
- ☑ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☐
$100,000 to $249,999	☑
$250,000 to $499,999	☐
$500,000 to $999,999	☐
$1,000,000 to $2,499,999	☐
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☐
1 - 4 FTE Jobs	☑
5 - 9 FTE Jobs	☐
10 or more FTE Jobs	☐

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): per email

Date: 12/11/2024

Points Matrix - Percent Calculation 1615 Ave F

Keeton Events, LLC

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	0	5	0	0	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	25	10	0	25	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	25	10	0	25	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	0	5	0	0	*Majority owner's primary residence is located outside Lubbock County.*
					50	

Property Primary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	40	40	0	35	0	20	0	40
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													40

Property Secondary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
	Future:						
Parking lot: Surface	5	5	30	0	50	0	5
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							5

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	3
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	0
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**3**

Total Points:

<50	Not eligible
50 to 74	50% of your project
75 to 99	75% of your project
100 to 124	100% of your project
125 to 149	125% of your project
150 or more	150% of your project

GRAND TOTAL
103

Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$7,975	50%	$20,475
1 - 4 Jobs (5 Points)	5	75%	$18,750	75%	$11,963	75%	$30,713
5 - 9 Jobs (10 Points)	0	**100%**	**$25,000**	**100%**	**$15,950**	**100%**	**$40,950**
10 or more Jobs (20 Points)	0	125%	$31,250	125%	$19,938	125%	$51,188
New Jobs Points	**5**	150%	$37,500	150%	$23,925	150%	$61,425

Exterior Beatification

03/19/2025

Madewell Construction
5201 Indiana Ave,
Lubbock, TX 79413
Phone: (806) 368-0710

Company Representative
Jeremy Beck
Phone: (806) 782-1076
Jeremy@madewell-construction.com

Permittable $6,000
Facade $30,590.40
TOTAL $36,590.40

Gayles Party Rentals
Contact: Shaunna and Rodney Keeton
1615 Avenue F
Lubbock, TX 79401
(806) 543-9068

Job: Gayles Party Rentals

Covered Enterance Section

10x10 Pergola Style Covered Entrance with 6x6 cedar posts and a metal roof to match/similar to the awnings
Placed to Provide Cover Over Front Entrance Door

	Qty	Unit
Remove existing roof down to the deck. Mechanically fasten 2 layer of 2.6” insulation board and one lay of 1/2” Securock to the deck. Totally adhere one ply of 60 mil TPO using adhesive. Install all new flashings.	1.00	EA

$6,000.00

Windows Section

	Qty	Unit
Replace broken 1/4” clear, tempered glass store front windows.	8.00	EA

$4,590.40

Awning Section

	Qty	Unit
Replace Awnings	1.00	EA
Up to 4 Separate Awnings to Cover the Majority of the Large Windows		

$26,000.00

This Quote is Good for 14 days Unless Noted Otherwise
50% Down Payment Required Upon Start of Job
Additional draws may be requested as work is completed
We Accept Cash, Check or Credit Card (with 4% handling fee)
Final walk throughs will be completed within 7 days of completion of jobs, if walk through is not completed within 7 days the job will be considered completed and satisfactory by client and the invoice will be sent and due at time of receipt.
Make all checks payable to Madewell Construction Inc., 5201 Indiana Ave Lubbock, TX 79413
If you have any questions concerning this invoice, contact the R&R Department at (806)368-0710

THANK YOU FOR YOUR BUSINESS!

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

G/A ENVIRONMENTAL

PROPOSAL FOR ASBESTOS CONSULTANT SERVICES
Abatement Design, Air Monitoring and Project Management
Vacant Building
1615 Ave. F
Lubbock, Texas

OVERVIEW: G/A Environmental proposes to provide asbestos consulting services on asbestos abatement in the building or structure located at 1615 Ave. F Lubbock, Texas.

SCOPE OF SERVICES: We will provide asbestos consulting services as described in the attached "Terms of Agreement."

ABATEMENT DESIGN, PROJECT MANAGEMENT AND AIR MONITORING SERVICES FEE: Four Thousand Five Hundred Dollars ($4,500.00).

Air monitoring includes up to ten (10) PCM air samples.
Clearance shall be PCM type unless directed otherwise.

Sales Tax is not included in the fee if applicable.

CLIENT: Keeton Events, LLC	**CONSULTANT:**
(Signature)	*(Signature)* Michael J. Otto
(Typed name) Rodney Keeton	*(Typed name)* Michael J. Otto, Managing Partner
(Date) 1-28-2025	*(Date)* 01/28/2025
(Company) Keeton Events LLC dba Gayle's Event Rentals	*(Company)* G/A Environmental
(Street/PO box) 8405 Saratoga Ave.	*(Street/PO box)* 4701 117th Street
(City-state-zip) Lubbock, Tx 79424	*(City-state-zip)* Lubbock, Texas 79424

TERMS OF AGREEMENT BETWEEN CLIENT AND ASBESTOS CONSULTANT

1. **ASBESTOS CONSULTANT'S RESPONSIBILITIES:** The Asbestos Consultant shall review the requirements of the project furnished by the Client and shall arrive at a mutual understanding of such requirements with the Client. The Asbestos Consultant shall provide an on-site project manager and air monitoring technician to collect Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM) air samples as appropriate. The Asbestos Consultant shall provide an on-site laboratory to analyze PCM samples. The Asbestos Consultant shall ship any required TEM samples to a remote laboratory for analysis. The Asbestos Consultant shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Asbestos Consultant shall NOT have control or charge of, and shall NOT be responsible for, abatement means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
2. **PAYMENTS TO THE ASBESTOS CONSULTANT:** Payments for Design Services shall be made monthly for the work performed during the preceding month. Client agrees to pay each invoice within thirty calendar days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty calendar days at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted by applicable law) until paid. Client agrees to pay Asbestos Consultant cost of collection of all amounts due and unpaid after sixty (60) calendar days, including court cost and reasonable attorney's fees. Failure to make payment within thirty (30) calendar days of receipt of invoice shall constitute a release of Asbestos Consultant from any and all claims which client may have, either intort or contract, and whether known or unknown at the time. Payments of any invoice by the Client to the Asbestos Consultant shall be taken to mean that the Client is satisfied with the Asbestos Consultant's services and not aware of any deficiencies in those services. No deductions shall be made from the Asbestos Consultant's compensation on account of actions by the construction Contractor.

3. **TERMINATION OF THE AGREEMENT:** The terms of this proposal are good for 30 days. This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Asbestos Consultant shall be compensated for all services performed to the termination date. The Asbestos Consultant's obligation to provide Services under this Agreement, will terminate when final payment to the Contractor is due or, in the absence of a final Certificate for Payment or of such due date, sixty days after the date of Substantial Completion of the Work, whichever occurs first.

4. **MISCELLANEOUS PROVISIONS:** This Agreement shall be governed by the law of the principal place of business of the Asbestos Consultant. Drawings and Specifications prepared by the Asbestos Consultant are instruments of service and shall remain the property of the Asbestos Consultant whether the Project for which they are made is executed or not. The Client and the Asbestos Consultant, respectively, bind themselves and their successors or assigns to this Agreement. Neither the Client nor the Asbestos Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

RED RIVER
REMEDIATION

January 21st, 2025 Proposal 25.026

SCOPE OF WORK

Removal and proper disposal of specified asbestos containing materials to be disturbed during the renovation project. Remediation of Mold prior to occupancy of the building.

Base bid:

Proper removal and disposal of asbestos containing sheetrock from the restrooms and office area of the North portion of the building. Proper removal and disposal of asbestos containing floor tile and mastic from the restrooms and office area hallway. Remediation of mold that is present in the restrooms, office area, and along the CMU block north west wall in accordance with the mold protocol designed my G&A environmental.

DURATION OF WORK

BASE BID: 7 DAYS

PRICE INFORMATION

BASE BID: **$17,420.00**

Pricing includes the owner providing electricity and water to the job site if RRR has to provide these services there will be an additional $350 per day fee.

METHOD OF REMOVAL:

The work areas will be regulated in accordance with all applicable state and federal regulations and laws. ACM will be removed wet to eliminate friable materials. All ACM waste will be double bagged and disposed of in accordance with all government regulations and laws. Employee PPE will meet all requirements per state and federal regulations.

WASTE TRANSPORT & DISPOSAL:

Asbestos waste generated will be packaged, labeled, manifested, transported, and disposed for the owner to an EPA / DSHS approved landfill. The original (signed) copy of the waste manifest will be sent back to the owner from the landfill once disposal is complete.

RED RIVER
REMEDIATION

Bid Qualifications • Responsibilities of Owner/Others:

1) Utilities - bid based on the client owner providing water and electrical service for the proposed work at no cost.
2) Parking - allow for placement, when applicable, of asbestos or disposal containers next to the structure and parking for employees.
3) Containment watches or security excluded when Red River is not on site.
4) Refurbishment – Red River Remediations base bid does not include refurbishing finishes, painting, re-insulation, reinstallations, restorations, or replacements unless specifically stated. This proposal excludes repair of surfaces damaged by tape associated with negative pressure containments.
5) Soil removal and abatement is excluded from this proposal.

ACCEPTANCE STATEMENT: Proposal 25.026

I, Rodney Keeton, an authorized representative of the facility and facility's ownership/management accept this BASE BID X, Alternate #1 _____ and Alternate #2 _____ authorize **Red River Remediation** to perform services as stated in this proposal.

Client Name: Keeton Events, LLC **PO#:** 25.026

Signature: [signature] **Date:** 2-3-2025

Printed Name / Title: Rodney Keeton Member

Billing Address: 8405 Saratoga Ave
Lubbock, TX 79424

Phone Number: (806) 252-4885 **Email Address:** rodney.keeton@gyfexas.com

Red River Remediation
1809 Mony Street
Fort Worth, TX

CREATIVE TOUCH BID

Facade $19,972.00
Permittable $131,579.18
TOTAL $151,551.18

Job Bid

(806) 632-4563

8901 US-87 #80
Lubbock, Tx

Attention: Rodney Keeton
Title : Contact
Location: 1615 Texas Ave, Lbk Tx
Date: December 21, 2024

Project Title: Wedding Building Remodel
Project Description: Update building to suite needs for new space
Bid Terms:

Labor	Info	Labor Cost
Showroom Finish Out		
Barn Door Build	Barn door build out 6x8, 4 times build with hardware (black) and install. Stain to be picked upon build (materials supplied)	$13,850.00
Paint Showroom	Walls 280 linear ft 10ft ceilings $2100 / Ceiling 6500 sq ft $4875	$6975.00
Stain Floor Option	Acid stain floors for design, 3 color option, 40x70 (Materials Supplied)	$22,000.00
Frame Door Delete	Remove 4 door frames from current spots. Caulk holes	$850.00
Repair Ceiling	Repair small grid spots and replace cieling tiles that need it	$375.00
Storage w/ Garage Door		
Garage Door Opener Install	Automatic door install with equipment	$2500.00
Repair Ceiling	Repair main tee and replace damage. Replace damaged tiles	$675.00
Paint Room	Walls 360 linear ft 10 ft ceilings $2700	$2700.00
Storage Build with Washers / Double Bath		
Main Replace / Washers and Sink Addition	Replace Collapsed Main. Add supply for 3 washers and 1 new sink, drainage as well (materials supplied). Repair vent stack, re route water lines and sink drains	$10,700.00
Water Heater Replace/Dishwasher/Commerical Sink Add	Replace current water heaters, add dishwasher and sink drains in area opposite bathrooms	$4200.00
2 Bathroom Updates	Frame 2 ADA bathrooms, Drywall, TBT, Frp walls. Glue down Vinyl	$4100.00
Paint Room	Walls 480 linear ft $3660 / Ceilings 6500 sq ft $4875	$8475.00
Ceiling Demo/Haul Off	Demo 2 ceiling and trash haul off, insulation and duct haul off	$4800.00
Closed Cell Insulation	6200 x 2	$12,400.00

Labor	Info	Labor Cost
Concrete Driveway Options	60x22=$9,800	$9800.00
HVAC Duct Work		$7200.00
Fence Options	7ft fence =$6,997.	$6,997.00
New Double Double Exterior		$6454.18
Materials Cost	**Paint cost for 180 gallons ($19k) various repair materials such as wood, drywall, doors, finish materials, bead board, etc ($7.5k)**	**$26,500.00**
Estimated Labor Total		**$151,551.18**

All bids are labor only, materials estimates are homeowner/ business owner supplied and will be provided with material info.

Thank you for the opportunity to improve your home or business. We hope to work with you on your project. Follow up for scheduling if you choose to proceed.

Respectfully,

Creative Touch Team

1615 Ave F – Before Pictures





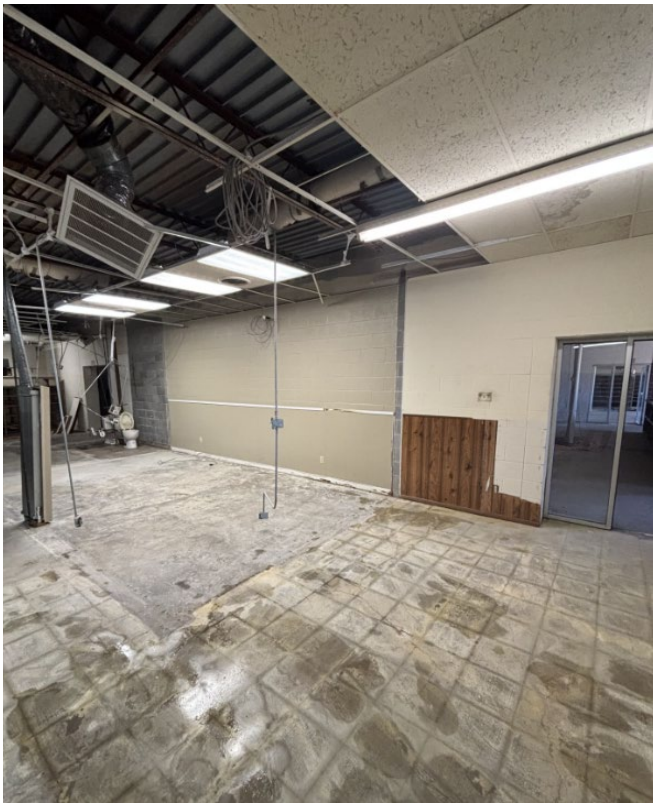















EXIT









AI# 13350

Regular City Council Meeting **5. 23.**
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to ImageNet Consulting, located at 1616 Mac Davis Lane, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

ImageNet Consulting is renovating their property at 1616 Mac Davis Lane, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the facade project includes full renovation of the facade.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to ImageNet Consulting is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – ImageNet
3.31.25

RE 25-22

RESOLUTION APPROVING
IMAGENET CONSULTING, 1616 MAC DAVIS LANE
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to ImageNet Consulting that is renovating their property at 1616 Mac Davis Lane, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of the façade work will include the renovation of the façade totaling $50,000 in façade expenses. The scope of permittable work will include the demolition, framing, plumbing, mechanical, and electrical work totaling $2,072,196 in permittable expenses. Total renovation expenses are $2,122,196. The Points Matrix Worksheet total equaled 120 points, equating to 100% of the baseline grant amount.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant ImageNet Consulting, a Downtown Façade Grant totaling $25,000 and a Downtown Permittable Grant of $100,000 at 1616 Mac Davis Lane, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Robert Taylor, and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with ImageNet Consulting, 1616 Mac Davis Lane, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1616 Mac Davis Lane

(ImageNet Consulting)

TOTAL SCOPE OF WORK = $2,122,196

TOTAL GRANTS = $125,000 *(100% of $125,000 baseline)*

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000 (100% of $25,000 baseline)

TOTAL PERMITTABLE SCOPE OF WORK = $2,072,196

PERMITTABLE GRANT = $100,000 *(100% of $100,000 baseline)*

BASED ON THE POINTS MATRIX PROGRAM

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1616 Mac Davis Lane (Façade & Permittable)

ImageNet Consulting is renovating their property at 1616 Mac Davis Lane, located in the Downtown TIF.

ImageNet Consulting has been a family owned business since 1956, founded in Oklahoma City as Southwest Typewriter Company, by Bobby Roberson with a $50 loan from his mother. Over the years, office technology has changed and Southwest Typewriter morphed in to ImageNet Consulting. Today, ImageNet Consulting is a $150mm+ organization with over 20 offices in 7 states, and nearly 600 employees. We focus on helping organizations manage how information moves: Managed Print (physical information), Commercial AV (visual information), Enterprise Content Software (digital information), Managed IT (information security and IT services). Providing both hardware and software to our customers allows us to be a one-stop-shop for all office technology needs. ImageNet began working in the Lubbock market remotely in 2018 with customers such as Plains Capital Bank and Lubbock ISD. Plans were made to expand a physical presence to Lubbock to be our "West Texas" regional office, servicing the greater panhandle area. In 2024 we made a strategic acquisition of Hogland Office Systems, which had been in Lubbock since 1960, to further solidify our commitment to the Lubbock market. We currently have 14 FTE's in Lubbock and plan to expand up to 20 in the next 2 years.

The scope of façade work will include the renovation of the façade totaling $50,000 in façade expenses. The scope of permittable work will include demolition, framing, plumbing, mechanical, and electrical work totaling $2,072,196 in permittable expenses. Total expenses of $2,122,196.

The Points Matrix Worksheet total equaled 120 points, equating to 100% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for ImageNet Consulting totaling $25,000 and a permittable grant totaling $100,000 at 1616 Mac Davis Lane.

