City of Lubbock, Texas
Regular City Council Meeting
July 14, 2026

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

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

http://www.mylubbock.us

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

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

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.

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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. Lake 7

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. Lake 7

1. 3. Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit & License Appeal Board, and the Zoning Board of Adjustment.

1. 4. Hold an executive session in accordance with Texas Government Code 551.0761 to discuss and take action on measures to protect a critical infrastructure facility.

1. 4. 1. Anti-virus platform software intended to protect the City's technology infrastructure and critical infrastructure facilities from unauthorized access, malicious software, and other cybersecurity threats to public safety operations, communications, financial systems, and other essential City services.

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 July 14, 2026.Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. June 9, 2026 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 31, respecting the STD/HIV-DIS Grant Fund for the appropriation of funding from the Texas Department of State Health Services.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 32, respecting the Bell Farms PID Fund increasing the appropriation for public improvements related to safety at Playa Lake Park

5. 2. 1. **Ordinance 1st Reading - Finance:** Consider an ordinance amending Ordinance No. 2025-O0108, Exhibit "B", the 2025 Service and Assessment Plan for the Bell Farms Public Improvement District, by including additional funding for public improvements for Contract 19454, related to safety at Playa Lake Park.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 33, respecting the Cemetery Fund and Cemetery Capital Project Fund in connection with Capital Improvement Project 92889, Cemetery Irrigation System.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 34, respecting the General Fund and General Facilities System Improvements Capital Project Fund in connection with Capital Improvement Project 8675, Employee Education Assistance Program - ARPA.

5. 5. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2026-O0074, and related documents, abandoning and closing a portion of an alley located in Section 17, Block B, Lubbock County, Texas, on the north side of the Marsha Sharp Freeway at 29th Street.

5. 6. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2026-O0075, and related documents, abandoning and closing a 0.063-acre portion of the Legacy Range Business Park, Tract "D", an addition to the City of Lubbock, Lubbock County Texas, on the south side of 116th Street, east of Indiana Avenue.

5. 7. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a cross access easement and drainage easement, located in the Action Gypsum Addition in Section 21, Block E-2, north of 116th Street, and east of Indiana Avenue.

5. 8. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance, and related documents, abandoning and closing a portion of a slope and drainage easement on the south-west corner of 98th Street and Milwaukee Avenue, in Section 22, Block AK, Lubbock.

5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with John Webb and wife, Cheryl Webb, for the purchase of a 0.3203-acre tract of land located in Section 17, Block E, Lubbock County, Texas (Parcel 43), located on the east side of Avenue P between 143rd Street and 144th Street, to be utilized for the 2024 Street Bond Project.

5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute Contract 19577, and related documents, by and between the City of Lubbock and Milwaukee 140, LLC, for the sale of real property, a 3.27-acre tract out of Section 22, Block AK, H.E.& W.T.RR. Co. Survey, Abstract No. 749, Lubbock County, Texas, located at 10202-10304 Milwaukee Avenue.

5. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 4 to Contract 18190, and related documents, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Project.

5. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Public Works Contract 19729, with Fuquay, Inc., for Pipeline Rehabilitation, for the Downtown Sewer Line Rehabilitation Project Phase 2B.

5. 13. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, and all related documents, between the City of Lubbock, on behalf of the Lubbock Health Department, and Lubbock County, on behalf of the Lubbock County Juvenile Justice Center, related to the Substance Use Service Assistance Network, to link priority populations with treatment services.

5. 14. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 19662, with Otis Elevator Company, for elevator preventative maintenance and inspection services.

5. 15. **Resolution - Business Development:** Consider a resolution authorizing the Mayor to execute Contract 19561 and related documents, with West Texas Services, Inc. dba Tom's Tree Place for Bell Farms Public Improvement District (PID) Landscape Maintenance Agreement.

5. 16. **Resolution - Business Development:** Consider a resolution approving an Economic Development Grant and Contract of Lubbock Economic Development Alliance, with Paramount Hardware and Supply, LLC, for expansion of its construction materials distribution facility and operations, pursuant to Section 501.073 of the Texas Local Government Code.

5. 17. **Resolution - Business Development:** Consider a resolution approving an Economic Development Grant and Contract of Lubbock Economic Development Alliance, with New Country Organics, Inc., for expansion of its animal food manufacturing operations, pursuant to Section 501.073 of the Texas Local Government Code.