MARKET LUBBOCK

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted	02/28/25
Projected Project Start Date	ASAP
Project Property Address	1616 Mac Davis Lane 79401
Property LCAD R#	58260

MLI Use Only:	
Ownership address within Lubbock County	☐
Property owned or leased less than 18 months	☑
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	ImageNet Consulting	Contact	Ryan Starks
Street Address	913 N. Broadway	Title	CFO
City, State, Zip	Oklahoma City, OK 73102	Phone	405-600-1317
		Email	mtaylor@imagenet.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

Complete internal demo and remodel of both buildings. Demo and remodel of façade. Updating of landscaping.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Façade	$50,000	$25,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Permittable	$2,072,196	$100,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
PERMITTABLE TOTAL	$2,072,196	$100,000
GRAND TOTAL	**$2,122,196**	**$125,000**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***120***	***FAÇADE GRANT***	***$25,000***
PERCENT	***100%***	***PERMITTABLE GRANT***	***$100,000***
		TOTAL GRANT	***$125,000***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- ☐ Copies of City permits, if applicable (obtained after initial grant app)
- ☐ Detailed/Itemized Bids
- ☐ Before Pictures
- ☐ Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- ☐ Architectural Renderings (if applicable)
- ☐ Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☑ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- ☑ Not Applicable
- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- ☑ Not Applicable
- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☐
$100,000 to $249,999	☐
$250,000 to $499,999	☐
$500,000 to $999,999	☐
$1,000,000 to $2,499,999	☑
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☐
1 - 4 FTE Jobs	☐
5 - 9 FTE Jobs	☐
10 or more FTE Jobs	☑

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Ryan Starks per email

Date: 2/28/2025

Points Matrix - Percent Calculation 1616 Mac Davis Ln

ImageNet Consulting

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	0	5	0	0	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	25	10	0	25	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	0	10	0	0	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	15	5	0	15	*Majority owner's primary residence is located outside Lubbock County.*
					40	

Property Primary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	40	40	0	35	0	20	0	40
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													40

Property Secondary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
	Future:						
Parking lot: Surface	5	0	30	0	50	0	0
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							0

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	0
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	20
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**20**

Total Points:

<50	Not eligible
50 to 74	50% of your project
75 to 99	75% of your project
100 to 124	100% of your project
125 to 149	125% of your project
150 or more	150% of your project

GRAND TOTAL
120

Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$50,000	50%	$62,500
1 - 4 Jobs (5 Points)	0	75%	$18,750	75%	$75,000	75%	$93,750
5 - 9 Jobs (10 Points)	0	**100%**	**$25,000**	**100%**	**$100,000**	**100%**	**$125,000**
10 or more Jobs (20 Points)	20	125%	$31,250	125%	$125,000	125%	$156,250
New Jobs Points	**20**	150%	$37,500	150%	$150,000	150%	$187,500

IMAGENET LUBBOCK

1614-1622 MAC DAVIS LANE
LUBBOCK, TX 79401

PROJECT DATA

PROJECT LOCATION
1614-1622 MAC DAVIS LANE

BUILDING CODE
2021 IBC

PROJECT DESCRIPTION
RENOVATIONS OF EXISTING OFFICE BUILDING

OCCUPANCY CLASS
B-BUSINESS

CONSTRUCTION TYPE
2B-STEEL FRAMED

MAX STORIES ABOVE GRADE
1 ACTUAL, 3 ALLOWED

MAX ALLOWABLE AREA
23,000 SF ALLOWED PER FLOOR

AUTOMATIC FIRE SUPPRESSION SYSTEM
BUILDING IS NOT SPRINKLED

PROJECT TEAM

STRUCTURAL ENGINEER:
NIEMAN ENGINEERING, LLC
ROSS NIEMAN
1500 BROADWAY, #1210
LUBBOCK, TX 79401
806.589.3340
ROSS@NIEMANENGINEERING.COM

MEP ENGINEER
BSA CONSULTING ENGINEERING
CARL WAMPLER
14302 SLIDE ROAD
LUBBOCK, TX 79424-5655
806.780.7475
CARLW@BSAENGINEERING.COM

CONTRACTOR:
COLLIER CONSTRUCTION
SCOTT COLLIER
2202 AVENUE E.
LUBBOCK, TX 79404
806.741.1982
SCOTT@COLLIERTX.COM

SHEET INDEX

GENERAL
G00.1 COVER SHEET
G10.1 LIFE SAFETY PLAN

ARCHITECTURAL DEMOLITION
AD10.1 DEMOLITION PLANS

ARCHITECTURAL
A00.1 ARCHITECTURAL SITE PLAN
A10.1 FLOOR PLANS
A10.2 FURNITURE & EQUIPMENT PLANS
A10.3 DIMENSIONED PLANS
A10.4 FLOOR FINISH PLANS
A10.5 DOOR AND FRAME SCHEDULE
A12.1 ROOF PLANS
A13.0 POWER PLANS
A14.1 REFLECTED CEILING PLANS
A20.1 BUILDING ELEVATIONS
A40.1 ENLARGED PLANS
A41.1 INTERIOR ELEVATIONS
A41.2 INTERIOR ELEVATIONS
A41.3 INTERIOR ELEVATIONS
A41.4 INTERIOR ELEVATIONS
A41.5 INTERIOR ELEVATIONS
A80.3 ROOM FINISH PLAN & SCHEDULE

STRUCTURAL
S00.1 GENERAL STRUCTURAL NOTES
S10.1 FRAMING PLANS
S15.1 FRAMING ELEVATIONS
S20.1 STRUCTURAL DETAILS

PLUMBING
P1.1 PLUMBING PLANS
P2.1 PLUMBING DETAILS
P2.2 PLUMBING NOTES



TYPICAL SYMBOLS

SHEET TITLES
TITLE
SCALE
DRAWING NUMBER
TITLE
DRAWING SCALE

BUILDING / WALL SECTION
DIRECTION OF SECTION
SECTION NUMBER
SHEET NUMBER

PLAN DETAIL
DRAWING NUMBER
SHEET NUMBER
AREA DETAILED OR ENLARGED

BUILDING ELEVATION
DIRECTION OF VIEW
SECTION NUMBER
SHEET NUMBER

INTERIOR ELEVATION
DIRECTION OF VIEW
ELEVATION NUMBER
SHEET NUMBER

EXTERIOR WALLS
EXTERIOR BRICK WALL

INTERIOR WALLS
INTERIOR WALL
INSULATED WALL

OTHER WALLS
EXISTING EXTERIOR WALL
EXISTING INTERIOR WALL
DEMO WALL

DOORS
NEW DOOR
EXISTING DOOR
DEMO DOOR

WINDOWS
NEW WINDOW
EXISTING WINDOW
DEMO WINDOW

STRUCTURAL GRID
GRID LINE
N/S GRID LINE
E/W GRID LINE

SHEET REVISIONS
REVISION CLOUD
REVISION NUMBER

OBJECT TAGS
DOOR TAG
DOOR NUMBER
WINDOW / STOREFRONT TAG
NUMBER / TYPE
ROOM TAG
ROOM NAME
ROOM NUMBER
WALL TAG
WALL TYPE
REVISION TAG
REVISION NUMBER
KEYNOTE TAG
KEYNOTE NUMBER

NOTE: THESE PLANS ARE PREPARED WITH CARE. HOWEVER, ANY ERRORS OR AMBIGUITIES THAT ARE DISCOVERED BY THE CONTRACTOR MUST BE REPORTED TO THE ARCHITECT BEFORE WORK IS STARTED. THE CONTRACTOR AND THE CONTRACTOR'S SUBCONTRACTORS WORK SHALL CONFORM TO FIELD AND BUILT CONDITIONS SO AS TO COMPLY WITH ALL LOCAL, STATE OR FEDERAL LAWS, CODES, ORDINANCES, STANDARDS, RULES AND REGULATIONS INCLUDING WITHOUT LIMITATION, LIFE SAFETY CODES AND AMENDMENTS WITH CRENELLATION ACT. THE SPECIFICATIONS AND ALL OTHER CONTRACT DOCUMENTS SHALL BE OBSERVED IN USE OF THESE PLANS.



VICINITY MAP



LOCATION MAP

TYPICAL ABBREVIATIONS

APT ABOVE FINISHED FLOOR	FND FOUNDATION	PVMT PAVEMENT
ADD ADDENDUM	FUT FUTURE	PED PEDESTAL
ADJ ADJUSTABLE (MENT)	FR FIRE RATED	PERF PERFORATE (D)
AFF ABOVE FINISHED FLOOR	FRP FIBERGLASS REINF PANEL	PERIM PERIMETER
AC AIR CONDITIONING	GALV GALVANIZED	PLAM PLASTIC LAMINATE
ALUM ALUMINUM	GC GENERAL CONTRACT (OR)	PCF POUNDS PER CUBIC FOOT
AB ANCHOR BOLT	GL GLASS, GLAZING	PLF POUNDS PER LINEAR FOOT
ANOD ANODIZED	GR GRADE	PSF POUNDS PER SQUARE FOOT
APPROX APPROXIMATE (LY)	GYP BD GYPSUM WALLBOARD	PSI POUNDS PER SQUARE INCH
BSMT BASEMENT	HC HANDICAP	PREFAB PREFABRICATE (D)
BPL BEARING PLATE	HDW HARDWARE	PREFIN PREFINISHED
BM BENCH MARK	HWD HARDWOOD	PT PRESSURE TREATED
BEL BELOW	HDR HEADER	PTD PAINTED
BM BEAM	HTG HEATING	P PROPERTY LINE
BRG BEARING	HVAC HEATING/VENTILATION/AIR CONDITION	QTY QUANTITY
BLK BLOCK	HO HOLD OPEN	QTR QUARTER (ED)
BD BOARD	HD HEAVY DUTY	RADIUS
BO BOTTOM OF	HT HEIGHT	RECEP RECEPTACLE
BLKG BLOCKING	HC HOLLOW CORE	REFRIG REFRIGERATOR
BW BOTH WAYS	HM HOLLOW METAL	REQ'D REQUIRED
BLDG BUILDING	HOR HORIZONTAL	REINF REINFORCE (D), (ING)
BUR BUILT UP ROOFING	HB HOSE BIB	RCP REFLECTED CEILING PLAN
CAB CABINET	HWH HOT WATER HEATER	REQD REQUIRED
CPT CARPET	INCL INCLUDE (D), (ING)	RA RETURN AIR
CSMT CASEMENT	ID INSIDE DIAMETER	REV REVISION (S), (ED)
CLG CEILING	INSUL INSULATE (D), (ION)	ROW RIGHT OF WAY
CER CERAMIC	INT INTERIOR	RD ROOF DRAIN
C CENTERLINE	INV INVERT	RFG ROOFING
CT CERAMIC TILE	JC JANITOR'S CLOSET	RM ROOM
CMT CERAMIC MOSAIC TILE	JT JOINT	RO ROUGH OPENING
CLR CLEAR (ANCE)	JST JOIST	SCHED SCHEDULE
CO CLEAN OUT	KIT KITCHEN	SECT SECTION
CL CLOSET	KO KNOCKOUT	SF STORE FRONT
COL COLUMN	KD KNOCK DOWN	SMTH SMOOTH
CO COMPANY	LAB LABORATORY	SIM SIMILAR
CONC CONCRETE	LAD LADDER	SC SOLID CORE
CMU CONCRETE MASONRY UNIT	LAM LAMINATE (D)	SLL SOUND AND LIGHT LOCK
CONST CONSTRUCTION	LAV LAVATORY	SPEC SPECIFICATION (S)
CONT CONTINUOUS	L LENGTH (LONG)	SQ SQUARE
CJ CONTROL JOINT	LT LIGHT	SS STAINLESS STEEL
CORR CORRUGATED	LTWT LIGHTWEIGHT	STD STANDARD
CTR COUNTER	LF LINEAR FOOT	STL STEEL
CF CUBIC FOOT	LL LIVE LOAD	STOR STORAGE
CY CUBIC YARD	LVR LOUVER	SD STORM DRAIN
DL DEAD LOAD	LUM LUMINOUS	STRUCT STRUCTURAL
DTL DETAIL	MH MANHOLE	SURF SURFACE
DIAM DIAMETER	MFR MANUFACTURE (ER)	SUSP SUSPENDED
DIM DIMENSION	MDF MEDIUM DENSITY FIBERBOARD	SYM SYMMETRICAL
DR DOOR	MAS MASONRY	TEL TELEPHONE
DN DOWN	MO MASONRY OPENING	TV TELEVISION
DS DOWNSPOUT	MR MOISTURE RESISTANT	TER TERRAZZO
DWR DRAWER	MATL MATERIAL (S)	THK THICK (NESS)
DWG DRAWING	MAX MAXIMUM	THRESH THRESHOLD
DF DRINKING FOUNTAIN	MECH MECHANICAL	T&G TONGUE AND GROOVE
EIFS EXTERIOR INSULATION FINISH SYSTEM	M METER (S)	TO TOP OF
ELEC ELECTRIC (AL)	MW MILLIMETER (S)	TOC TOP OF CURB
ELEV ELEVATION	MWK MILLWORK/MINIMUM (S)	TOSL TOP OF SLAB
ELEV ELEVATOR	MIN MINIMUM (S)	TOS TOP OF STEEL
EMER EMERGENCY	MISC MISCELLANEOUS	TOW TOP OF WALL
ENCL ENCLOSE (URE)	MOD MODULAR	TYP TYPICAL
EQ EQUAL	MT MOUNT (ED), (ING)	UL UNDERWRITERS LABORATORIES
EQUIP EQUIPMENT	MUL MULLION	UNO UNLESS NOTED OTHERWISE
EXIST EXISTING	NCL NATURAL	UR URINAL
EJ EXPANSION JOINT	NAT NATURAL	VAR VARIES
EWC ELECTRIC WATER COOLER	NR NOISE REDUCTION	VEST VESTIBULE
EXP EXPOSED	NRC NOISE REDUCTION COEFFICIENT	VEST VESTIBULE
EXT EXTERIOR	NOM NOMINAL	VCT VINYL COMPOSITION TILE
FWC FABRIC WALL COVERING	NIC NOT IN CONTRACT	WSCT WAINSCOT
FOS FACE OF STUDS	NTS NOT TO SCALE	WH WALL HUNG
FEC FIRE EXTINGUISHER CABINET	OC ON CENTER	WC WATER CLOSET
FHC FIRE HOSE CABINET	OFC OFFICE	WR WATER REPELLANT (WATER RESIST.)
FGL FIBERGLASS	OPNG OPENING	WT WEIGHT
FF FINISH FLOOR	OPP OPPOSITE	WWF WELDED WIRE FABRIC
FIN FINISH (ED)	OD OUTSIDE DIAMETER	W WIDTH, WIDE
FL FLOOR (ING)	PR PAIR	WF WIDE FLANGE STEEL SHAPE
FLR FLOOR (ING)	PNL PANEL	W/ WITH
FLUOR FLUORESCENT	PAR PARALLEL	WIN WINDOW
FT FOOT (FEET)	PK PARKING	WD WOOD
FTG FOOTING	PAV PAVING	YD YARD

PRICING SET - NOT FOR CONSTRUCTION

IMAGENET CONSULTING
LUBBUCK, TX - RENOVATION
1614-1622 MAC DAVIS LANE
LUBBOCK, TX 79401
COVER SHEET

Revisions		
No.	Title	Date

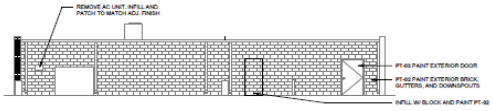
PROJ. NO. 2409
DATE 03.05.23
SHEET NO. G00.1

ARCHITECTURE
PLANNING
INTERIORS
514 N. BROADWAY
SUITE 200
OKLAHOMA CITY, OK 73102
phone: 405.516.1300
fax: 405.516.1306
www.HSEarchitects.com

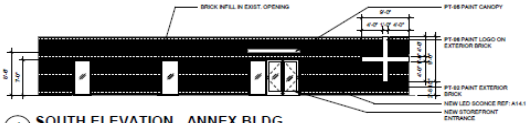
HSE architects



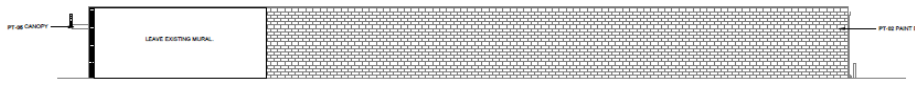
3 WEST ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



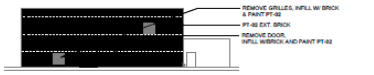
2 NORTH ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



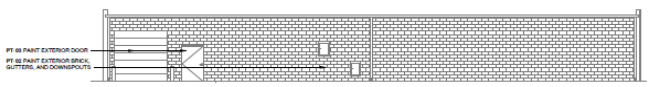
1 SOUTH ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



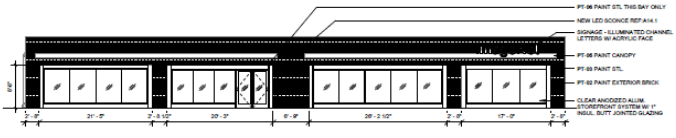
5 EAST ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"



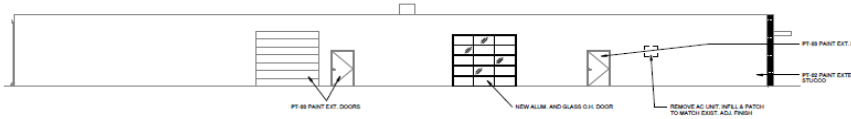
4 EAST ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



7 NORTH ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"



6 SOUTH ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"



8 WEST ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"

ARCHITECTURE
PLANNING
INTERIORS
514 N. BROADWAY
SUITE 200
OKLAHOMA CITY, OK 73102
phone: 405.516.1300
fax: 405.516.1306
www.HSEarchitects.com

HSE architects

IMAGENET CONSULTING
LUBBUCK, TX - RENOVATION
1614-1622 MAC DAVIS LANE
LUBBOCK, TX 79401
BUILDING ELEVATIONS

Revisions		
No.	Title	Date

PROJ. NO. 2409
DATE 03.05.23
SHEET NO. A20.1

PRICING SET - NOT FOR CONSTRUCTION

IMAGENET CONSULTING
2/5/2026 4:39:41 PM ZVHSE PROJECTS\2024\2409 PROJECTS\2409 Imagenet Lubbock\Revit\Imagenet Lubbock 24R17.rvt
2/5/2026 4:39:37 PM ZVHSE PROJECTS\2024\2409 PROJECTS\2409 Imagenet Lubbock\Revit\Imagenet Lubbock 24R17.rvt

COLLIER CONSTRUCTION

				Total	Main Bldg	Annex
Date:	2/25/2025	**Site Area:**	N/A		88%	12%
Name:	ImageNet	**Building Area:**		16,202	14254	1948
		Cost/SF:	$	-	$ -	$ -

		Description		Total	Main Bldg	Annex
	Div 01	General Conditions	$	113,854.50	$ 100,165.54	$ 13,688.96
	Div 02	Demo & Sitework	$	55,496.00	$ 28,418.79	$ 27,077.21
	Div 03	Concrete	$	10,000.00	$ 8,500.00	$ 1,500.00
	Div 04	Masonry	$	5,500.00	$ 3,500.00	$ 2,000.00
	Div 05	Metals	$	33,640.00	$ 22,374.49	$ 11,265.51
	Div 06	Wood and Plastics	$	128,055.65	$ 106,454.61	$ 20,101.04
	Div 07	Waterproofing and Roofing	$	188,552.00	$ 157,465.00	$ 31,087.00
	Div 07	Insulation and Fireproofing	$	-	$ -	$ -
	Div 08	Doors and Hardware	$	48,599.00	$ 43,756.11	$ 4,842.89
	Div 08	Glass and Glazing	$	95,074.00	$ 80,343.00	$ 14,731.00
	Div 09	Framing and Gyp Board	$	135,698.00	$ 114,983.91	$ 15,714.09
	Div 09	Tile and Stone	$	16,674.00	$ 10,500.00	$ 6,174.00
	Div 09	Acoustical Ceilings	$	-	$ -	$ -
	Div 09	Flooring	$	60,995.00	$ 49,698.00	$ 11,297.00
	Div 09	Paint and Wallcovering	$	131,201.00	$ 116,328.17	$ 14,872.83
	Div 10	Specialties	$	20,960.00	$ 12,118.62	$ 8,841.38
	Div 11	Equipment	$	-	$ -	$ -
	Div 12	Furnishings	$	-	$ -	$ -
	Div 13	Special Construction	$	-	$ -	$ -
	Div 14	Conveying Systems	$	-	$ -	$ -
	Div 15	Mechanical	$	328,710.00	$ 277,550.09	$ 51,159.91
	Div 15	Plumbing	$	183,000.00	$ 80,880.00	$ 102,120.00
	Div 15	Fire Protection Systems	$	-	$ -	$ -
	Div 16	Electrical	$	272,553.00	$ 239,783.39	$ 32,769.61
	Div 17	Communications and A/V	$	-	$ -	$ -
		Subtotal	$	1,828,562.15	$ 1,452,819.72	$ 369,242.43
		Builders Risk Insurance	$	841.14	$ 740.01	$ 101.13
		General Liability	$	2,800.38	$ 2,463.69	$ 336.70
		Fee	$	128,254.26	$ 101,921.64	$ 25,877.62
		Subtotal	$	1,960,457.93	$ 1,557,945.06	$ 395,557.87
		Performance and Payment Bond	Excluded		Excluded	Excluded
		Sales Tax On Remodel (8.25%)	$	161,737.78	$ 128,530.47	$ 32,633.52
		TOTAL	**$**	**2,122,195.71**	**$ 1,686,475.53**	**$ 428,191.40**

This pricing assumes both buildings are contracted and built simulatenously. If ImageNet opts to do one of the two buildings, or one building at a time, pricing would need to be re-evaluated.

NOTABLE INCLUSIONS:

New Roof with R30 insulation and new skylights
Remove old RTU's, all new HVAC
New HVAC & Electrical
Exposed painted ceilings in Demo Room, Show Room, Conference Room, Huddle Room, and Breakrooms

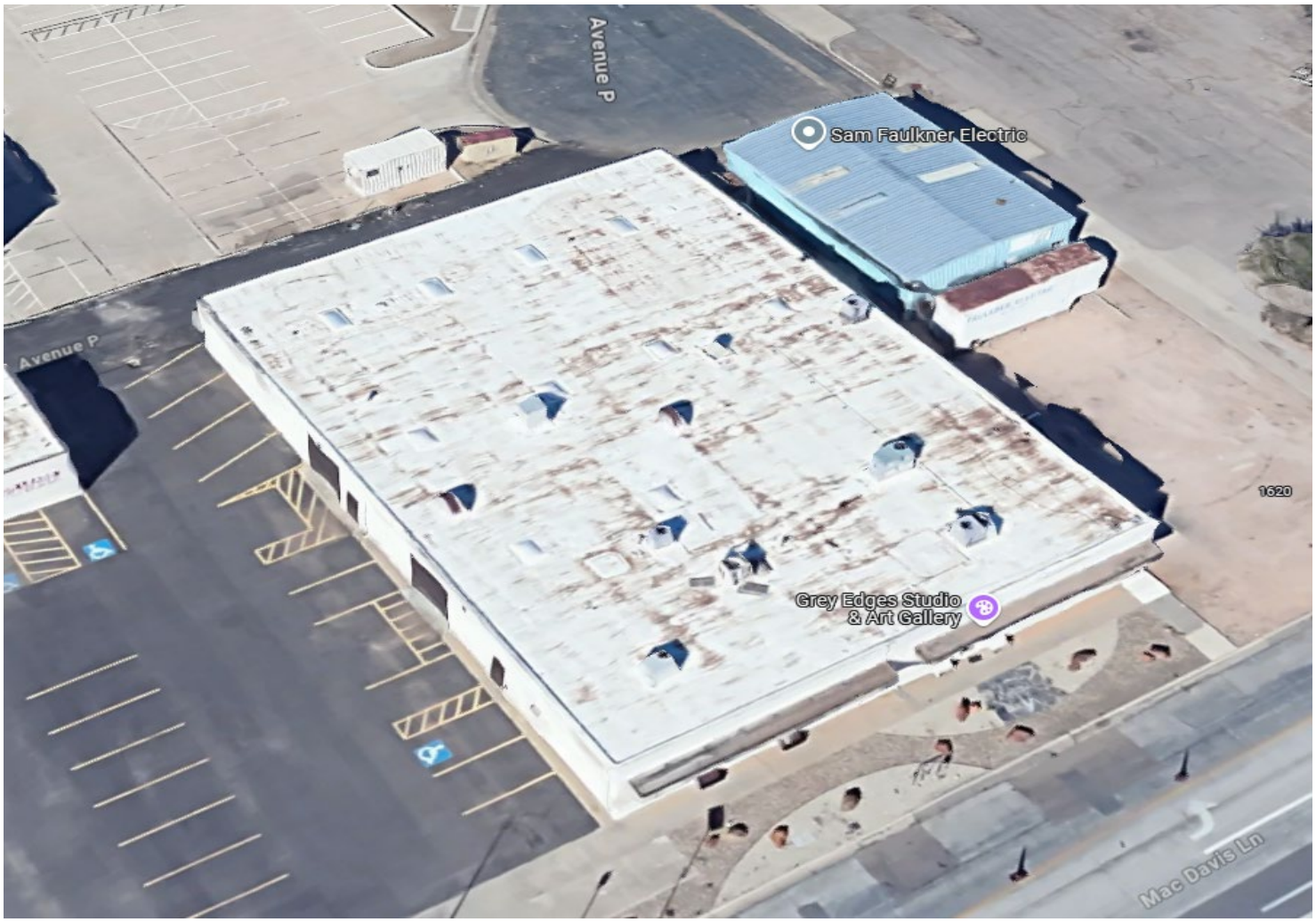
NOTABLE EXCLUSIONS:

Impact Fee - City Worksheets shows $0 for downtown area
IT - Data / Comms cabling, IT racks, Wireless Access Points, etc.
Includes conduit to above ceiling for data locations shown on plans
Audio-Visual, Access Control, Cameras, Alarms, etc
Fire Alarm
Fire Sprinkler

1616 Mac Davis Lane







AI# 13351
Regular City Council Meeting 5. 24.
04/08/2025:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to ImageNet Consulting, located at 1616 Mac Davis Lane, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

Item Summary

ImageNet Consulting is renovating their property at 1616 Mac Davis Lane, which is located within the Downtown Tax Increment Financing District Boundary, as designated by the City of Lubbock. The scope of the permittable project includes demolition, framing, plumbing, mechanical and electrical work.

The cost of the permittable project is estimated to be $2,072,196, and the requested grant amount is $100,000. The Market Lubbock, Inc. Board of Directors approved this amount at their March 26, 2025 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $2,072,196, with $100,000 to be paid upon completion by Market Lubbock, Inc. with the requested grant.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Brianna Brown, Business Development Director
Market Lubbock, Inc. Board of Directors

Attachments

Resolution

Market Lubbock Resolution
Market Lubbock Support Documentation

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to ImageNet Consulting is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Brown, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES. Market Lubbock DT Permittable Grant – ImageNet
3.31.25

RE 25-22

RESOLUTION APPROVING
IMAGENET CONSULTING, 1616 MAC DAVIS LANE
DOWNTOWN GRANT PROGRAM FAÇADE & PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, March 26, 2025, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to ImageNet Consulting that is renovating their property at 1616 Mac Davis Lane, which is located in the Downtown TIF as designated by the City of Lubbock.

The scope of the façade work will include the renovation of the façade totaling $50,000 in façade expenses. The scope of permittable work will include the demolition, framing, plumbing, mechanical, and electrical work totaling $2,072,196 in permittable expenses. Total renovation expenses are $2,122,196. The Points Matrix Worksheet total equaled 120 points, equating to 100% of the baseline grant amount.

The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant ImageNet Consulting, a Downtown Façade Grant totaling $25,000 and a Downtown Permittable Grant of $100,000 at 1616 Mac Davis Lane, once proof of payment has been submitted.

WHEREAS The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance for renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Robert Taylor, and Seconded by Director, Mr. Blake Womble,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with ImageNet Consulting, 1616 Mac Davis Lane, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, Treasurer

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1616 Mac Davis Lane

(ImageNet Consulting)

TOTAL SCOPE OF WORK = $2,122,196

TOTAL GRANTS = $125,000 *(100% of $125,000 baseline)*

TOTAL FAÇADE SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000 (100% of $25,000 baseline)

TOTAL PERMITTABLE SCOPE OF WORK = $2,072,196

PERMITTABLE GRANT = $100,000 *(100% of $100,000 baseline)*

BASED ON THE POINTS MATRIX PROGRAM

Downtown Grant Program
Presented to MLI Board
March 26, 2025

Project 1616 Mac Davis Lane (Façade & Permittable)

ImageNet Consulting is renovating their property at 1616 Mac Davis Lane, located in the Downtown TIF.

ImageNet Consulting has been a family owned business since 1956, founded in Oklahoma City as Southwest Typewriter Company, by Bobby Roberson with a $50 loan from his mother. Over the years, office technology has changed and Southwest Typewriter morphed in to ImageNet Consulting. Today, ImageNet Consulting is a $150mm+ organization with over 20 offices in 7 states, and nearly 600 employees. We focus on helping organizations manage how information moves: Managed Print (physical information), Commercial AV (visual information), Enterprise Content Software (digital information), Managed IT (information security and IT services). Providing both hardware and software to our customers allows us to be a one-stop-shop for all office technology needs. ImageNet began working in the Lubbock market remotely in 2018 with customers such as Plains Capital Bank and Lubbock ISD. Plans were made to expand a physical presence to Lubbock to be our "West Texas" regional office, servicing the greater panhandle area. In 2024 we made a strategic acquisition of Hogland Office Systems, which had been in Lubbock since 1960, to further solidify our commitment to the Lubbock market. We currently have 14 FTE's in Lubbock and plan to expand up to 20 in the next 2 years.

The scope of façade work will include the renovation of the façade totaling $50,000 in façade expenses. The scope of permittable work will include demolition, framing, plumbing, mechanical, and electrical work totaling $2,072,196 in permittable expenses. Total expenses of $2,122,196.

The Points Matrix Worksheet total equaled 120 points, equating to 100% of the baseline grant amount.

The MLI Board is being asked to consider a Downtown Façade Grant for ImageNet Consulting totaling $25,000 and a permittable grant totaling $100,000 at 1616 Mac Davis Lane.

MARKET LUBBOCK

Downtown Grant Program - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Director of Downtown & Special Projects
Market Lubbock, Inc. (MLI)
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted	02/28/25
Projected Project Start Date	ASAP
Project Property Address	1616 Mac Davis Lane 79401
Property LCAD R#	58260

MLI Use Only:	
Ownership address within Lubbock County	☐
Property owned or leased less than 18 months	☑
**No delinquent property taxes*	☑

GENERAL INFORMATION

Company Name	ImageNet Consulting	Contact	Ryan Starks
Street Address	913 N. Broadway	Title	CFO
City, State, Zip	Oklahoma City, OK 73102	Phone	405-600-1317
		Email	mtaylor@imagenet.com

INFORMATION ABOUT THE PROJECT

Grant Type: Permittable ☐ Façade ☐ Both ☑

Project Summary Scope

Complete internal demo and remodel of both buildings. Demo and remodel of façade. Updating of landscaping.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved
FAÇADE		
Façade	$50,000	$25,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
FAÇADE TOTAL	$50,000	$25,000
PERMITTABLE		
Permittable	$2,072,196	$100,000
	$0	$0
	$0	$0
	$0	$0
	$0	$0
PERMITTABLE TOTAL	$2,072,196	$100,000
GRAND TOTAL	**$2,122,196**	**$125,000**

Final bids will be used to calculate the project cost and grant amount.

MATRIX POINTS	***120***	***FAÇADE GRANT***	***$25,000***
PERCENT	***100%***	***PERMITTABLE GRANT***	***$100,000***
		TOTAL GRANT	***$125,000***

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

Is the firm receiving tax revenue from any government agency? No

Is the firm a non-profit entity? (Does the firm pay property tax and/or sales tax?) No

PROPERTY OWNERSHIP

*Does the grant applicant own the property? Yes

*If no, does the applicant have written owner approval of the scope of work? N/A

DOCUMENTS REQUIRED FROM APPLICANT FOR FINAL GRANT APPLICATIION

- ☐ Copies of City permits, if applicable (obtained after initial grant app)
- ☐ Detailed/Itemized Bids
- ☐ Before Pictures
- ☐ Copy of building's current certificate of occupancy (request at orr@mylubbock.us)
- ☐ Architectural Renderings (if applicable)
- ☐ Architectural Plans (if applicable)

POINTS MATRIX (These answers will be used by MLI to determine grant amounts.)

CURRENT PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☑ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE PRIMARY USE (sf) (Choose One)

- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☑ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CURRENT SECONDARY USE (sf) (Choose One)

- ☑ Not Applicable
- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

FUTURE SECONDARY USE (sf) (Choose One)

- ☑ Not Applicable
- ☐ Parking Lot Surface
- ☐ Parking Garage: Private
- ☐ Parking Garage: Public
- ☐ Storage/Vacant
- ☐ Operating Business: Non-Profit
- ☐ Operating Business: For-Profit
- ☐ Residential: Market Rate
- ☐ Residential: Affordable

CAPITAL EXPENDITURES (Choose One)

Less than $100,000	☐
$100,000 to $249,999	☐
$250,000 to $499,999	☐
$500,000 to $999,999	☐
$1,000,000 to $2,499,999	☑
$2,500,000 to $4,999,999	☐
$5,000,000 or more	☐

NEW FTE JOBS TO DOWNTOWN (Choose One)

None	☐
1 - 4 FTE Jobs	☐
5 - 9 FTE Jobs	☐
10 or more FTE Jobs	☑

ADDITIONAL APPLICANT RESPONSIBILITIES

Initial application received by MLI prior to the start of construction and/or before permits are assigned ☐

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI. ☐

Contact Brianna Brown, Business Development Director, City of Lubbock, bbrown@mylubbock.us , to determine:

- Does the scope of work meet downtown standards and guidelines? ☐
- Are permits required for any aspect of the scope of work? ☐
- Are public improvements required? ☐

Items Required at Successful Completion of Construction

- Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)* ☐
- Proof of Payment:
  - PAID Invoices (must reference the approved project) ☐
  - Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies) ☐

Signature (not required for electronic submittals): Ryan Starks per email

Date: 2/28/2025

Points Matrix - Percent Calculation 1616 Mac Davis Ln

ImageNet Consulting

Property Ownership	For Profit		Non-Profit		**Pts**	
Existing owner (>18 mos)	15	0	5	0	0	*Has owned the property longer than 18 months.*
New owner (≤18 mos)	25	25	10	0	25	*New owner wanting to make immediate improvements.*
Local (primary address County of Lubbock)	25	0	10	0	0	*Majority owner's primary residence is located in Lubbock County.*
Nonlocal (primary address outside County of Lubbock)	15	15	5	0	15	*Majority owner's primary residence is located outside Lubbock County.*
					40	

Property Primary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	40	40	0	35	0	20	0	40
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													40

Property Secondary Use (sf)
Choose 1

Current:	Storage or Vacant		Operating Biz: NonProfit		Operating Biz: Commercial		Operating Biz: Headquarters		Residential: Market Rate		Residential: Affordable		**Pts**
	Future (Choose 1)												
Parking lot	0	0	20	0	50	0	50	0	35	0	20	0	0
Storage/vacant	0	0	30	0	40	0	40	0	35	0	20	0	0
Operating biz: NonProfit	0	0	5	0	30	0	40	0	35	0	20	0	0
Operating biz: Commercial	0	0	0	0	20	0	30	0	20	0	5	0	0
Operating biz: Headquarters	0	0	0	0	40	0	10	0	20	0	5	0	0
Residential: Market Rate	0	0	0	0	10	0	10	0	10	0	0	0	0
Residential: Affordable	0	0	0	0	10	0	20	0	20	0	0	0	0
													0

Parking

Current:	Parking Lot: Surface		Parking Garage: Private		Parking Garage: Public		**Points**
	Future:						
Parking lot: Surface	5	0	30	0	50	0	0
Parking garage: Private	0	0	10	0	30	0	0
Parking garage: Public	0	0	5	0	10	0	0
							0

Capital Expenditures

<$100,000 (0 Points)	0
$100,000 - $249,999 (3 Points)	0
$250,000 - $499,999 (6 Points)	0
$500,000 - $999,999 (10 Points)	0
$1,000,000 - $2,499,999 (20 Points)	20
$2,500,000 - $4,999,999 (35 Points)	0
$5,000,000 or more (50 Points)	0
Cap Ex. Points	**20**

Total Points:

<50	Not eligible
50 to 74	50% of your project
75 to 99	75% of your project
100 to 124	100% of your project
125 to 149	125% of your project
150 or more	150% of your project

GRAND TOTAL
120

Grant Payout Percentage

FTE Jobs New to Downtown		FAÇADE		PERMITTABLE		TOTAL	
None (0 Points)	0	50%	$12,500	50%	$50,000	50%	$62,500
1 - 4 Jobs (5 Points)	0	75%	$18,750	75%	$75,000	75%	$93,750
5 - 9 Jobs (10 Points)	0	**100%**	**$25,000**	**100%**	**$100,000**	**100%**	**$125,000**
10 or more Jobs (20 Points)	20	125%	$31,250	125%	$125,000	125%	$156,250
New Jobs Points	**20**	150%	$37,500	150%	$150,000	150%	$187,500

IMAGENET LUBBOCK

1614-1622 MAC DAVIS LANE
LUBBOCK, TX 79401

PROJECT DATA

PROJECT LOCATION
1614-1622 MAC DAVIS LANE

BUILDING CODE
2021 IBC

PROJECT DESCRIPTION
RENOVATIONS OF EXISTING OFFICE BUILDING

OCCUPANCY CLASS
B-BUSINESS

CONSTRUCTION TYPE
2B-STEEL FRAMED

MAX STORIES ABOVE GRADE
1 ACTUAL, 3 ALLOWED

MAX ALLOWABLE AREA
23,000 SF ALLOWED PER FLOOR

AUTOMATIC FIRE SUPPRESSION SYSTEM
BUILDING IS NOT SPRINKLED

PROJECT TEAM

STRUCTURAL ENGINEER:
NIEMAN ENGINEERING, LLC
ROSS NIEMAN
1500 BROADWAY, #1210
LUBBOCK, TX 79401
806.589.3340
ROSS@NIEMANENGINEERING.COM

MEP ENGINEER
BSA CONSULTING ENGINEERING
CARL WAMPLER
14302 SLIDE ROAD
LUBBOCK, TX 79424-5655
806.780.7475
CARLW@BSAENGINEERING.COM

CONTRACTOR:
COLLIER CONSTRUCTION
SCOTT COLLIER
2202 AVENUE E.
LUBBOCK, TX 79404
806.741.1982
SCOTT@COLLIERTX.COM

SHEET INDEX

GENERAL
G00.1 COVER SHEET
G10.1 LIFE SAFETY PLAN

ARCHITECTURAL DEMOLITION
AD10.1 DEMOLITION PLANS

ARCHITECTURAL
A00.1 ARCHITECTURAL SITE PLAN
A10.1 FLOOR PLANS
A10.2 FURNITURE & EQUIPMENT PLANS
A10.3 DIMENSIONED PLANS
A10.4 FLOOR FINISH PLANS
A10.5 DOOR AND FRAME SCHEDULE
A12.1 ROOF PLANS
A13.0 POWER PLANS
A14.1 REFLECTED CEILING PLANS
A20.1 BUILDING ELEVATIONS
A40.1 ENLARGED PLANS
A41.1 INTERIOR ELEVATIONS
A41.2 INTERIOR ELEVATIONS
A41.3 INTERIOR ELEVATIONS
A41.4 INTERIOR ELEVATIONS
A41.5 INTERIOR ELEVATIONS
A80.3 ROOM FINISH PLAN & SCHEDULE

STRUCTURAL
S00.1 GENERAL STRUCTURAL NOTES
S10.1 FRAMING PLANS
S15.1 FRAMING ELEVATIONS
S20.1 STRUCTURAL DETAILS

PLUMBING
P1.1 PLUMBING PLANS
P2.1 PLUMBING DETAILS
P2.2 PLUMBING NOTES



TYPICAL SYMBOLS

SHEET TITLES
TITLE
SCALE
DRAWING NUMBER
TITLE
DRAWING SCALE

BUILDING / WALL SECTION
DIRECTION OF SECTION
SECTION NUMBER
SHEET NUMBER

PLAN DETAIL
DRAWING NUMBER
SHEET NUMBER
AREA DETAILED OR ENLARGED

BUILDING ELEVATION
DIRECTION OF VIEW
SECTION NUMBER
SHEET NUMBER

INTERIOR ELEVATION
DIRECTION OF VIEW
ELEVATION NUMBER
SHEET NUMBER

EXTERIOR WALLS
EXTERIOR BRICK WALL

INTERIOR WALLS
INTERIOR WALL
INSULATED WALL

OTHER WALLS
EXISTING EXTERIOR WALL
EXISTING INTERIOR WALL
DEMO WALL

DOORS
NEW DOOR
EXISTING DOOR
DEMO DOOR

WINDOWS
NEW WINDOW
EXISTING WINDOW
DEMO WINDOW

STRUCTURAL GRID
GRID LINE
N/S GRID LINE
E/W GRID LINE

SHEET REVISIONS
REVISION CLOUD
REVISION NUMBER

OBJECT TAGS
DOOR TAG
DOOR NUMBER
WINDOW / STOREFRONT TAG
NUMBER / TYPE
ROOM TAG
ROOM NAME
ROOM NUMBER
WALL TAG
WALL TYPE
REVISION TAG
REVISION NUMBER
KEYNOTE TAG
KEYNOTE NUMBER

NOTE: THESE PLANS ARE PREPARED WITH CARE. HOWEVER, ANY ERRORS OR AMBIGUITIES THAT ARE DISCOVERED BY THE CONTRACTOR MUST BE REPORTED TO THE ARCHITECT BEFORE WORK IS STARTED. THE CONTRACTOR AND THE CONTRACTOR'S SUBCONTRACTORS WORK SHALL CONFORM TO FIELD AND BUILT CONDITIONS SO AS TO COMPLY WITH ALL LOCAL, STATE OR FEDERAL LAWS, CODES, ORDINANCES, STANDARDS, RULES AND REGULATIONS INCLUDING WITHOUT LIMITATION, LIFE SAFETY CODES AND AMENDMENTS WITH CRENELLATION ACT. THE SPECIFICATIONS AND ALL OTHER CONTRACT DOCUMENTS SHALL BE OBSERVED IN USE OF THESE PLANS.