5. 18. **Resolution - Business Development:** Consider a resolution approving an Economic Development Grant and Contract of Lubbock Economic Development Alliance, with TTX Company, for expansion of its rail car repair, maintenance, and scrapping operation, pursuant to Section 501.073 of the Texas Local Government Code.

5. 19. **Resolution - Municipal Court:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, and all related documents, by and between the City of Lubbock and Lubbock County, Texas, for Juvenile Case Manager Services.

5. 20. **Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2026 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2024-25.

5. 21. **Resolution - Cultural Arts:** Consider a resolution authorizing the Mayor to execute an amendment to the Economic Development Grant Agreement, by and between the City of Lubbock and Lubbock Experience, Inc., a 501(c)(3) non-profit corporation, d/b/a the Lubbock Cultural Arts Foundation, for the City's share of the estimated cost associated with the operation of the Lubbock Cultural Arts Foundation.

5. 22. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33002142, with InsightSoftware LLC, for a 3-Year agreement and Enterprise Subscription Conversion, related to financial planning, reporting, analytics, and performance management.

5. 23. **Ordinance 2nd Reading - Planning (District 4):** Consider Ordinance No. 2026-O0077, for Zone Case 3554, a request of The Garrett Group at Keller Williams for Verlene Avant, for a zone change from Low Density Single-Family District (SF-2) to Office District (OF), at 12202 Upton Avenue, located south of 122nd Street and west of Upton Avenue, on 5.1 acres of unplatted land out of Block E-2, Section 23.

5. 24. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2026-O0078, for Zone Case 3521-A, a request of Seventeen Services, LLC, for Milwaukee 104, LLC, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15.03 acres of unplatted land out of Block AK, Section 22.