VICINITY MAP



LOCATION MAP

TYPICAL ABBREVIATIONS

APT ABOVE FINISHED FLOOR	FND FOUNDATION	PVMT PAVEMENT
ADD ADDENDUM	FUT FUTURE	PED PEDESTAL
ADJ ADJUSTABLE (MENT)	FR FIRE RATED	PERF PERFORATE (D)
AFF ABOVE FINISHED FLOOR	FRP FIBERGLASS REINF PANEL	PERIM PERIMETER
AC AIR CONDITIONING	GALV GALVANIZED	PLAM PLASTIC LAMINATE
ALUM ALUMINUM	GC GENERAL CONTRACT (OR)	PCF POUNDS PER CUBIC FOOT
AB ANCHOR BOLT	GL GLASS, GLAZING	PLF POUNDS PER LINEAR FOOT
ANOD ANODIZED	GR GRADE	PSF POUNDS PER SQUARE FOOT
APPROX APPROXIMATE (LY)	GYP BD GYPSUM WALLBOARD	PSI POUNDS PER SQUARE INCH
BSMT BASEMENT	HC HANDICAP	PREFAB PREFABRICATE (D)
BPL BEARING PLATE	HDW HARDWARE	PREFIN PREFINISHED
BM BENCH MARK	HWD HARDWOOD	PT PRESSURE TREATED
BEL BELOW	HDR HEADER	PTD PAINTED
BM BEAM	HTG HEATING	P PROPERTY LINE
BRG BEARING	HVAC HEATING/VENTILATION/AIR CONDITION	QTY QUANTITY
BLK BLOCK	HO HOLD OPEN	QTR QUARTER (ED)
BD BOARD	HD HEAVY DUTY	RADIUS
BO BOTTOM OF	HT HEIGHT	RECEP RECEPTACLE
BLKG BLOCKING	HC HOLLOW CORE	REFRIG REFRIGERATOR
BW BOTH WAYS	HM HOLLOW METAL	REQ'D REQUIRED
BLDG BUILDING	HOR HORIZONTAL	REINF REINFORCE (D), (ING)
BUR BUILT UP ROOFING	HB HOSE BIB	RCP REFLECTED CEILING PLAN
CAB CABINET	HWH HOT WATER HEATER	REQD REQUIRED
CPT CARPET	INCL INCLUDE (D), (ING)	RA RETURN AIR
CSMT CASEMENT	ID INSIDE DIAMETER	REV REVISION (S), (ED)
CLG CEILING	INSUL INSULATE (D), (ION)	ROW RIGHT OF WAY
CER CERAMIC	INT INTERIOR	RD ROOF DRAIN
C CENTERLINE	INV INVERT	RFG ROOFING
CT CERAMIC TILE	JC JANITOR'S CLOSET	RM ROOM
CMT CERAMIC MOSAIC TILE	JT JOINT	RO ROUGH OPENING
CLR CLEAR (ANCE)	JST JOIST	SCHED SCHEDULE
CO CLEAN OUT	KIT KITCHEN	SECT SECTION
CL CLOSET	KO KNOCKOUT	SF STORE FRONT
COL COLUMN	KD KNOCK DOWN	SMTH SMOOTH
CO COMPANY	LAB LABORATORY	SIM SIMILAR
CONC CONCRETE	LAD LADDER	SC SOLID CORE
CMU CONCRETE MASONRY UNIT	LAM LAMINATE (D)	SLL SOUND AND LIGHT LOCK
CONST CONSTRUCTION	LAV LAVATORY	SPEC SPECIFICATION (S)
CONT CONTINUOUS	L LENGTH (LONG)	SQ SQUARE
CJ CONTROL JOINT	LT LIGHT	SS STAINLESS STEEL
CORR CORRUGATED	LTWT LIGHTWEIGHT	STD STANDARD
CTR COUNTER	LF LINEAR FOOT	STL STEEL
CF CUBIC FOOT	LL LIVE LOAD	STOR STORAGE
CY CUBIC YARD	LVR LOUVER	SD STORM DRAIN
DL DEAD LOAD	LUM LUMINOUS	STRUCT STRUCTURAL
DTL DETAIL	MH MANHOLE	SURF SURFACE
DIAM DIAMETER	MFR MANUFACTURE (ER)	SUSP SUSPENDED
DIM DIMENSION	MDF MEDIUM DENSITY FIBERBOARD	SYM SYMMETRICAL
DR DOOR	MAS MASONRY	TEL TELEPHONE
DN DOWN	MO MASONRY OPENING	TV TELEVISION
DS DOWNSPOUT	MR MOISTURE RESISTANT	TER TERRAZZO
DWR DRAWER	MATL MATERIAL (S)	THK THICK (NESS)
DWG DRAWING	MAX MAXIMUM	THRESH THRESHOLD
DF DRINKING FOUNTAIN	MECH MECHANICAL	T&G TONGUE AND GROOVE
EIFS EXTERIOR INSULATION FINISH SYSTEM	M METER (S)	TO TOP OF
ELEC ELECTRIC (AL)	MW MILLIMETER (S)	TOC TOP OF CURB
ELEV ELEVATION	MWK MILLWORK/MINIMUM (S)	TOSL TOP OF SLAB
ELEV ELEVATOR	MIN MINIMUM (S)	TOS TOP OF STEEL
EMER EMERGENCY	MISC MISCELLANEOUS	TOW TOP OF WALL
ENCL ENCLOSE (URE)	MOD MODULAR	TYP TYPICAL
EQ EQUAL	MT MOUNT (ED), (ING)	UL UNDERWRITERS LABORATORIES
EQUIP EQUIPMENT	MUL MULLION	UNO UNLESS NOTED OTHERWISE
EXIST EXISTING	NCL NATURAL	UR URINAL
EJ EXPANSION JOINT	NAT NATURAL	VAR VARIES
EWC ELECTRIC WATER COOLER	NR NOISE REDUCTION	VEST VESTIBULE
EXP EXPOSED	NRC NOISE REDUCTION COEFFICIENT	VEST VESTIBULE
EXT EXTERIOR	NOM NOMINAL	VCT VINYL COMPOSITION TILE
FWC FABRIC WALL COVERING	NIC NOT IN CONTRACT	WSCT WAINSCOT
FOS FACE OF STUDS	NTS NOT TO SCALE	WH WALL HUNG
FEC FIRE EXTINGUISHER CABINET	OC ON CENTER	WC WATER CLOSET
FHC FIRE HOSE CABINET	OFC OFFICE	WR WATER REPELLANT (WATER RESIST.)
FGL FIBERGLASS	OPNG OPENING	WT WEIGHT
FF FINISH FLOOR	OPP OPPOSITE	WWF WELDED WIRE FABRIC
FIN FINISH (ED)	OD OUTSIDE DIAMETER	W WIDTH, WIDE
FL FLOOR (ING)	PR PAIR	WF WIDE FLANGE STEEL SHAPE
FLR FLOOR (ING)	PNL PANEL	W/ WITH
FLUOR FLUORESCENT	PAR PARALLEL	WIN WINDOW
FT FOOT (FEET)	PK PARKING	WD WOOD
FTG FOOTING	PAV PAVING	YD YARD

PRICING SET - NOT FOR CONSTRUCTION

IMAGENET CONSULTING
LUBBUCK, TX - RENOVATION
1614-1622 MAC DAVIS LANE
LUBBOCK, TX 79401
COVER SHEET

Revisions		
No.	Title	Date

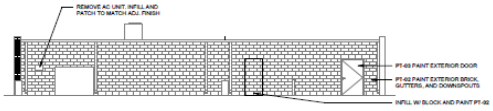
PROJ. NO. 2409
DATE 03.05.23
SHEET NO. G00.1

ARCHITECTURE
PLANNING
INTERIORS
514 N. BROADWAY
SUITE 200
OKLAHOMA CITY, OK 73102
phone: 405.516.1300
fax: 405.516.1306
www.HSEarchitects.com

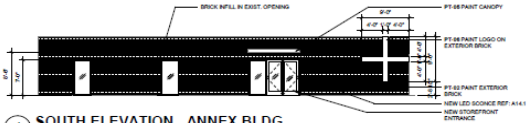
HSE architects



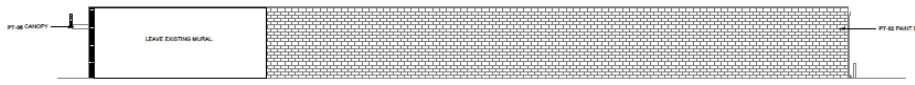
3 WEST ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



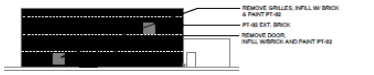
2 NORTH ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



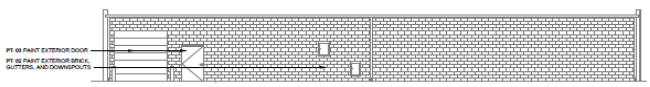
1 SOUTH ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



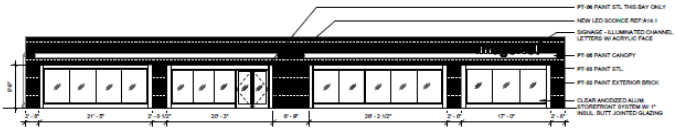
5 EAST ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"



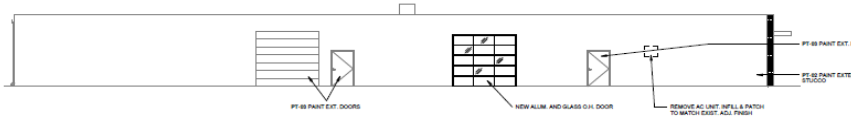
4 EAST ELEVATION - ANNEX BLDG.
SCALE: 1/8" = 1'-0"



7 NORTH ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"



6 SOUTH ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"



8 WEST ELEVATION - MAIN BLDG.
SCALE: 1/8" = 1'-0"

ARCHITECTURE
PLANNING
INTERIORS
514 N. BROADWAY
SUITE 200
OKLAHOMA CITY, OK 73102
phone: 405.516.1300
fax: 405.516.1306
www.HSEarchitects.com

HSE architects

IMAGENET CONSULTING
LUBBUCK, TX - RENOVATION
1614-1622 MAC DAVIS LANE
LUBBOCK, TX 79401
BUILDING ELEVATIONS

Revisions		
No.	Title	Date

PROJ. NO. 2409
DATE 03.05.23
SHEET NO. A20.1

PRICING SET - NOT FOR CONSTRUCTION

IMAGENET CONSULTING
2/5/2026 4:39:41 PM ZVHSE PROJECTS\2024\2409 PROJECTS\2409 Imagenet Lubbock\Revit\Imagenet Lubbock 24R17.rvt
2/5/2026 4:39:37 PM ZVHSE PROJECTS\2024\2409 PROJECTS\2409 Imagenet Lubbock\Revit\Imagenet Lubbock 24R17.rvt

COLLIER CONSTRUCTION

				Total	Main Bldg	Annex
Date:	2/25/2025	**Site Area:**	N/A		88%	12%
Name:	ImageNet	**Building Area:**		16,202	14254	1948
		Cost/SF:	$	-	$ -	$ -

		Description		Total	Main Bldg	Annex
	Div 01	General Conditions	$	113,854.50	$ 100,165.54	$ 13,688.96
	Div 02	Demo & Sitework	$	55,496.00	$ 28,418.79	$ 27,077.21
	Div 03	Concrete	$	10,000.00	$ 8,500.00	$ 1,500.00
	Div 04	Masonry	$	5,500.00	$ 3,500.00	$ 2,000.00
	Div 05	Metals	$	33,640.00	$ 22,374.49	$ 11,265.51
	Div 06	Wood and Plastics	$	128,055.65	$ 106,454.61	$ 20,101.04
	Div 07	Waterproofing and Roofing	$	188,552.00	$ 157,465.00	$ 31,087.00
	Div 07	Insulation and Fireproofing	$	-	$ -	$ -
	Div 08	Doors and Hardware	$	48,599.00	$ 43,756.11	$ 4,842.89
	Div 08	Glass and Glazing	$	95,074.00	$ 80,343.00	$ 14,731.00
	Div 09	Framing and Gyp Board	$	135,698.00	$ 114,983.91	$ 15,714.09
	Div 09	Tile and Stone	$	16,674.00	$ 10,500.00	$ 6,174.00
	Div 09	Acoustical Ceilings	$	-	$ -	$ -
	Div 09	Flooring	$	60,995.00	$ 49,698.00	$ 11,297.00
	Div 09	Paint and Wallcovering	$	131,201.00	$ 116,328.17	$ 14,872.83
	Div 10	Specialties	$	20,960.00	$ 12,118.62	$ 8,841.38
	Div 11	Equipment	$	-	$ -	$ -
	Div 12	Furnishings	$	-	$ -	$ -
	Div 13	Special Construction	$	-	$ -	$ -
	Div 14	Conveying Systems	$	-	$ -	$ -
	Div 15	Mechanical	$	328,710.00	$ 277,550.09	$ 51,159.91
	Div 15	Plumbing	$	183,000.00	$ 80,880.00	$ 102,120.00
	Div 15	Fire Protection Systems	$	-	$ -	$ -
	Div 16	Electrical	$	272,553.00	$ 239,783.39	$ 32,769.61
	Div 17	Communications and A/V	$	-	$ -	$ -
		Subtotal	$	1,828,562.15	$ 1,452,819.72	$ 369,242.43
		Builders Risk Insurance	$	841.14	$ 740.01	$ 101.13
		General Liability	$	2,800.38	$ 2,463.69	$ 336.70
		Fee	$	128,254.26	$ 101,921.64	$ 25,877.62
		Subtotal	$	1,960,457.93	$ 1,557,945.06	$ 395,557.87
		Performance and Payment Bond	Excluded		Excluded	Excluded
		Sales Tax On Remodel (8.25%)	$	161,737.78	$ 128,530.47	$ 32,633.52
		TOTAL	**$**	**2,122,195.71**	**$ 1,686,475.53**	**$ 428,191.40**

This pricing assumes both buildings are contracted and built simulatenously. If ImageNet opts to do one of the two buildings, or one building at a time, pricing would need to be re-evaluated.

NOTABLE INCLUSIONS:

New Roof with R30 insulation and new skylights
Remove old RTU's, all new HVAC
New HVAC & Electrical
Exposed painted ceilings in Demo Room, Show Room, Conference Room, Huddle Room, and Breakrooms

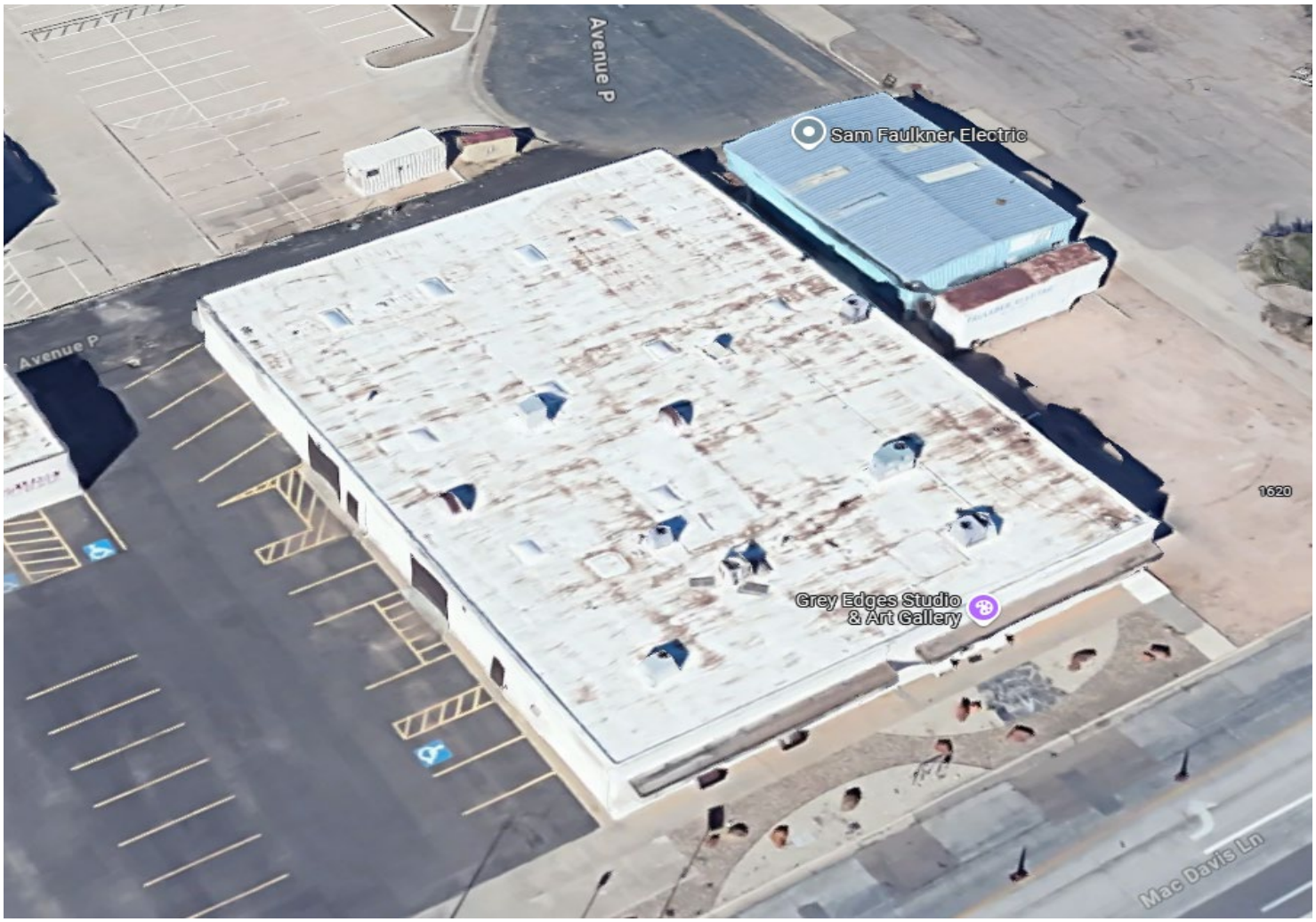
NOTABLE EXCLUSIONS:

Impact Fee - City Worksheets shows $0 for downtown area
IT - Data / Comms cabling, IT racks, Wireless Access Points, etc.
Includes conduit to above ceiling for data locations shown on plans
Audio-Visual, Access Control, Cameras, Alarms, etc
Fire Alarm
Fire Sprinkler

1616 Mac Davis Lane







AI# 13323

Regular City Council Meeting **5. 25.**
04/08/2025:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order 90500067, with Kraftsman Commercial Playgrounds and Water Parks, for playground safety surfacing demolition and replacement at Maedgen Park, located at 1st Street and Boston Avenue.

Item Summary

Each year, the Parks and Recreation Department performs a safety audit on all 58 playgrounds located in City parks. During the 2025 inspection, the department's certified playground safety inspector deemed the safety surface at Maedgen Park unsafe for use and in need of immediate replacement.

Staff contacted Kraftsman Commercial Playgrounds and Water Parks, to provide quotes to demolish and replace 2,300 square feet of safety surfacing.

Purchase Order 90500067, through BuyBoard Contract 679-22, is for the following:

- Demolition and disposal of existing pour-in-place surfacing.
- Installation and materials for 2,300 square feet of pour-in-place rubber, 50% black with 8-feet fall height, and rubber sub-base.