5. 25. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2026-O0079, for Zone Case 3544, a request for zone changes in City Council District 5, from Low Density Single-Family District (SF-2), Heavy Commercial District (HC), Industrial Park District (IP), Light Industrial District (LI), and General Industrial District (GI) to Low Density Single-Family District (SF-2), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP), at 5701 130th Street, Tract A, Huffines Business Park Addition, 5701 130th Street Rear, 2.2 acres of unplatted land out of Block AK, Section 8, 5514, 5517, 5608, and 5619 132nd Street, Tracts H, K, P, and Q, Huffines Business Park Addition, 13306 and 13312 Chicago Avenue, Tracts U and V, Huffines Business Park Addition, 5215 and 5217 98th Street, 1.21 acres out of Tracts 6-A and 7-A, Southwest Lubbock Health Center Addition, 6601-6622 Xenia Avenue, 7501-7513 68th Street, and 6601-6622 Winfield Avenue, Tracts A-T, Camp HM Business Park Addition, 7018 82nd Street, 1 acre of unplatted land out of Block AK, Section 30, 7006 82nd Street, 7.06 acres of unplatted land out of Block AK, Section 30, 7302 82nd Street, Tract A, Rancho Verde Estates Addition, 7304, 7314, and 7318 82nd Street, Lots 3-A, 4-A, 5-A, and 6-A, A&O Addition, 8101 and 8102 Viola Avenue, Lots 113-A and 116-A, Rancho Verde Estates Addition, 7412 and 7414 82nd Street, Lot 114-A, Rancho Verde Estates Addition, 7415, 7417, 7419, and 7421 81st Street, 7416, 7418, and 7422 82nd Street, and 8107 Wausau Avenue, Tract B, Rancho Verde Estates Addition, 6508 Marsha Sharp Freeway, 0.94 acres of unplatted land out of Block AK, Section 35, 6602 Marsha Sharp Freeway, Tract A, Water Rampage Addition, 6102 Norwich Avenue, 0.3 acres of unplatted land out of Block AK, Section 35, 6901 Marsha Sharp Freeway, 12.61 acres of unplatted land out of Block AK, Section 35, 6909 Marsha Sharp Freeway, 2.5 acres of land out of Tract A, Killeen Addition, 6628 66th Street, 3.21 acres of unplatted land out of Block AK, Section 35, 7005 Marsha Sharp Freeway, 3.33 acres of unplatted land out of Block AK, Section 35, 7101, 7103, 7105, and 7107 Santa Fe Drive, Lots 62-65, Pine Grove Estates Addition, 7111 and 7113 Santa Fe Drive, Tracts B-1 and B-2, Pine Grove Estates Addition, 7102, 7104, 7106, and 7110 Santa Fe Drive, Lots 67-70, Pine Grove Estates Addition, 6409 Upland Avenue, the south 101.5 feet of the north 166.5 feet of the west 150 feet of Tract A, Pine Grove Estates Addition, 7311 Marsha Sharp Freeway, Tract B, Upland Point Addition, 7313 and 7315 Marsha Sharp Freeway, 2.67 acres of unplatted land out of Block AK, Section 31, 7002 Upland Avenue, 0.44 acres of unplatted land out of Block AK, Section 31, 7004 Upland Avenue, 0.34 acres of unplatted land out of Block AK, Section 31, 7008 Upland Avenue, 0.55 acres of unplatted land out of Block AK, Section 31, 7012 Upland Avenue, 0.68 acres of unplatted land out of Block AK, Section 31, 7302 Upland Avenue, 2.97 acres of unplatted land out of Block AK, Section 31, 7304 Upland Avenue, 2.28 acres of unplatted land out of Block AK, Section 31, 7306 Upland Avenue, 0.88 acres of unplatted land out of Block AK, Section 31, 7308 Upland Avenue, 0.39 acres of unplatted land out of Block AK, Section 31, 7310 Upland Avenue, 0.28 acres of unplatted land out of Block AK, Section 31, 7312 Upland Avenue, 0.41 acres of unplatted land out of Block AK, Section 31, 7314 Upland Avenue, 0.22 acres of unplatted land out of Block AK, Section 31, 7316 Upland Avenue, 1.27 acres of unplatted land out of Block AK, Section 31, 7411 Marsha Sharp Freeway, 0.28 acres of unplatted land out of Block AK, Section 31, 7413 Marsha Sharp Freeway, 0.20 acres of unplatted land out of Block AK, Section 31, 7415 Marsha Sharp Freeway, 0.133 acres of unplatted land out of Block AK, Section 31, 7417 Marsha Sharp Freeway, 0.27 acres of unplatted land out of Block AK, Section 31, 7419 Marsha Sharp Freeway, 0.20 acres of unplatted land out of Block AK, Section 31, 7421 Marsha Sharp Freeway, 0.49 acres of unplatted land out of Block AK, Section 31, 7423 Marsha Sharp Freeway, 0.17 acres of unplatted land out of Block AK, Section 31, 7433 Marsha Sharp Freeway, 0.53 acres of unplatted land out of Block AK, Section 31, 4402 Upland Avenue, 1 acre of unplatted land out of Block AK, Section 38, 6068 50th Street, 8.27 acres of unplatted land out of Block AK, Section 37, 4524 Milwaukee Avenue, 14.58 acres of unplatted land out of Block AK, Section 38, 4540 Milwaukee Avenue, Lot 7, Canyon West Addition, 5002 Milwaukee Avenue, Tract A, Braums Addition, 5008 Milwaukee Avenue, 1.55 acres of unplatted land out of Block AK, Section 35, 5010 Milwaukee Avenue, Tract E, Canyon West II Addition, 5012 Milwaukee Avenue, Tract A, Gill Holdings Addition, 5014 Milwaukee Avenue, Tract A, Starbucks Addition, 5016, 5018, and 5020 Milwaukee Avenue, Tracts B, C, and D, Canyon West II Addition, 5024 Milwaukee Avenue, Tract A, Toot N Totum No 3 Addition, 4501, 4505, and 4511, Milwaukee Avenue, Tracts A-1-A, A-2, and A-3, City View Campus Addition, 6401 46th