Fiscal Impact

Purchase Order 90500067 in the amount of $99,133.45 is funded in Capital Improvement Project 92832, Amenity Replacement Program.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Colby VanGundy, Parks and Recreation Director

Attachments

Resolution
Purchase Order
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, Purchase Order 90500067, in accordance with BuyBoard Contract 679-22 for removal and replacement of the rubber playground surface at Maedgen Park, by and between the City of Lubbock and Kraftsman Commercial Playgrounds & Water Parks, of Spring, Texas, and all 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:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.PO 90500067 BuyBoard 679-22 Kraftsman Commercial Playgrounds & Water Parks
3.31.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 3/24/2025
Order Number 90500067 000 OP
Branch/Plant 92567

TO: KRAFTSMANS, LP
19535 HAUDE RD
SPRING TX 77388

SHIP TO: CITY OF LUBBOCK
PARKS AND RECREATION
308 MUNICIPAL DRIVE
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 3/24/2025 Freight .
Requested 5/30/2025 Taken By A ESPARZA
Delivery Per S Cantu REQ 62985 BUYBOARD CONTRACT #679-22

If you have any questions about this order, please contact Sandra Cantu at 806-775-2667 or via email at SCantu@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Remove and Replace IPEMA Rubber	1.000	99,133.4500	EA	99,133.45	5/30/2025
BuyBoard 679-22	1.000		EA		5/30/2025

Terms NET DUE ON RECEIPT Total Order 99,133.45

INSURANCE REQUIRED:

Commercial General Liability:	**Additional Policies:**
$1,000,000 occurrence / $2,000,000 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: $1,000,000 occurrence is needed Commercial General Liability Heavy Equipment Endorsement: Heavy Equipment endorsement is required 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.	

This purchase order encumbers funds in the amount of $99,133.45 awarded to Kraftsman Commercial Playgrounds & Water Parks, LP of Spring, TX, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated March 10, 2025, from Kraftsman Commercial Playgrounds & Water Parks, LP of Spring, TX, and BuyBoard Contract #679-22.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q83881-1
Date: 03/10/2025
Project: 32680
Created By: Jeff Goodman
Quote Name: Turnkey PIP removal and replacement

BILL TO

Lubbock, City of
Kalee Robinson
Chase E Maedgen PIP
Accounts Payable
PO Box 2000
Lubbock, TX 79457
806-775-2672

SHIP TO

Lubbock, City of
Kalee Robinson
Chase E Maedgen PIP
1st St
Lubbock, TX 79401
806-775-2672

Terms:
Net 30 days

QTY	Code	Description	Size	Color
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22		
2300	BASE-4	Compacted Stabilized base, installed at a 4” depth. By: Kraftsman	Per Foot	
2300	PIP	Furnish and Install IPEMA Certified Poured in Place Safety Surfacing, 3.75” depth for 8’ critical fall height, 50% std EPDM color/50% black Includes: - Aromatic binder - Tot Turf Advantage wear course layer at 4 spinners to protect from wear and tear. - 5 Year Warranty - longer life expectancy with proper maintenance. * *Budget Proposal for Maintenance Roll Coat to be applied 18-24 months from date of installation, to be revised at time of Roll Coat Install - $6.50 per SF* - Borders/Sub Base/Site Prep/Drainage - Not Included unless listed separately - Based on good job access, no design, regular wages, trash removal from site		get quote
2300	REMOVE RUBBER	Removal of existing rubber surfacing, clean up of materials, and disposal in proper land fill (Does not include complete removal of binders attached to top of concrete or sub base materials) Applies to maximum 2” thickness. NOTE: Minimum charge of $1500	sq ft	

Total: $99,133.45

Initials _____

Special Terms and Conditions

Sales Tax Exempt:
Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Buy Board:
Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Insurance Terms:
Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Shipping Charges:
Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:
No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Force Majeure:
Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Sub Surface Conditions:
The owner shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions or pour soil bearing capacity, less than 3000 PSF or a water table higher than 10 ft below finished grade. If material is so large or so large or cumbersome that it cannot be removed with a mini excavator, then that part of excavation that requires other methods of removal or remediation such as, but not limited to, shoring, pneumatic jack hammer, backhoe, hydraulic rock breaker, or dynamite, will be billed on a time and material basis.

Storage Fees:
Please review lead times for production and shipping, If for whatever reason customer or customer's site is not ready for installation of product within 4 weeks of arrival from manufacturer at Kraftsman warehouse, a storage fee equal to 2% of the product will be incurred monthly to be paid at time of installation.

Concealed Conditions:
If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, or obstruct performance by Contractor of the work herein prescribed, or burden the scope of work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the scope of work and contract price as herein above defined shall be adjusted in accordance with account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

Extra Work & Deviations from Original Contract Work:

Should Owner, construction lender if any, or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the work as herein above specified, the costs of such deletion(s), modification(s), or addition (s) shall be added to or deducted from the contract price, as herein above defined, as the circumstances dictate. Any and all deletions from, modifications of, or additions to the scope of work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in a writing signed by Owner and Contractor prior to any obligation in kind or character on the part of the Contractor to recognize, honor, or adhere to such changes.

Items not included:

These items are not included (unless separately listed in line-items of proposal):
· Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
· Concrete lead walks or adjoining observation concrete deck areas.
· Excavation and Drainage of area for fall surfacing.
· Removal of existing fall surface materials.
· Removal of existing equipment.
· Storm Water Pollution Controls for project site.
· Temporary security fence during construction.
· Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
· Shade systems or site amenities.
· Anything not specifically listed in line items of proposal.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Project Completion Playgrounds:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:
· Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer (see Lead Time Note for ship times from manufactures), issuance of building permits if required, weather permitting.

Surfacing:

Yearly Roll Coat Maintenance of Poured in Place is recommended every 18 months and is required to remain complaint with warranty. Estimated cost for Roll Coat: $XX.XX

NotePricing - Rubber Surfacing

Due to the current volatility of the surfacing raw materials market, shipping & labor –
Pricing good for 30 days. Expired proposals may be subject to a price increase of up to 3%
*Please contact your sales rep for current pricing of all expired proposals

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q83881-1
Date: 03/10/2025
Project: 32680
Created By: Jeff Goodman
Quote Name: Turnkey PIP removal and replacement

General Terms and Conditions

Bill To:
Lubbock, City of

Ship To:
Lubbock, City of

Terms:
Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warranties the merchandise and workmanship on this proposal to be up to the manufacturers' published standards upon receiving full payment. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance and/or payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to unmarked underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If Kraftsman is to handle required permitting, Kraftsman will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted



Jeff Goodman

March 10, 2025
Date

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* _____

Printed Name & Title _____ *Date of Acceptance* _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

City of Lubbock, TX
Capital Project
Project Cost Detail
April 8, 2025

Capital Project Number:	92832
Capital Project Name:	Amenity Replacement Program

Encumbered/Expended	**Budget**
Advantage Courts	$ 155,850
Exerplay, Inc.	6,958
MUDCO	3,352
Pcards/Miscellaneous	3,971
Agenda Item April 8, 2025	
Kraftsman - PO	99,133
Encumbered/Expended To Date	269,264
Estimated Costs for Remaining Appropriation	
Engineering, Design and Amenities	19,046
Remaining Appropriation	19,046
Total Appropriation	$ 288,310

CIP 92832 Amenity Replacement Program

Replacement Infrastructure

Project Manager: Colby VanGundy - Parks and Recreation - Parks and Recreation

Project Scope

This project involves the replacement and refurbishment of current park amenities, including, but not limited to, sports courts, benches, picnic tables, grills, drinking fountains, shelters, dog stations, and trash cans. Additionally, this project includes a playground replacement program. In additional to grading each playground onsite using practices learned through CPSI training and certification, staff will use Cartegraph as an asset management database to conduct regular condition evaluations.

Project Justification

Over the past four years, the city has actively worked on replacing many of the failing playgrounds within the park system. This initiative has significantly improved the overall average condition score of playgrounds. While the department's focus has been on replacing playground structures with major safety concerns, many of the existing playgrounds still have substantial life remaining. These playgrounds have received lower scores primarily due to deteriorating safety fall zones, which are beyond repair. This program aims to address these issues and will greatly extend the lifespan of these facilities.

Project Highlights

Council Priorities Addressed:
Public Safety, Community Improvement and Redevelopment as it will provide the funds needed to replace park amenities to ensure each park is safe, updated and ultimately up to standards. With new and improved playgrounds and amenities, parks will become more inviting to visitors and the surrounding communities.

Project History

- FY 2023-24 $100,000 was appropriated by Ord. 2023-O0108
- FY 2023-24 $89,176 was appropriated by BCR 2024-14
- FY 2024-25 $99,134 was appropriated by BCR 2025-12

Project Dates

Start Date: Oct 1, 2023
Projected Project End Date: TBD

Project Location

City-wide at various parks.

Project Appropriations

	Appropriation to Date	2025 - 26 Budget	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget
Acquisition	$288,310	$0	$0	$0	$0	$0	$0
Construction	$0	$825,000	$725,000	$318,455	$343,932	$371,446	$0
TOTAL	**$288,310**	**$825,000**	**$725,000**	**$318,455**	**$343,932**	**$371,446**	**$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	$288,310	$825,000	$725,000	$318,455	$343,932	$371,446	$0
TOTAL	**$288,310**	**$825,000**	**$725,000**	**$318,455**	**$343,932**	**$371,446**	**$0**

Operating Budget Impacts

Description	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Powered by OpenGov

AI# 13328

Regular City Council Meeting **5. 26.**

04/08/2025:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Purchase Order 10028309, with Primary Arms LLC, for the purchase of Trijicon 3x Magnifiers for the Lubbock Police Department.

Item Summary

The Trijicon 3x Magnifier provides enhanced target identification for officers engaging in threats at extended distances. After detailed testing of this and similar rifle optics, it was determined that this product performed the best for the needs of the Lubbock Police Department.

This purchase of 150 TrijiCon 3X Magnifers will be made through the purchasing cooperative BuyBoard, Contract #698-23.

Fiscal Impact

Purchase Order 10028309, with Primary Arms LLX, of Houston, Texas, for $53,682.28, is funded in the Adopted FY 2025-2026 Police Operating Budget, Abandoned Vehicle Fund.

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution- Primary Arms LLC

PO 10028309 Updated - Primary Arms

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 10028309, as per BuyBoard Contract 698-23, for the purchase of Trijicon 3x Magnifiers for the Lubbock Police Department, by and between the City of Lubbock and Primary Arms, LLC, of Houston, Texas, and all 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:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

RES.PO 10028309-Primary Arms, LLC
3.10.25

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 4/3/2025
Order Number 10028309 000 OP
Branch/Plant 5719

TO: PRIMARY ARMS LLC
3219 S SAM HOUSTON PKWY E
HOUSTON TX 77047

SHIP TO: CITY OF LUBBOCK
POLICE ACADEMY
REESE CENTER
508 DAVIS DRIVE
LUBBOCK TX 79416

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

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

Ordered 4/3/2025 Freight .
Requested 4/30/2025 Taken By A ESPARZA
Delivery PER L PEDERSON REQ. 62935 BUYBOARD CONTRACT #698-23

If you have any questions about this order, please contact Lisa Pederson at 806-775-2765 or via email at LPederson@mylubbock.us.

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Trijicon 3X Magnifier With MAG-C-2600001 Adj. Height Flip to Side Mount	150.000	356.9900	EA	53,548.50	4/30/2025
Shipping	1.000	133.7800	EA	133.78	4/30/2025

Terms NET DUE ON RECEIPT Total Order 53,682.28

This purchase order encumbers funds in the amount of $53,682.28 awarded to Primary Arms, LLC of Houston, TX, on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated April 03, 2025, from Primary Arms, LLC of Houston, TX, and BuyBoard Contract #698-23.

Resolution #_____

CITY OF LUBBOCK: ATTEST:

_____ _____
Mark McBrayer, Mayor Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Estimate

#ES-15822
4/3/2025

Primary Arms, LLC
3219 S Sam Houston Pkwy E, Ste 100,
Houston, TX, 77047
United States

Estimate Expiration Date: 6/2/2025

Bill To

City of Lubbock
1314 AVE K
Lubbock TX 79401
United States

Ship To

Tim Vaden
Lubbock Police Academy
508 Davis Drive
Lubbock TX 79416
United States

TOTAL

$53,682.28

Memo	Sales Rep	Shipping Method
	935 Houston Rutherford	FedEx Ground (Gov Sale Order)

Item	Quantity	Rate	Amount
MAG-C-2600001 Trijicon 3x Magnifier with Adjustable Height QD Flip to Side Mount	150	$356.99	$53,548.50

Subtotal	$53,548.50
Discount	
Shipping Cost	$133.78
Total Tax (%)	$0.00
Total	$53,682.28

Estimate Disclaimer

This estimate may exclude any applicable taxes. The final invoice may include sales tax, VAT, or other applicable taxes based on the shipping destination and tax regulations. If tax exemption status applies to this order, provide a valid exemption documentation before placing the order. Failure to verify tax exemption before the order is finalized will result in the order being processed with all applicable taxes included, and adjustments may not be possible after the fact. This estimate is for informational purposes only and does not constitute a binding invoice. Pricing and availability are subject to change.

ES-15822

AI# 13329

Regular City Council Meeting **5. 27.**

04/08/2025:

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor of the City of Lubbock to execute a Memorandum of Understanding, and all related documents, by and between the City of Lubbock and Lubbock-Cooper Independent School District (ISD), for law enforcement services at designated Lubbock-Cooper ISD events within the city limits and/or within the municipal limits of the extraterritorial jurisdiction of the City of Lubbock.

Item Summary

The Texas Education Code, Section 37.081 (g), requires that school district police departments and the law enforcement agencies with which they have overlapping jurisdiction, shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the departments and the agencies. This memo of understanding outlines the law enforcement services at designated Lubbock-Cooper ISD events within the city limits and/or within the municipal limits of the extraterritorial jurisdiction of the City of Lubbock.

This memorandum of understanding meets the requirements of the statute.

Fiscal Impact

None

Staff/Board Recommending

Seth Herman, Chief of Police

Attachments

Resolution-MOU with Lubbock-Cooper ISD

MOU with Lubbock-Cooper ISD

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding by and between the City of Lubbock and Lubbock-Cooper Independent School District for law enforcement services, and all related documents. Said Memorandum of Understanding 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:

_____
Seth Herman, Chief of Police

APPROVED AS TO FORM:

_____
Ryan Brooke, Senior Assistant City Attorney

ccdocsII/RES.MOU-Lubbock Cooper ISD
3.10.25

THE STATE OF TEXAS	§	
	§	Memorandum of Understanding For
	§	Law Enforcement Services
	§	by and between the City of Lubbock.
	§	and the Lubbock-Cooper Independent
COUNTY OF LUBBOCK	§	School District.

This Memorandum of Understanding ("MOU") is entered into on this ___ day of March, 2025, by and among the CITY OF LUBBOCK, a home-rule municipality in Lubbock County, Texas, (hereinafter referred to as "CITY") and the LUBBOCK-COOPER INDEPENDENT SCHOOL DISTRICT, an independent school district located at Lubbock County, Texas (hereinafter referred to as "SCHOOL DISTRICT") (collectively referred to as the "Part(ies)."
WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is an independent school district maintaining and operating facilities within the CITY; and

WHEREAS, the SCHOOL DISTRICT has commissioned peace officers for security and law enforcement purposes; and

WHEREAS, the Texas Education Code, Section 37.081, requires that the jurisdiction of a peace officer employed by a school district shall be determined by the board of trustees and may include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district, and

WHEREAS, Texas Education Code, Section 37.081, requires that school district police departments and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies, and

WHEREAS, the CITY and the SCHOOL DISTRICT each find that this undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to improve the efficiency and effectiveness of their police departments by cooperating in the provision and performance of law enforcement services pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to specify the terms and conditions of an agreement through which this mutually beneficial relationship may be affected; and

WHEREAS, the CITY and the SCHOOL DISTRICT recognize and understand that the circumstances of an incident may necessitate that the requirements of this MOU be amended or revised to allow the law enforcement officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances; and

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named governmental entities agree as follows:

I. **Definitions**

The following terms shall have the following meanings when used in this MOU:

(a) "Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement Officer Standards and Education;

(b) "Party" means a governmental entity which is a party to this MOU;

(c) "Chief law enforcement officer" means the chief of police of a municipality and the chief of police of an independent school district;

(d) "Chief administrative officer" means the city manager or superintendent of an independent school district;

(e) "Requesting governmental entity" or "requesting party" shall mean and refer to the contracting governmental entity that requests another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

(f) "Responding governmental entity" or "responding party" shall mean and refer to the governmental entity that answers or responds to request of another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

II. **Purpose**

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace. The Parties recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees and the public, and the Parties therefore pledge to meet on a periodic basis to discuss the purpose of this MOU and to

develop practices and procedures in keeping with this purpose.

III. Primary Jurisdiction and Concurrent Jurisdiction

A. the CITY shall retain primary jurisdiction over property owned by the CITY, and over property located within the CITY's corporate limits and not owned by any other Party.

B. the SCHOOL DISTRICT shall retain primary jurisdiction, over property owned by the SCHOOL DISTRICT and located within the CITY.

IV. Requests for Assistance and Response

A responding party may assign its law enforcement officers to perform law enforcement duties outside the responding party's Primary Jurisdiction, subject to the responding party's determination of availability of personnel and at the responding party's sole discretion as to participation, when:

A. requested by the chief law enforcement officer, or his designee, of a requesting party; and

B. the chief law enforcement officer, or his designee, of the responding party has determined, in his sole discretion, that the assignment is necessary to the providing of law enforcement services within the Primary Jurisdiction of the requesting party for the purposes set forth at paragraph II above.

The CITY reserves the right to retain the primary authority for its specialized police units, dispatched in response to incidents within the corporate limits of the CITY such as a missing child, sexual assault, kidnapping, armed barricaded subject, active shooter or sniper, riot, an incident involving fatalities or any other incident within the city limits for which the CITY believes the use of its specialized police services is reasonable and necessary.

The ranking on-duty peace officer of each party present at the response location shall be deemed the authorizing official for that party.

Any request for aid under this MOU shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding party's chief law enforcement officer or his designee. Requests for aid shall be directed to the attention of the following named persons or officers of each respective party or to such other persons or officers as a party may hereinafter designate:

A. City of Lubbock:

Request "Shift Commander," Lubbock Police Department, by dialing the Communications Center: 806.763.5336

B. Lubbock-Cooper Independent School District:
Request "Chief of Police," Lubbock-Cooper Independent School District Police Department, by dialing 806.993.2300

Law enforcement personnel of the responding party will be released by the requesting party when their services are no longer required as determined by the chief law enforcement officer, or his designee, of the requesting party. The chief law enforcement officer of the responding party, or his designee, in collaboration with the requesting party's chief law enforcement officer, may withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this MOU, at any time. Such withdrawal should be made in such a way that it does not pose a threat to the safety or security of the location and/or situation.

V. Status of Responding Peace Officers and Command Authority

While any law enforcement officer regularly employed as such by a responding party is in the service of any requesting party, he shall at all times remain a peace officer of the responding party and shall be under the command of the responding party's chief law enforcement officer.

Vl. Service of Arrest and Search Warrants

Whenever possible, a peace officer of a municipality should notify the police department of a school district before serving any arrest or search warrant on the property of a school district. A peace officer of a school district may accompany a peace officer of a municipality when the municipal peace officer is serving an arrest or search warrant on the property of a school district.

VII. Responsibility for Completing Investigation

The completion of any investigation upon termination of a response to request, or upon withdrawal from an initiated response, will remain under the jurisdiction and authority of the party having primary jurisdiction, unless otherwise agreed to by the parties.