Street, Tract A-4, City View Campus Addition, 4545 Milwaukee Avenue, Tract B, Esplanade Addition, 6060 50th Street, 1.7 acres of unplatted land out of Block AK, Section 37, 6435 50th Street, Lot 5-A, Canyon West Addition, 5005 Milwaukee Avenue, Lot 5-B, Canyon West Addition, 5009, 5013, 5015, 5017, 5029, and 5031 Milwaukee Avenue, Lots 1-A, 1-B, 1-C, 1-D-1, and 1-D-2 Canyon West Addition, 6026, 6028, 6030, 6038, 6048, 6052, 6054, and 6064 Marsha Sharp Freeway, Lots 2, 3-C-1-A-1, 3-C-1-A-2, 3-C-1-A-3, 3-C-1-A-4, 3-C-1-B, 3-D-1, and 3-D-2, Canyon West Addition, 6055 50th Street, Lot 3-B, Canyon West Addition, 6018 Marsha Sharp Freeway, Lot 6, Canyon West Addition, 6016 Marsha Sharp Freeway, Lot 1, Block A, Sam's Addition, 6016 Marsha Sharp Freeway 2, Lot 2, Block A, Sam's Addition, 6014 Marsha Sharp Freeway, 6.45 acres of land out of Block AK, Section 37, 6012 Marsha Sharp Freeway, Tracts A and B, Twin Peaks Addition, 6010 Marsha Sharp Freeway, Lot 6, WT Hub West Addition, 5810 Marsha Sharp Freeway, 1.93 acres of land out of Block AK, Section 37, 6004 Marsha Sharp Freeway, Tract A, Home 2 Lubbock Addition, 5909, 5915, and 5919 50th Street, Tracts F-4, F-5, and F-6, Southwest Commercial Park Addition, 5815, 5821, 5821 Rear, 5823, 5827, 5833, 5839, 5847, 5901, and 5905 50th Street, Lots 1-4, 5-A, 7-A, 9-A, 11, 12, 13, 14-A, and 16-A, Southwest Commercial Park Addition, 5811, 5831, 5835, 5843, 5845, and 5853 49th Street, Tracts D-1, D-2, D-3, D-4, D-6, D-7, D-8, D-9, D-10, and D-11, Southwest Commercial Park Addition, 5810, 5816, 5820, 5822, 5828, 5830, 5848, and 5850 50th Street, Tracts E-2, E-2-A, E-3, E-4, E-4-A, E-5, E-6, E-7, E-8, E-8-A, E-8-B, and E-8-C, Southwest Commercial Park Addition, 5004, 5026, and 5028 Frankford Avenue, Lots 2, 3-A, 4-A and 5, Frankford Business Park Addition, 5034 Frankford Avenue, Tract A, Luskey Addition, 5052 Frankford Avenue, Lot 6-A, Frankford Business Park Addition, 5602 Frankford Avenue, 0.73 acres of unplatted land out of Block AK, Section 36, 5610 Frankford Avenue, Lot 1, Frankford Business Park Addition, 5820 Spur 327, 4.01 acres of unplatted land out of Block AK, Section 36, 5802 Spur 327, Tracts A and B, Womble Addition, 5702 – 5828 Genoa Avenue, Lots 1-11, Heron Development Addition, 5911 57th Street, 6.88 acres of unplatted land out of Block AK, Section 36, 6000 Spur 327, Tracts A and B, Bob Mills Furniture Company Addition, 5423, 5425, and 5435 Frankford Avenue, Tracts 1-A, 1-B, and 1-C, C C Knott Addition, 5613 Frankford Avenue, Tract A, Carizma Motors Addition, 5617, 5621, and 5701 Frankford Avenue, Lots 8, 2-A, 2-B, 27, and 28, Westac Addition, 5310 Englewood Avenue, Lot 25, Westac Addition, 5320 Englewood Avenue, 1.39 acres of unplatted land out of Block E-2, Section 28, 5614 and 5618 Englewood Avenue, Lots 26-A and 26-B, Westac Addition, 5610, 5702, and 5712 58th Street, Lots 7, 10, 11-A, 17, and 23, Westac Addition, 5310, 5320, 5612, and 5620, West Loop 289, Lots 16, 20, 22, and 24, Westac Addition, 5801, 5805, and 5807 Frankford Avenue, Lots 1-A-1, 3-A, and 4-A-1, Westac Addition, 5702, 5706, 5708 and 5710 Spur 327, Lots 2-A, 3, 4, and 6, Village Center Addition, 5710 and 5716 Spur 327, Lots 6-A-1 and 6-A-2, Westac Addition, 5725 and 5727 58th Street, Lots 9-A-1 and 13-A-1, Westac Addition, 5721 58th Street, Lot 1-A, Village Center Addition, 5712 Spur 327, Lots 6-A-3-A and 6-A-3-B, Westac Addition, 5609 58th Street, Lot 14, Westac Addition, 5802 West Loop 289, Lot 15, Westac Addition, 5806 West Loop 289, 0.16 acres of unplatted land out of Block E-2, Section 28, 5810 West Loop 289, Lot 21, Westac Addition, 5902 West Loop 289, Lot 1-A, Cinema District Addition, and 5916 West Loop 289, Lot 5, Village Center Addition.

5. 26. **Ordinance 2nd Reading - Planning (District 5):** Consider Ordinance No. 2026-O0080, for Zone Case 3544, Part 3, a request for zone changes in City Council District 5, from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7009 Marsha Sharp Freeway, 7.02 acres of unplatted land out of Block AK, Section 30.

5. 27. **Ordinance 2nd Reading - Planning (District 6):** Consider Ordinance No. 2026-O0081, for Zone Case 2538-QQ, a request of Lubbock Telcom, Inc., for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 8110 19th Street, located north of 19th Street and west of Alcove Avenue, on 1.4 acres of unplatted land out of Block D-6, Section 2.

6. **Regular Agenda**

6. 1. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Audit & Investment Committee, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit & License Appeal Board, StarCare Board of Trustees, and the Zoning Board of Adjustment.

6. 2. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Lubbock Economic Development Alliance, Inc., for the requested annexation of an area of land generally described as 7.92 acres, adjacent to the northern city limits, located south of Drew Street and west of Interstate 27, into the City of Lubbock corporate limits, along with the adjacent right-of-way.

AI# 14375
Regular City Council Meeting **1. 3.**
07/14/2026:

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 Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit & License Appeal Board, and the Zoning Board of Adjustment.

Item Summary

Hold an executive session in accordance with Texas Government Code Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Permit & License Appeal Board, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 14397
Regular City Council Meeting **4. 1.**
07/14/2026:

Information

Agenda Item
June 9, 2026 Regular City Council Meeting

Item Summary
June 9, 2026 Regular City Council Meeting

Fiscal Impact
None

Staff/Board Recommending
Courtney Paz, City Secretary

Attachments

6.9.2026

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 9, 2026
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 9th of June, 2026, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:30 p.m.

1:31 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Mark W. McBrayer; Mayor Pro Tem Dr. Jennifer Wilson; Council Member David Bruegel; Council Member Tim Collins; Council Member Christy Martinez-Garcia; Council Member Gordon Harris; Council Member Brayden Rose; 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; 3.1-3.2; 2.1-2.2; Citizen Comments 4; 5.1; 6.1-6.8; 6.10-6.25; 6.9; and 7.1-7.2.*
- *Item No.'s 6.9 and 7.2 failed.*

1. Executive Session

The meeting recessed at 1:32 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:47 p.m., and the meeting was called to order at 3:05 p.m.

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

1. 1. 1. Lubbock Riverwalk, LLC

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

City Council reconvened at 2:47 p.m.

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

2. 1. Presentation - Texas State Comptroller's Office Transparency Star Award - Traditional Finances

Jarrett Atkinson, city manager, introduced the item, gave comments, and answered questions from City Council. Joe Jimenez, chief operating officer, gave a presentation on the Transparency Star Award, recognized the Finance Department, and answered questions from City Council.

2. 2. Presentation of a Special Recognition for Responsible Fatherhood Month

Mayor McBrayer recognized the month of June as Responsible Fatherhood Month in the city of Lubbock. Citizens Defending Freedom awarded Council Member Brayden Rose and former Council Member David Glasheen with the Responsible Fatherhood award.

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

City Council concluded work session and began regular session at 3:05 p.m.

3. Ceremonial Items

3. 1. Invocation

Senior Pastor Jose Limas, Community Christian Church, led the invocation.

3. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Dr. Jennifer Wilson.

Call to Order

The meeting was called to order at 3:05 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 June 9, 2026. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Gary Andrews appeared before City Council to speak in opposition of item 6.9 (a resolution rejecting bids for City-owned real property).