VIII. Dispatching Calls Between Police Departments

The dispatcher of a party receiving or dispatching a call relating to the provision made for law enforcement services by this MOU will:

A. Maintain a record of calls received, routed and dispatched to any other party to this MOU, which record shall be available to all parties upon request;

B. When referring an emergency caller to a party under this MOU, the dispatcher should advise the caller that the referral is being made and should remain on the line with the caller until a connection is made with the party referred to; and

C. When dispatching a unit to another party's primary jurisdiction, the dispatcher should attempt to notify the dispatcher of the department for the other party as soon as possible.

IX. No Waiver of Reimbursement for Services

No party to this MOU waives the right granted by Section 362.003(c), Texas Local Government Code, to request reimbursement for services performed under this MOU. The governmental entity whose authorized official requested the services shall reimburse the governmental entity providing such services upon request, unless the responding entity had jurisdiction to perform the law enforcement services notwithstanding this MOU.

X. Employee Compensation Unaffected

Any law enforcement officer or other person who is assigned, designated, or ordered by the chief law enforcement officer of the party which regularly employs him, or his designee, to perform police or peace officer duties pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the party where he is regularly employed. Moreover, all wages and disability payments, including equipment and clothing, medical expenses, expenses of travel, food, and lodging, shall be paid by the party which regularly employs such person in the same manner as though the service had been rendered within the limits of the party where the person is regularly employed.

XI. Civil Lawsuits and Retention of Benefits Related to Employee Status

In the event that any person performing law enforcement services pursuant to this MOU shall be cited as a party to any state or federal civil lawsuit arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this MOU.

XII. Non-Waiver of Immunity

It is expressly understood and agreed that, in the execution of this MOU, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XIII. Duration of MOU

This MOU shall be effective for a period beginning on the date first written above and ending a calendar year later, and shall thereafter automatically renew for one year terms unless terminated in accordance with the terms and conditions of this MOU.

XIV. Termination

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the person or officer of each other party to this MOU designated herein for notice.

XV. Performance of Services

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

XVI. Release and Indemnification

To the extent permitted by law each Party to this MOU expressly waives all claims against every other Party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and shall, to the extent permitted by law, indemnify each other Party for any liability arising out of the acts or omissions of its own employees and officers.

XVII. Waiver of Subrogation

The Parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the Parties.

XVIII. Remedies

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

XIX. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XX. Applicable Law

This MOU is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law.

XXI. Venue

The Parties to this MOU agree and covenant that thjs MOU will be enforceable in Lubbock County, Texas; and that if legal action is necessary to enforce this MOU exclusive venue will be in Lubbock County, Texas.

XXII. Notice

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For the CITY:
Lubbock City Manager
P.O. Box 2000
Lubbock, Texas 79457-2000

For the SCHOOL DISTRICT:
Lubbock-Cooper ISD Superintendant
13807 Indiana Avenue
Lubbock, Texas 79423

XXIII. Public Information

This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act') the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of ' law enforcement tactical information' and will assert a lawful objection or privilege to keep such information

confidential.

XXIV. No Joint Enterprise

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

XXV. Entire Understanding

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties, unless the circumstances of a particular situation make such a written amendment impracticable, in which case, the ranking on-duty peace officer of each party present at the response location is authorized to deviate from this MOU as that officer, in his sole discretion, deems necessary and advisable.

XXVI. Authorization

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first state above.

FOR THE CITY OF LUBBOCK, TEXAS:

MARK MCBRAYER, MAYOR

ATTEST:

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

SETH HERMAN,
Chief of Police, Lubbock

FOR THE LUBBOCK-COOPER INDEPENDENT SCHOOL DISTRICT:

KEITH BRYANT, Superintendent

APPROVED AS TO CONTENT:

Enrique Saldana,
Chief of Police, Lubbock-Cooper ISD

APPROVED AS TO FORM:

RYAN BROOKE,
SENIOR ASSISTANT CITY ATTORNEY

AI# 13292
Regular City Council Meeting 5. 28.
04/08/2025:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2025-O0045, for Zone Case 1112-G, a request of Presto Hail Lifters for Lon Miller, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial (AC), at 2110 and 2112 50th Street, located north of 50th Street and west of Avenue U, Felix Addition, Lot 10 and the west 37.5 feet of Lot 9, and consider an ordinance.

Item Summary

On March 25, 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 March 6, 2025, and recommended approval of the request by a unanimous vote of 5-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 1112-G
Staff Report 1112-G
Documentation 1112-G

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. 1112-G; A ZONING CHANGE FROM NC TO AC ZONING DISTRICT AT 2110 AND 2112 50TH STREET, LOCATED NORTH OF 50TH STREET AND WEST OF AVENUE U, FELIX ADDITION, LOT 10 AND THE WEST 37.5 FEET OF LOT 9, 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. 1112-G

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 **NC** to **AC** zoning district at **2110 and 2112 50TH Street, located north of 50th Street and west of Avenue U, Felix Addition, Lot 10 and the west 37.5 feet of Lot 9,** 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/ZC1112-G
March 6, 2025

Planning Department
City of Lubbock

Staff Report	Zone Case 1112-G
City Council Meeting	March 25, 2025

Applicant Presto Hail Lifters

Property Owner Lon Miller

Council District 2

Prior Board or Council Action

- December 15, 1949, Ordinance No. 0948: The subject properties were annexed into city limits and zoned Single-Family District (R-1).
- August 28, 1952, Zone Case 0363, Ordinance No. 1265: The subject properties were rezoned from R-1 to Two-Family District (R-2).
- June 22, 1961, Zone Case 0919, Ordinance No. 3480: The subject properties were rezoned from R-2 to Multi Family District (R-3).
- December 20, 1962, Zone Case 1045, Ordinance No. 3965: The subject properties were rezoned from R-3 to Restricted Local Retail District (C-2A).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject properties were rezoned from C-2A to Neighborhood Commercial District (NC) with the adoption of the Unified Development Code.
- March 6, 2025, Zone Case 1112-G: The Planning and Zoning Commission recommended approval of a zone change from NC to Auto-Urban Commercial District (AC) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 46
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject properties were platted August 8, 1963 as Felix Addition, Lot 10 and the west 37.5 feet of Lot 9, and are currently developed with a commercial retail center.

Adjacent Property Development

Properties to the north are zoned Medium Density Residential District (MDR) and High Density Residential District (HDR) and are developed with a mixture of single family residences and a duplex. To the east, south and west, the properties are zoned Neighborhood Commercial District (NC), and are developed with a variety of commercial uses.

Zoning Request and Analysis

Item Summary

The subject properties are addressed as 2110 and 2112 50th Street, and are located north of 50th Street and west of Avenue U. The applicant requests a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC).

Current zoning: **Neighborhood Commercial District (NC)**

Requested zoning: **Auto-Urban Commercial District (AC)**

Intent Statements
The purpose of the Neighborhood Commercial District (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."

The intent of the proposed Auto-Urban Commercial District (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. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts
The proposed zone change is along 50th Street and west of Avenue U. The Master Thoroughfare Plan, 2018, designates 50th Street as a Principal Arterial and Avenue U as a Collector Street. Arterial streets are continuous routes whose function is to serve the high-volume needs of local traffic and regional traffic. Collectors are designed for medium volumes of vehicles operating at lower speeds (i.e., 30-35 mph).

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 AC would be in conformance with the Commercial designation. This request would be appropriate next to adjacent lower intensity commercial land uses, and fronting along an Arterial Street.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The properties are located along an arterial, and the requested zoning district is appropriate adjacent to the nearby commercial land uses.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not need any additional public improvements.

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

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 1112-G

Allowable Uses: Auto Urban Commercial District (AC)

Transportation: The proposed development has a point of access from 50th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
50th Street, *Principal Arterial Complete*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 2

3.1 **Zone Case 1112-G:** Presto Hail Lifters for Lon Miller, request for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial (AC), at:

- 2110 and 2112 50th Street, located north of 50th Street and west of Avenue U, Felix Addition, Lot 10 and the west 37.5 feet of Lot 9.

PLANNING MANAGER GREG HERNANDEZ gave a presentation and answered questions from the Commission. Staff has no objection to the request.

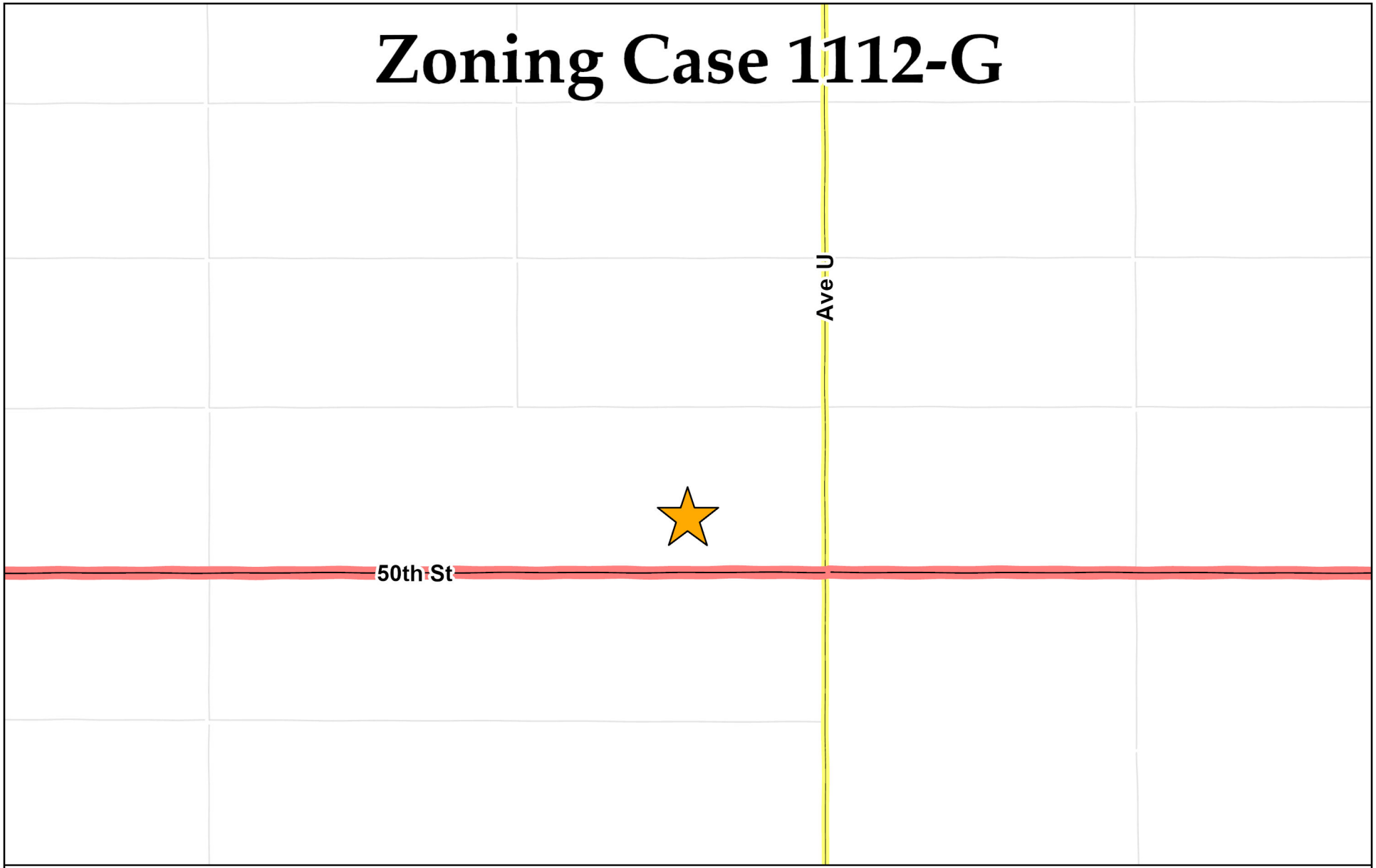
APPLICANT KATHY CANTU, 2106 50th Street, gave comments about the request and answered questions from the Commission.

IN FAVOR MIKE MALDONADO, 1105 81st Street, further explained the request, explaining it should attract more business, and therefore he is in favor of the proposed zone change.

No one appeared to speak in opposition.

In the matter of **Zone Case 1112-G**, a motion was made by **ROBERT WOOD** and seconded by **TAREK REDWAN** to approve the request as presented. The Commission voted 5 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 1112-G

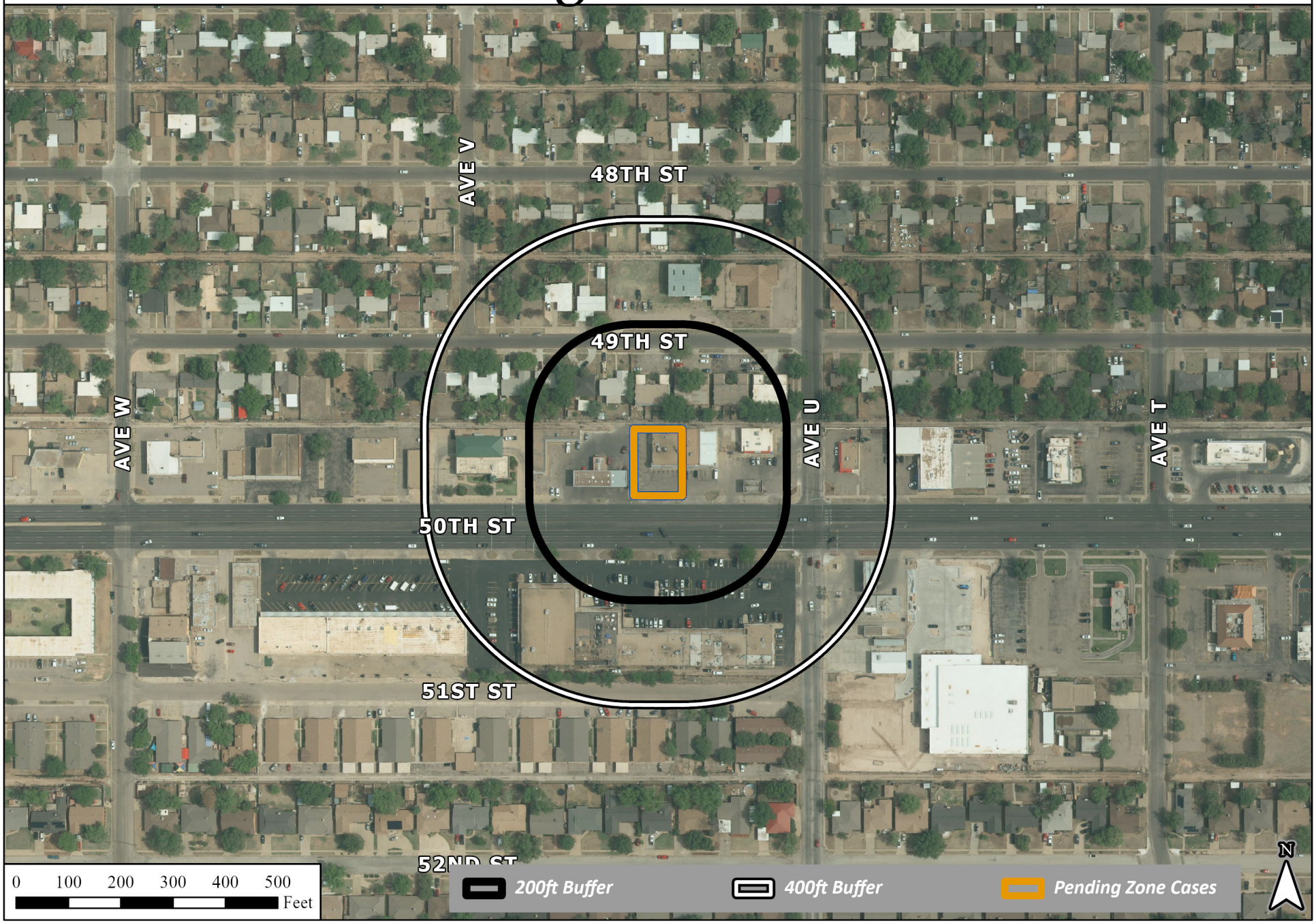


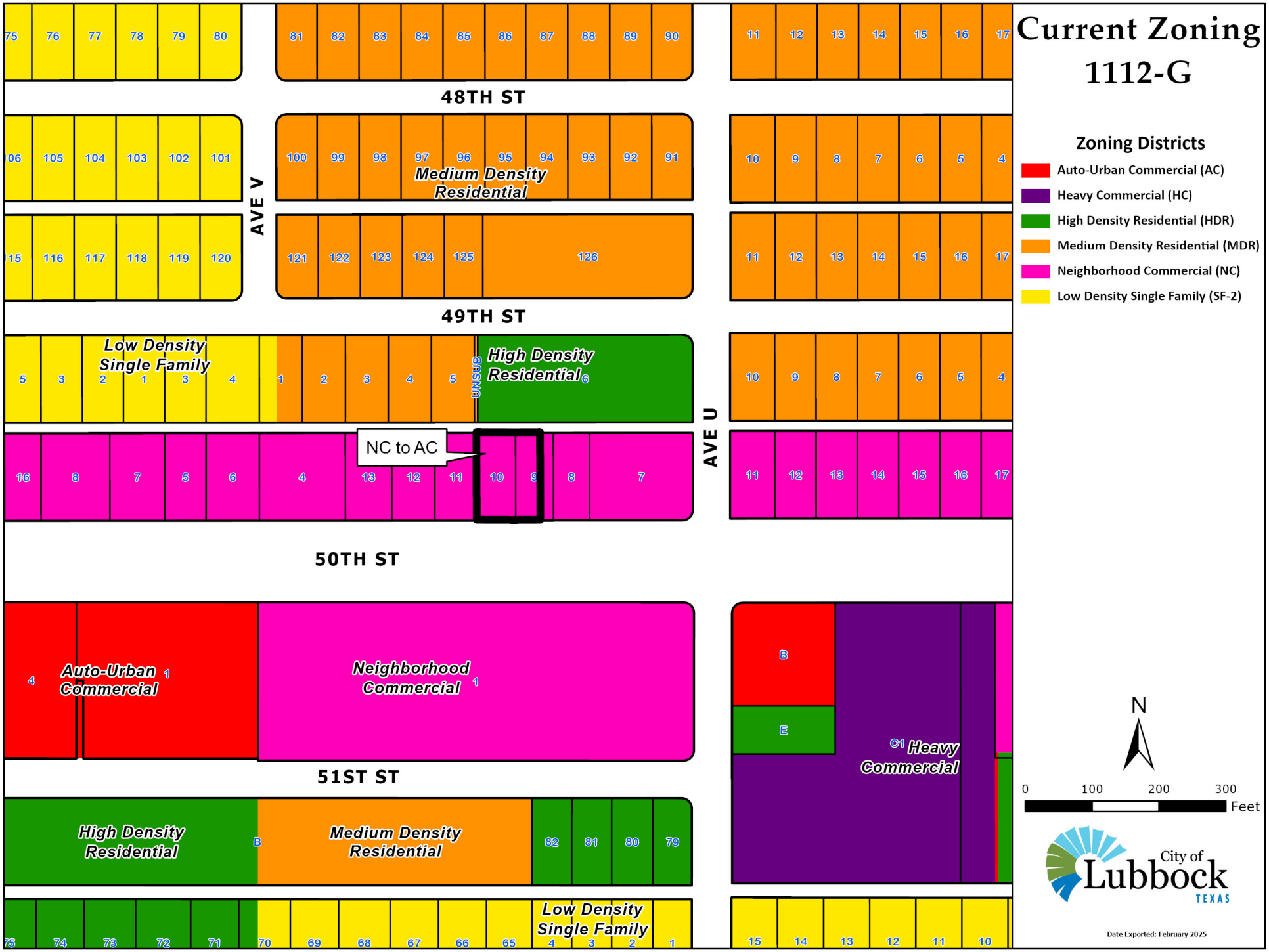
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