5. Minutes

5. 1. May 12, 2026 Regular City Council Meeting
May 20, 2026 Special City Council Meeting - Swearing-In Ceremony

Motion by Council Member Christy Martinez-Garcia, seconded by Mayor Pro Tem Dr. Jennifer Wilson, to approve the May 12, 2026 Regular City Council Meeting minutes and the May 20, 2026 Special City Council Meeting - Swearing-In Ceremony minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Tim Collins, to approve items 6.1-6.8 and 6.10-6.25.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2026-O0062, amending Section IV of Budget Amendment 18, to the FY 2025-26 Budget for municipal purposes, respecting the transfer from the Airport Operating Fund to the Airport Capital Project Fund, correcting a clerical error.

6. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2026-O0071, Amendment 30, respecting the General Fund and Grant Fund in connection with accepting grant funding from the Texas Department of State Health Services, for the Texas Spay and Neuter Program Grant Fund.

6. 3. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0066, and related documents, abandoning and closing a portion of a Utility Easement, and related documents, located in Lot 1, O.L. Slaton School Addition within Section 9, Block B, Lubbock County, between Avenue P and Avenue Q, north of 32nd Street.

6. 4. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0063, and related documents, abandoning and closing a portion of an alley located between Tract 1D2, Snow Davis Addition, and Lot 1, McGuire Addition, located in Section 44, Block AK, Lubbock County, south of 19th Street and west of Frankford Avenue.

6. 5. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0064, and related documents, abandoning and closing a portion of a Right-of-Way adjacent to Elgin Avenue, located in Section 1, Block AK, of Lubbock County Texas, along Elgin Avenue between 133rd Street and 136th Street.

6. 6. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2026-O0065, and related documents, abandoning and closing a 2.165-acre portion of the Gates of Glory, an Addition to the City of Lubbock, located in Section 18, Block E-2, on the east side of Memphis Avenue, south of 111th Street, and north of 113th Street.

6. 7. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2026-O0072, and related documents, abandoning and closing a portion of right-of-way adjacent to Utica Avenue at 142nd Street, located in Section 5, Block AK, Lubbock County.

6. 8. **Resolution - Right-of-Way:** Resolution No. 2026-R0205 authorizing the Mayor to execute a Memorandum of Agreement, with Alfred Arthur Brockopp, Jr., Kimberli Ann Austin a/k/a Kimberly Ann Austin, Tiffany Kay Austin a/k/a Tiffany Kay Austin Shannon, Judy Alsup a/k/a Judy Gail Price Alsup, Sherry Patton Brady a/k/a Sherry Lasha Brady, Patty Kay Patton Wright a/k/a Patti Kay Wright, Carolyn Sue Price Thornton a/k/a Carolyn Sue Thornton and Delia Renee O'Donnell, for the purchase of a 0.093-acre tract of land located in the southeast quarter (SE ¼) of Section 34, Block AK, Georgetown Railroad Co. Survey, Abstract No. 1385, Lubbock County, Texas (Parcel A), located on the west side of Upland Avenue, between 61st Street and 63rd Street, to be utilized for the 2022 Street Bond Project.

6. 9. **Resolution - Right-of-Way:** Consider a resolution rejecting any and all bids received for the purchase of City-owned real property, a 3.27-acre tract of land in Section 22, Block AK, Lubbock County, Texas, per ITB 26-19577-SR.

This item failed. (No action was taken due to a lack of motion)

Erik Rejino, assistant city manager, gave a presentation and answered questions from City Council.

6. 10. **Resolution - Right-of-Way:** Resolution No. 2026-R0206 authorizing the Mayor to execute Contract 19547, and related documents, by and between the City of Lubbock and Assembly Construction, Inc., for the sale of real property, a 0.7014-acre tract out of Section 16, Block A, Abstract 820, Lubbock County, Texas, at 1207 North Avenue T.

6. 11. **Resolution - Engineering:** Resolution No. 2026-R0207 authorizing the Mayor to execute Amendment No. 1 to Contract 18588, and related documents, with Freese and Nichols, Inc., for construction phase services, related to the reconstruction of Broadway, from Avenue Q to Avenue E, to be utilized for the 2024 Street Bond Project.

6. 12. **Resolution - Engineering:** Resolution No. 2026-R0208 authorizing the Mayor to execute Construction Services Contract 19633, with Ti -Zack Concrete, LLC, for Broadway reconstruction, as a portion of the 2024 Street Bond Project.

6. 13. **Resolution - Engineering:** Resolution No. 2026-R0209 authorizing the Mayor to execute Public Works Contract 19431, by and between the City of Lubbock and MH Civil Constructors, Inc., for the West Lubbock Water System Expansion.