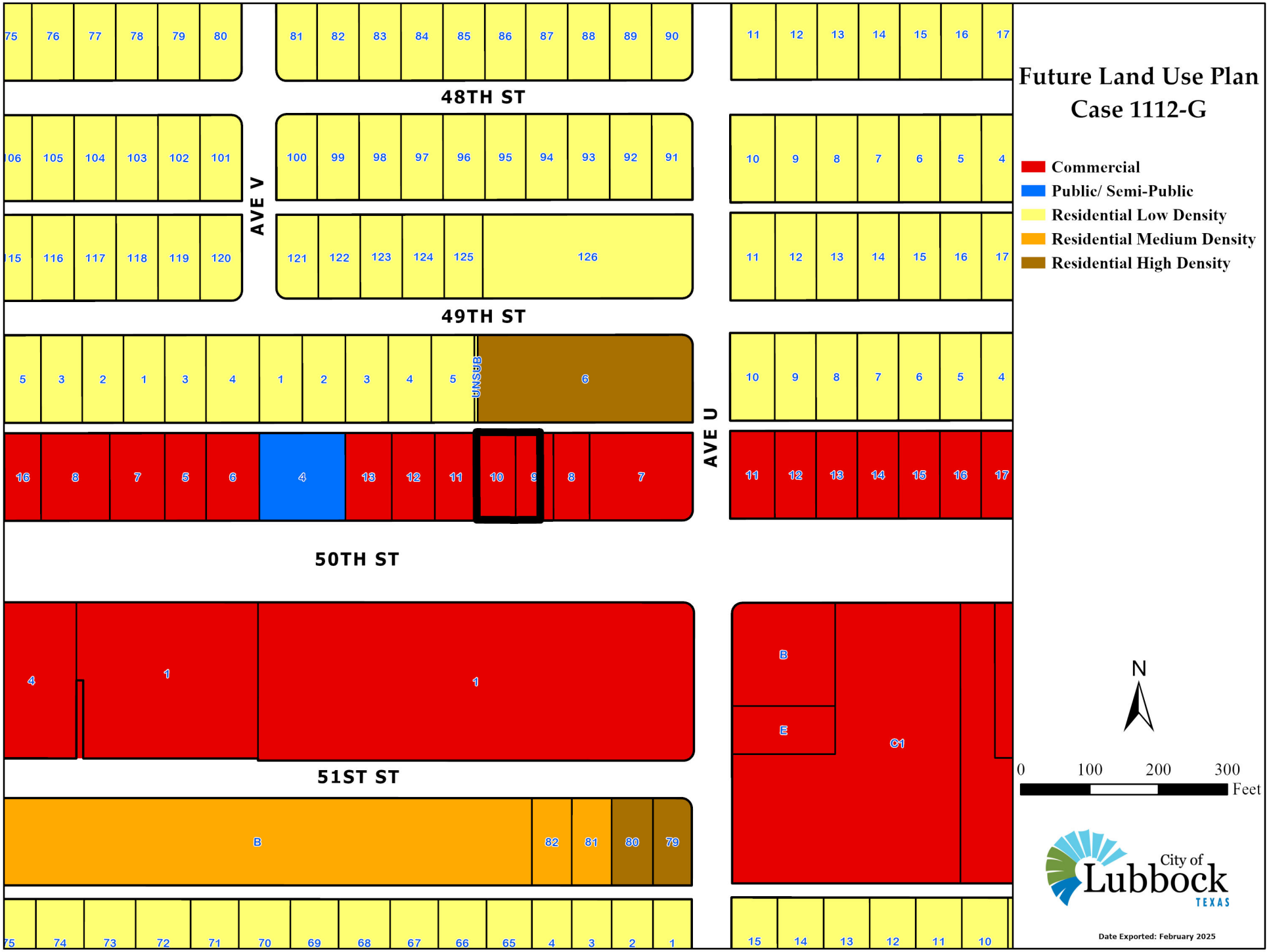
N
W E
S

Date Exported: February 2025

Zoning Case 1112-G




Current Zoning
1112-G
Zoning Districts
Auto-Urban Commercial (AC)
Heavy Commercial (HC)
High Density Residential (HDR)
Medium Density Residential (MDR)
Neighborhood Commercial (NC)
Low Density Single Family (SF-2)
48TH ST
49TH ST
50TH ST
51ST ST
AVE V
AVE U
Medium Density Residential
Low Density Single Family
High Density Residential
UNSUB
NC to AC
Auto-Urban Commercial
Neighborhood Commercial
Heavy Commercial
N
0 100 200 300
Feet
City of Lubbock TEXAS
Date Exported: February 2025


48TH ST
49TH ST
50TH ST
51ST ST
AVE V
AVE U
Future Land Use Plan
Case 1112-G
Commercial
Public/ Semi-Public
Residential Low Density
Residential Medium Density
Residential High Density
N
0
100
200
300
Feet
City of Lubbock
TEXAS
Date Exported: February 2025



East View.



South View.



West View.



North View—Subject Property

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2610 5112 - 50th St

Lots/Tracts: Felix lot 10 + West 37½ Lot 9

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request:

Existing Land Use: Commercial Existing Zoning: Neighborhood Commercial

Requested Zoning: Auto urban Commercial

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Presto Hail Lifters

Name: Kathy Cantu

Address: 2106 - 50th St City: Lubbock State: TX

ZIP Code: 79412 Telephone: 806-239-2763 Email: LBKTEX@Yahoo.Com

Applicant's Signature: Kathy Cantu

Date: Printed Name: Kathy Cantu

Owner Information

Firm Name: Lon Miller

Owner: Lon Miller

Address: P.O. Box 11234 City: Lubbock State: TX

ZIP Code: 79408 Telephone: 806-795-0730 Email:

Property Owner's Signature: Lon Miller LON MILLER

Date: Printed Name:

Preparer Information

Preparer's Signature:

Date: Printed Name:

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

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.

AI# 13103

Regular City Council Meeting **5. 29.**
04/08/2025:

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2025-O0009, in accordance with Section 43.0697(c)(3) of the Texas Local Government Code, regarding the City of Lubbock's intent to annex an area of land consisting of approximately 374.74 acres of real property commonly known as the Highland Oaks Subdivision, located within an area located south of 146th Street (F.M. 7500), east of Frankford Avenue, north of Woodrow Road (F.M. 7600), and west of Slide Road (F.M. Road 1730), into Lubbock's corporate limits.

Item Summary

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

On November 15, 2024, in accordance with Section 43.0697(a) of the Texas Local Government Code, a notice was sent to all property owners within the proposed annexation area. The notice contained the results of the election, information regarding the two post-election public hearings on December 3, 2024, and January 14, 2025, and information regarding the Council dates for consideration of the ordinance to annex the area on January 14, 2025, and January 28, 2025.

On November 14, 2024, the City Council canvassed the results of the election. The proposal to annex the subject area was approved by a vote of 345 (69.3%) to 153 (30.7%) of the registered voters in the area proposed for annexation.

On August 13, 2024, the City Council approved the second reading of the ordinance to order the election for November 5, 2024.

On July 23, 2024, the City Council held the second required public hearing and approved the first reading of the ordinance to order the election for November 5, 2024.

On July 9, 2024, the City Council held the first required public hearing.

On June 11, 2024, the City Council adopted Resolution No. 2024-R0291, indicating their intent to annex an area of land generally described as 374.74 acres south of 146th Street and east of Frankford Avenue, into Lubbock's corporate limits, and execute a Municipal Services Agreement with the Highland Oaks Homeowner's Association, for the requested annexation.

In accordance with Section 43.0693 of the Texas Local Government Code, a notice was sent to all property owners within the proposed annexation area on June 17, 2024. The notice contained information regarding two public hearings on July 9, 2024 and July 23, 2024, an election on the question of annexing the area on November 5, 2024, and a copy of the Municipal Services Agreement. A metes and bounds description of the area and a map were included with the notice.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Highland Oaks - Ordinance
Highland Oaks - Resolution of Intent to Annex
Highland Oaks - Municipal Services Agreement
Highland Oaks - Annexation Map
Highland Oaks - Metes and Bounds Description

ORDINANCE NO. _____

AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 374.74 ACRES LOCATED SOUTH OF 146TH STREET AND EAST OF FRANKFORD AVENUE, ADJACENT TO THE CITY LIMITS OF THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WITH SUCH PROPERTY BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock (the "City Council"), received a written petition from more than 50 percent of the owners of land (the "Petitioners") of property generally described as approximately 374.74 acres located south of 146th Street and east of Frankford Avenue, adjacent to the city limits of the City of Lubbock, Lubbock County, Texas contiguous to the city limits (the "Area"), requesting the annexation of the Area into the boundaries of the City of Lubbock; and

WHEREAS, the Area being more particularly described and set forth in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Chapter 43, Subchapter C-5 of the Local Government Code (the "LGC") permits a City to annex an area upon such petition and after an election in the Area proposed to be annexed has been held and a majority of the qualified voters in the Area vote to approve the annexation; and

WHEREAS, all statutory conditions precedent required in order to hold an election regarding annexation of the Area were met by the City of Lubbock (the "City"); and

WHEREAS, the City: adopted a resolution in accordance with Sec. 43.0692 of the LGC on June 11, 2024 – Resolution No. 2024-R0291, pursuant to Sec. 43.0693 of the LGC provided the required notice to each owner in the Area of the proposed annexation, and in accordance with Sec. 43.0694 of the LGC conducted two public hearings to consider the municipality's intent to annex – held on July 9, 2024 and July 23, 2024; and

WHEREAS, pursuant to Sec. 43.0696 of the LGC, the question of annexing the Area was placed before the voters of the Area in a special election on the November 5, 2024 ballot; and

WHEREAS, on November 14, 2024 Resolution No. 2024-R0555 was passed canvassing the returns and declaring the results of the special election held November 5, 2024, which declared the results to be a majority of the qualified voters in the Area voted in favor of the Area being annexed into the full purpose city limits of the City; and

WHEREAS, pursuant to Sec. 43.0697 of the LGC, the City provided notice to the owners of the Area of the results of the election and held two public hearings to consider annexation of the Area on December 3, 2024 and January 14, 2025; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock through this Ordinance; **NOW THEREFORE,**

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

SECTION 1. THAT the Area is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Area is depicted and described in the attached "Exhibit A", and is incorporated herein for all intents and purposes. Such Area is contiguous to the existing corporate limits of the City of Lubbock, Texas.

SECTON 2. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 3. THAT the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT upon the effective date of this Ordinance, any current or future inhabitant of the Area shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

SECTION 5. 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 6. 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 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

Ord. Annexation – Highland Oaks
12.10.24

Resolution No. 2024-R0291
Item No. 6.2
June 11, 2024

RESOLUTION

WHEREAS, the City of Lubbock, Texas (the "City") is a home-rule municipality with authority under state law and its charter to annex real property into its corporate limits; and

WHEREAS, representatives of the owners of certain developed real property (hereinafter defined and referenced as the "Subject Area") outside the corporate limits of the City (the "Highland Oaks Homeowner's Association" or "Highland Oaks HOA"), with widespread and persistent water shortages, have expressed a desire to have the Subject Area annexed by the City; and

WHEREAS, pursuant to Chapter 43 of Texas Local Government Code, Subchapter C-5, the Highland Oaks HOA has further petitioned the City to hold an election on the question of annexation of the Subject Area; and

WHEREAS, pursuant to Chapter 43 of the Texas Local Government Code, the City is required to establish a municipal services plan outlining the municipal services to be provided to the Subject Area in the event the question of annexation of the Subject Area is answered in the affirmative; and

WHEREAS, one critical component relating the provision of municipal services to be provided to the Subject Area would be the provision of water utility services and the party responsible for providing the necessary financial support for the water utility services; and

WHEREAS, in anticipation of a finally approved annexation of the Subject Area, but as a precondition thereto, the Highland Oaks HOA has proposed that the City of Lubbock create a Public Improvement District ("PID"), with identical boundaries as the Subject Area, for the purposes of levying an assessment on all the properties located therein, in amounts sufficient to service and retire all bonded indebtedness incurred by the PID to finance the construction of infrastructure necessary to provide water service to any property annexed; and

WHEREAS, the City Council finds that the City presently has no existing legal obligation to provide water or other governmental services to the Subject Area, nor would any of the activities undertaken by the City in anticipation of the requested annexation create such legal obligation for the purposes of Texas Local Government Code, Section 43.0699;

WHEREAS, the City Council believes it to be in the best interest of the City of Lubbock to approve the municipal services plan attached hereto including the preconditions relating to the financing of the construction and development of the water utility system to the Subject Area.

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

THAT the City Council of the City of Lubbock, pursuant to Texas Local Government Code, Section 43.0692, hereby expresses an intent to annex into Lubbock's corporate limits

certain real property described below, provided certain conditions as described in the attached Municipal Services Agreement ("MSA") are met, and further authorizes and directs the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock said MSA in connection with the annexation of real property generally described as 374.74 acres located south of 146th Street and east of Frankford Avenue, and more particularly described by metes and bounds in Exhibit "A" attached thereto, by and between the City of Lubbock, Texas and the Highland Oaks Homeowner's Association, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on June 11, 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

Municipal Services Agreement

Subject to the preconditions set forth herein, commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies. In this Agreement, the term "Applicant" shall mean the property owners within Highland Oaks

i. Fire Services
   a. *Existing Services*: None
   b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station 20 at 3210 142nd Street when construction is completed in early 2025. Fire Station 20 is approximately 2.85 miles to the center of the annexed area. Until that time, primary fire response will be provided by Fire Station 16 located at 4030 114th Street, Fire Station 19 located at 5826 98th Street, and Fire Station 15 located at 8002 Venita Avenue. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

ii. First Responder Emergency Medical Services
   a. *Existing Services*: None
   b. *Services to be Provided*: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No. 20, located at 3210 142nd Street when construction is completed in early 2025. Fire Station 20 is approximately 2.85 miles to the center of the annexed area. Until that time, BLS First Responder emergency medical response will be provided by Fire Station 16 located at 4030 114th Street, Fire Station 19 located at 5826 98th Street, and Fire Station 15 located at 8002 Venita Avenue. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services
   a. *Existing Services*: None
   b. *Services to be Provided*: The Lubbock Police Department has jurisdictional law enforcement responsibility and first responder designation. Calls for police services will be provided by the South Patrol Division, with secondary services provided by the North Patrol Division and tertiary services provided by the East Patrol Division. Law enforcement services can be provided to the annexed area within current appropriation, however with the increase in land mass and population, an appreciable yet modest increase in call response times, crimes rate, crimes per thousand population, and traffic related calls should be expected and anticipated. Expansions of authorized police staffing and support services need to be considered for this and future annexations, including an analysis of the ratio of officers per population.

iv. Building Safety Services
   a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b. *Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a. *Existing Services*: None

b. *Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a. *Existing Services*: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b. *Services to be Provided*: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will

continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xii. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided*: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xiii. Street Lighting

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services*: None

b. *Services to be Provided*: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services*: None

b. *Services to be Provided*: Water and sewer infrastructure is not currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the Applicant, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the Applicant. Water lines must be installed by the Applicant within 4-1/2 years at no expense to the City. Construction of additional water mains outside of the annexation area may be required in order to meet pressure and flow requirements for the annexation area and will be at the expense of the Applicant. All applicable plan review and construction testing and inspection fees will apply to utility extensions done for this area.

Installation of municipal water and sewer infrastructure by the City shall commence only upon the occurrence of the following:

1. the passage of a resolution by the City Council of the City of Lubbock expressing an "Intent to Annex" the subject area pursuant to Texas Local Government Code, Section 43.0691 et seq.;
2. the affirmative vote of the property owners as provided in Texas Local Government Code, Section 43.0691 et seq, as applicable;
3. the creation of a Public Improvement District by the City of Lubbock encompassing the area proposed to be annexed, and the securing by said PID of funding from the proceeds of bond sales in an amount equal to or greater than the cost of installation and connection of infrastructure necessary to the annexation;
4. the levy of an assessment by the PID against all properties in the subject area of a tax in an amount sufficient, when collected, to service and repay the debt incurred by the PID in connection with the bond issuance; and
5. completion of all other obligations by the Applicant set forth herein.

City agrees, and Applicant understands and agrees, that City shall have no obligation to commence or complete installation of infrastructure necessary to annexation under this Service Agreement unless and until the conditions set forth above are completed to the sole satisfaction of the City. In the event all the conditions set forth above are not satisfied, no action on the part of the City shall have established a legal obligation to provide services to the subject area under Texas Local Government Code, Section 42.0699.

Sewer extensions may be made by the annexation requestee, but will not be required. Existing sanitary septic systems may continue to be used. The City will not install sanitary sewer infrastructure to service this area. If the area ever requires municipal sanitary sewer service, the required infrastructure will be installed at no expense to the City.

Pro-Rata Charges:

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid. When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Article 22.05 specifies other items including:

A. pro-rata on property already platted, and extension of services.
B. pro-rata and extensions to property being platted
C. sizes of lines and meter sizes
D. location for service connection
E. deposits, charges, refunds
F. cost of large mains may be partially paid by City, and other consideration, or
G. when the City Council can declare a health hazard and install mains at public expense.

c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. The voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will be required to be looped appropriately to ensure appropriate fire flows as well as assuring no dead-end water mains are left within the system once developed. The water lines may be installed in phases, as long as all dead-end lines are looped within three (3) years of installation of a dead-end water main.

e. If the annexation area requires a lift station in order to receive sewer services, the lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.

xvi. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. An additional operator, truck and dumpsters will be required at annexation. The landfill will be able to handle this request. The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Solid waste collection will be provided using dumpsters from the alleys.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

CAITLIN PARKER PADEN
My Notary ID # 133201998
Expires July 2, 2025

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

HIGHLAND OAKS HOMEOWNERS ASSOCIATION
BOARD MEMBERS

Betsey Timmons, President

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 9th day of June, 2024 to certify which witness my hand and official seal.

[*Seal*] [*Signature*] Caitlin Paden

[*Printed name*] Caitlin Paden

Notary Public in and for the State of Texas

Robin Sefcik, Vice President

State of Florida County of Seminole
Signed and sworn to or affirmed and subscribed before me by means of online notarization on 06/09/2024 (date) by Robin Sefcik (signer), who presented a Texas DL as identification.

ASHLEY D. KELLY-NEWSOME
Notary Public - State of Florida
Commission # HH 46873
My Comm. Expires Sep 27, 2024

(Signature of Notary Public)
Ashley D. Kelly-Newsome
(Name of Notary Typed, Printed or Stamped)
My Commission Expires: 09/27/2024
(Seal)

Tim Goebel, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 9th day of June, 2024 to certify which witness my hand and official seal.

[*Seal*] [*Signature*] Caitlin Paden

[*Printed name*] Caitlin Paden

Notary Public in and for the State of Texas

CAITLIN PARKER PADEN
My Notary ID # 133201998
Expires July 2, 2025

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

Colby Norris, Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 9th day of June, 2024 to certify which witness my hand and official seal.

[*Seal*] [*Signature*] Caitlin Paden

[*Printed name*] Caitlin Paden

Notary Public in and for the State of Texas

CAITLIN PARKER PADEN
My Notary ID # 133201998
Expires July 2, 2025

Michelle Newman

Michelle Newman, Board Member

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 9th day of June, 2024 to certify which witness my hand and official seal.

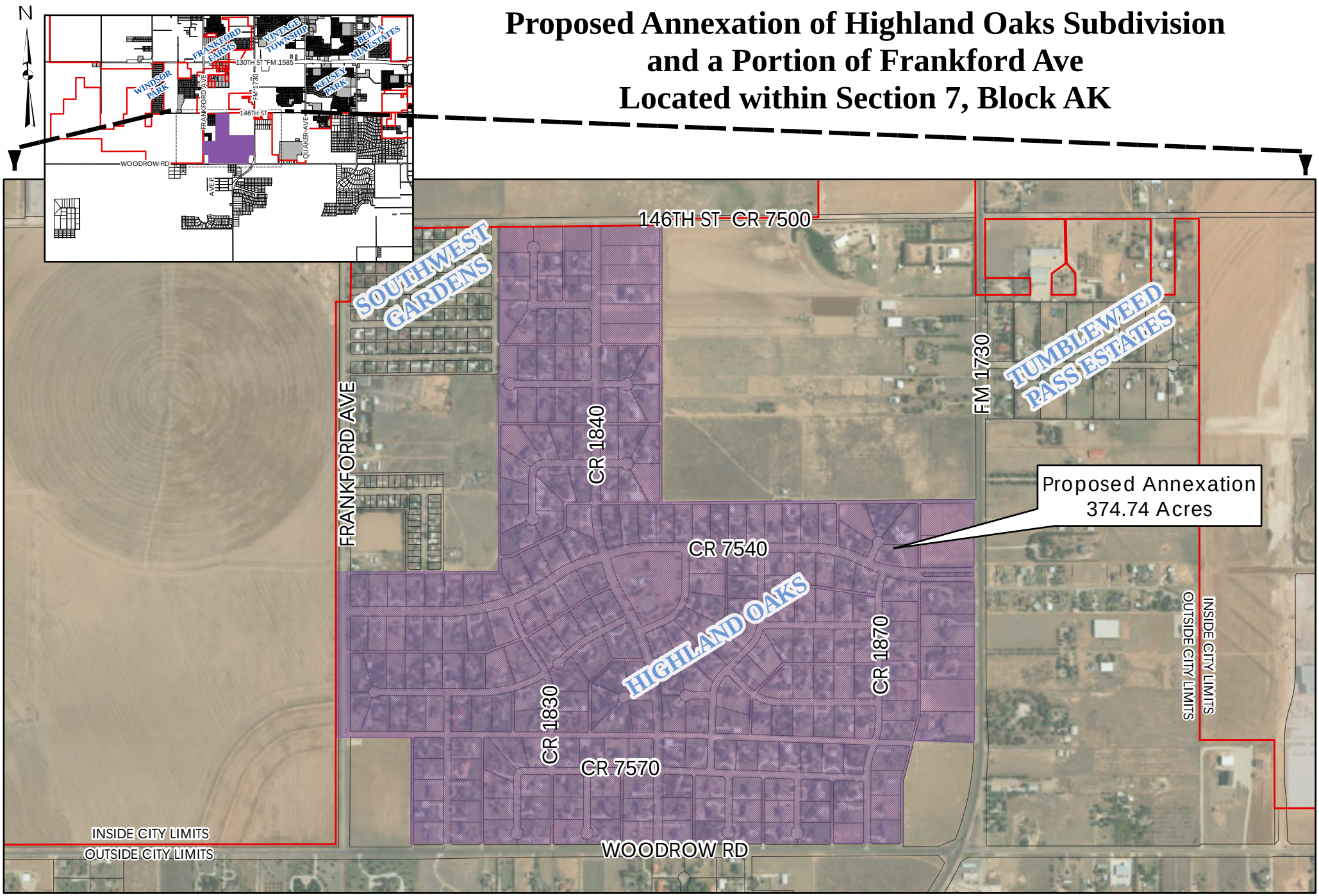
[*Seal*] [*Signature*] Caitlin Paden

[*Printed name*] Caitlin Paden

Notary Public in and for the State of Texas

CAITLIN PARKER PADEN
My Notary ID # 133201998
Expires July 2, 2025

Proposed Annexation of Highland Oaks Subdivision and a Portion of Frankford Ave Located within Section 7, Block AK



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

City of Lubbock TEXAS

Digital Orthophotography - May 2023

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 374.74-acre tract located in Sections 7 and 10, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Easterly Southeast corner of Lot 7, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 6743, Page 85, Official Real Property Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract, said point also being in the West right-of-way line of Slide Road (F.M. Road 1730), as dedicated by said Highland Oaks, which bears N. 01°43'10" E. a distance of 922.63 feet and N. 88°16'50" W. a distance of 55.00 feet from the Southeast corner of said Section 7, Block AK, Lubbock County, Texas;

THENCE N. 88°16'50" W., along the West right-of-way line of said Slide Road (F.M. Road 1730) and the Eastern boundary of said Lot 7, a distance of 5.00 feet to a point of intersection;

THENCE Southwesterly, along said West right-of-way line and the Eastern boundary of said Lot 7, along a curve to the right, said curve having a radius of 2231.83 feet, a central angle of 00°28'41", a chord bearing of S. 01°57'31" W., a chord distance of 18.62 feet to a point for the most Southerly Southeast corner of said Lot 7, said point also being in the Southern boundary of the plat limits of said Highland Oaks;

THENCE N. 86°15'43" W., continuing along the Southern boundary of said Lot 7 and along a Southern boundary of said plat limits, a distance of 498.91 feet to a point for the Southwest corner of said Lot 7;

THENCE S. 16°53'17" W., along an Eastern boundary of said plat limits, at 51.35 feet pass the Northeast corner of the plat limits of Lots 193-255, Highland Oaks, a subdivision located in Section 7, Block AK, Lubbock County, Texas, continuing along the Eastern boundary of said plat limits a total distance of 355.37 feet to a point;

THENCE S. 01°53'17" W., continuing along the Eastern boundary of said plat limits, a distance of 508.26 feet to a point 70 feet North of the South line of said Section 7 for the most Southerly Southeast corner of this tract;

THENCE N. 88°15'04" W., along a line 70 feet North of and parallel to the South line of said Section 7, crossing various lots and street and alley rights-of-way dedicated by said Highland Oaks, a distance of 4086.01 feet to a point in the Western boundary of said plat limits, for the most Southerly Southwest corner of this tract;

THENCE N. 01°53'17" E. a distance of 879.99 feet to a point for the Northwest corner of said plat limits, said point also being in the Southern boundary of the plat limits of Lots 81-138, Highland Oaks, a subdivision in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 7699, Page 311, Official Public Records of Lubbock County, Texas (OPRLCT);

THENCE N. 88°00'43" W., along the Southern boundary of said plat limits, at 564.12 feet pass the West line of said Section 7, the East line of said Section 10 and the Southwest corner of said plat limits, continuing for a total distance of 614.12 feet to a point in the West right-of-way line of County Road 1800, as granted by easement recorded in Volume 1277, Page 683, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

THENCE. N. 01°52'42" E., along a line 50 feet West of and parallel to the West line of said Section 7 and the East line of said Section 10, and along the West right-of-way line of said County Road 1800, a distance of 1372.57 feet to a point for the most Westerly Northwest corner of this tract;

THENCE S. 88°20'51" E., at 50.00 feet pass the West line of said Section 7, the East line of said Section 10, and the Northwest corner of the plat limits of said Lots 81-138, Highland Oaks, continuing along the Northern boundary of said plat limits for a total distance of 1338.39 feet to a point;

THENCE N. 01°52'42" E., at 135.94 feet pass an "ell" corner of said plat limits of Lots 81-138, Highland Oaks, and the Southwest corner of Lots 139-192, Highland Oaks, an addition located in Section 7, Block AK, Lubbock County, Texas, according to the instrument recorded in Volume 10199, Page 204, OPRLCT, continuing along the Western boundary of said plat limits, for a total distance of 1641.93 feet to a point;

THENCE S. 88°07'18" E. a distance of 10.00 feet to a point;

THENCE N. 01°52'42" E., along a line 10 feet East of and parallel to the Western boundary of the plat limits of said Lots 139-192, Highland Oaks, crossing various lots and alley rights-of-way dedicated by said Highland Oaks, a distance of 1222.68 feet to a point in the present city limits as established by City of Lubbock Ordinance Number 2016-O0054 and the South right-of-way line of 146th Street, dedicated by said Highland Oaks, for the most Northerly Northwest corner of Lot 168, said Highland Oaks, and the most Northerly Northwest corner of this tract;

THENCE S. 88°46'30" E., along said present city limits and the South right-of-way line of said 146th Street, a distance of 1346.16 feet to a point in the Eastern boundary of the plat limits of said Lots 139-192, Highland Oaks, for the most Northerly Northeast corner of this tract;

THENCE S. 01°47'37" W., along the Eastern boundary of said plat limits, a distance of 2300.78 feet to a point for the Southeast corner of said plat limits, said point also being in the Northern boundary of the plat limits of Lots 1-80 and Tracts A & B, said Highland Oaks, for an "ell" corner of this tract;

THENCE S. 88°36'30" E., along the Northern boundary of said plat limits, a distance of 2592.46 feet to a point in the West right-of-way line of said Slide Road (F.M. Road 1730), for the most Easterly Northeast corner of this tract;

THENCE S. 01°43'10" W., along the West right-of-way line of said Slide Road (F.M. Road 1730), a distance of 1997.04 feet to the Point of Beginning.

Contains: 374.74 acres

Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0).

Prepared: June 4, 2024



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



This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

AI# 13355

Regular City Council Meeting **5. 30.**

04/08/2025:

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Dedicatory Certificate, associated Easements, and all related documents, in connection with property described as Lot 1-A, Block 1, Tech Gardens Addition, Lubbock County, Texas, located south of Erskine Street and west of Detroit Avenue.

Item Summary

The City of Lubbock is re-platting a portion of Lot 1 and all of Lots 2, 3-A, and 3-B, Block 1, Tech Gardens Addition. This property is located south of Erskine Street and west of Detroit Avenue. Please refer to the dedication deed and plat map for additional information.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - Tech Gardens

Dedication Deed - Tech Gardens

Plat - Tech Gardens

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 Dedicatory Certificate and associated Easements in connection with a portion of Lot 1-A, Block 1, Tech Gardens, an addition to the City of Lubbock, Lubbock County Texas and all related documents. Said Dedication Deeds and Easements are 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Senior Assistant City Attorney

RES.Dedication Cert & Easements – Tech Gardens
3.25.25

DEDICATORY CERTIFICATE

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This is to certify that **CITY OF LUBBOCK**, a Home Rule Municipal Corporation of the County of Lubbock, Texas, is the owner of a tract of land described as follows, to-wit:

METES AND BOUNDS DESCRIPTION of the plat limits of Lot 1-A, Block 1, Tech Gardens, an addition to the City of Lubbock, Lubbock County, Texas, being a replat of a portion of Lot 1 and all of Lots 2, 3-A and 3-B, Block 1, Tech Gardens, an addition to the City of Lubbock, Lubbock County, Texas, and being further described as follows:

BEGINNING at an "X" chiseled in concrete found in the South right-of-way line of Erskine Street, as dedicated by plat recorded in Volume 217, Page 455, Deed Records of Lubbock County, Texas (DRLCT), at the Northeast corner of Lot 4, Block 1, Tech Gardens, an addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 217, Page 455, for the Northwest corner of this tract;

THENCE S. 88°06'42" E., along the South right-of-way line of said Erskine Street, a distance of 267.00 feet to a crow's foot chiseled in concrete set for the Northeast corner of this tract, whence the original Northeast corner of Lot 1, said Block 1 bears S. 88°06'42" E. a distance of 33.00 feet;

THENCE S. 01°53'18" W. a distance of 142.50 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North line of 7.5-foot alley dedication, described in Volume 335, Page 226, DRLCT, and the Southern boundary of said Lot 1, for the Southeast corner of this tract;

THENCE N. 88°06'42" W., along the North line of said 7.5-foot alley dedication, a distance of 167.00 feet to a form pin found at the Southeast corner of that tract described in Volume 434, Page 325, DRLCT, hereinafter referred to as the WTG tract;

THENCE N. 01°53'18" E., along the Eastern boundary of said WTG tract, a distance of 12.00 feet for a 1/2" iron rod with cap marked "AMD" found at the Northeast corner of said WTG tract;

THENCE N. 88°06'42" W., along the Northern boundary of said WTG tract, a distance of 12.00 feet to a 1/2" iron rod with cap marked "AMD" found at the Northwest corner of said WTG tract;

THENCE S. 01°53'18" W., along the Western boundary of said WTG tract, a distance of 12.00 feet to a 1/2" iron rod with cap marked "AMD" found in the North line of said 7.5-foot alley dedication, at the Southwest corner of said WTG tract;

THENCE N. 88°06'42" W., along the North line of said 7.5-foot alley dedication, a distance of 88.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of said Lot 4, Block 1, Tech Gardens, and the Southwest corner of this tract;

THENCE N. 01°53'18" E., along the Eastern boundary of said Lot 4, a distance of 142.50 feet to the Point of Beginning;

and the undersigned wishes to replat the above described property, designating easements (surface and/or underground), and other public properties shown in accordance with the attached map, prepared by Robert A. Christopher, Registered Professional Land Surveyor No. 5167, State of Texas, on the 24th day of January, 2025, and approved by the Director of Planning of the City of Lubbock on the _____ day of _____, 2025, and desires to have said property platted and duly filed for record as required by law, all as shown on the attached map;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of its property, the undersigned does hereby **DEDICATE** all the easements (surface and/or underground), and other public properties shown and designated upon said map to the **PUBLIC** for **PUBLIC USE FOREVER**; and by these presents does impress the name of **"LOT 1-A, BLOCK 1, TECH GARDENS, an addition to the City of Lubbock, Lubbock County, Texas"** upon said property for the correct reference and description thereto by tracts as indicated upon the attached map, and the undersigned does hereby adopt the name hereinabove stated and impresses the same upon said land, incorporating said map as a part of this dedication.

WITNESS the execution hereof this _____ day of _____, 2025.

CITY OF LUBBOCK, a Home Rule Municipal Corporation of the County of Lubbock, Texas

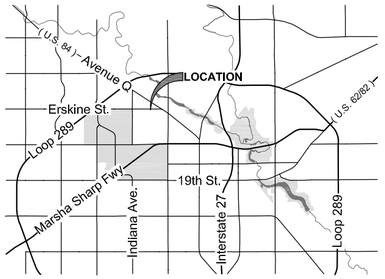
By:_____
Mark McBrayer, Mayor

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the _____ day of _____, 2025, by **MARK McBRAYER**, Mayor of the CITY OF LUBBOCK, a Home Rule Municipal Corporation of the County of Lubbock, Texas, on behalf of said corporation.

_____
Notary Public, State of Texas



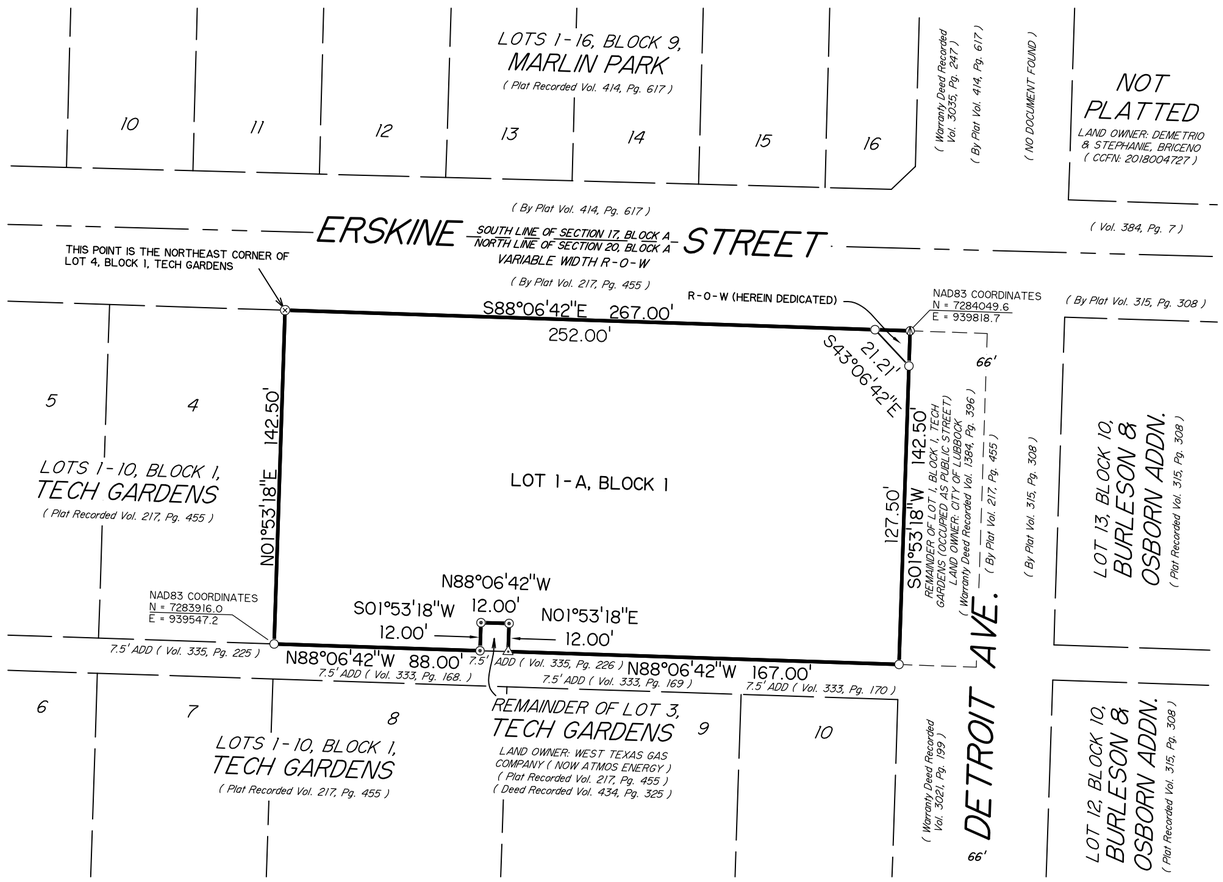
LOCATION MAP

NOT TO SCALE

LOT 1-A, BLOCK 1,
TECH GARDENS

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

BEING A REPLAT OF A PORTION OF LOT 1 AND ALL OF LOTS 2, 3-A AND 3-B, BLOCK 1, TECH GARDENS, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS



GENERAL NOTES:

Scale : 1"=50'

Heavy lines indicate plat limits.

All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise.

No building permit shall be issued on any survey certificate that is not in accordance with an approved Final Plat and infrastructure and final drainage analysis acceptance by the Lubbock Code of Ordinances.

All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of Article 37.01 of the Lubbock Code of Ordinances.

All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at expense of the entity requesting such installation.

All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such removal, repair, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.

Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Sec. 28.09.131, Sec. 28.14.004, and Sec. 30.03.073 of the Lubbock Code of Ordinances.

Either all or a portion of this surveyed property lies within the limits of a "Special Flood Hazard Boundary". These boundaries are established by the Federal Emergency Management Agency (FEMA), not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas, and are open for public inspection.

ADDITIONAL NOTES:

Contains: 0.8701 acres

ADD - Alley Dedication Deed

CCFN - County Clerk File Number

R-O-W - Right-of-Way

O - Indicates set 1/2" iron rod with cap marked "HUGO REED & ASSOC."

⊕ - Indicates set crow's foot chiseled in concrete

⊗ - Indicates found "X" chiseled in concrete

⊙ - Indicates found 1/2" iron rod with cap marked "AMD"

△ - Indicates found form pin

SURVEY CONTROL:

NAD83: Coordinates shown hereon as "NAD83" are relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, as amended. Distances shown are surface, U.S. Survey feet.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011)

A legal description of even survey date herewith accompanies this plat.

No abstract of title or title commitment was provided to this surveyor for this proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title examinations are not the responsibility of this surveyor.

Know all men by these presents:

That I, Robert A. Christopher, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

January 24, 2025

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

Registered Professional
Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

Approved this_____ day of_____ , 20_____ ,
by the Director of Planning, or designee, of the City of Lubbock, Texas.

_____,Director of Planning

SEAN

NORTH

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

O:\Tech Gardens\Block 1\Lot 1-A\Plat\FP_TGAR_Blk1_1A.dwg

AI# 13330

Regular City Council Meeting **6. 1.**

04/08/2025:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Park and Recreation Board, Public Transit Advisory Board, and Veterans Advisory Committee.

Item Summary

Consider appointments to the Animal Services Advisory Board, Audit & Investment Committee, Board of Health, Capital Improvements Advisory Committee, Keep Lubbock Beautiful Advisory Committee, Lake Alan Henry Board of Appeals, Park and Recreation Board, Public Transit Advisory Board, and Veterans Advisory Committee.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.