6. 14. **Ordinance 1st Reading - Public Works, Traffic Management:** Ordinance No. 2026-O0073, amending Section 20.05.103 of the City of Lubbock Code of Ordinances, with regard to the establishment of school zones and speed limits, on Norfolk Avenue between 130th Street and 136th Street, and on 135th Street between Quaker Avenue and Memphis Avenue.

6. 15. **Resolution - Public Works, Paved Streets:** Resolution No. 2026-R0210 authorizing the Mayor to execute Contract 19530, with Lone Star Dirt & Paving, Ltd., for the Dunbar/Manhattan Heights Rebuild of portions of Redbud Avenue, north of the intersection of East 24th Street to the dead end, and Teak Avenue from Redbud Avenue to East 31st Street, to be utilized for the 2022 Street Bond Project.

6. 16. **Resolution - Business Development:** Resolution No. 2026-R0211 approving the method of assessment classification for the Centerpointe Public Improvement District, and calling for a Public Hearing on July 14, 2026.

6. 17. **Resolution - Business Development:** Resolution No. 2026-R0212 authorizing the Mayor to execute Contract 19455, and related documents, with Turfmaster Irrigation and Landscaping, Inc., for North Overton Tax Increment Finance Districts Irrigation Improvements.

6. 18. **Resolution - Business Development:** Resolution No. 2026-R0213 authorizing the Mayor to execute Contract 19643, and related documents, with West Texas Services dba Tom's Tree Place for North Overton Public Improvement District Landscape Maintenance and Bird Mitigation.

6. 19. **Resolution - Business Development:** Resolution No. 2026-R0214 authorizing the Mayor to execute Amendment No. 2 to Professional Services Agreement, Contract 19005, with West Texas Services, Inc., dba Tom's Tree Place, for services related to landscaping in the medians at Glenna Goodacre Boulevard in the North Overton Tax Increment Finance District boundary, following the closure of 3 intersections.

6. 20. **Resolution - Business Development:** Resolution No. 2026-R0215 authorizing the Mayor to execute Change Order No. 1 for Contract 18607, with MH Civil Constructors, Inc., for hardscape repairs, including sidewalks, concrete paving, brick pavers, curbs, and other pedestrian-oriented infrastructure located within the public right-of-way, in the North Overton Tax Increment Finance District.

6. 21. **Resolution - Fleet Services:** Resolution No. 2026-R0216 authorizing the Mayor to execute Contract 19380 with Bruckner's Truck & Equipment, Contract 19527 with Lubbock Truck Sales, Contract 19528 with American Equipment & Trailer, Contract 19529 with Longley Diesel and Equipment Service, Contract 19531 with Cummins Southern Plains, Contract 19532 with Associated Supply Company, and Contract 19533 with Rush Truck Center of Texas, for heavy-duty maintenance and repairs for City vehicles and equipment.

6. 22. **Ordinance 2nd Reading - Planning (District 2):** Ordinance No. 2026-O0067, for Zone Case 2565-I, a request of Hugo Reed & Associates for CRS Business Park, LLC, for a zone change from Heavy Commercial District (HC) and Industrial Park District (IP) to Heavy Commercial District (HC), at 101 66th Street, 103 66th Street, 107 66th Street, 6660 Ash Avenue, 6662 Ash Avenue, 7002 Ash Avenue, 7008 Ash Avenue, and 7010 Ash Avenue. Generally located south of 66th Street and west of Ash Avenue, Crossroads South Business Park Addition, Tracts A, D, E, F, G, I, J, and K.

6. 23. **Ordinance 2nd Reading - Planning (District 5):** Ordinance No. 2026-O0068, for Zone Case 3546, a request of McDougal Realtors for Premier Apex, LLC, for a zone change from Low Density Single-Family District (SF-2) to General Industrial District (GI), at 7806 76th Street, located east of Alcove Avenue and north of Marsha Sharp Freeway, on 10.001 acres of unplatted land out of Block AK, Section 31.

6. 24. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2026-O0070, for Zone Case 3547, a request of Parkhill for St. John Neumann Catholic Diocese, for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), generally located east of West Loop 289 and north of 22nd Street, on 2.08 acres of land out of McGuire Addition, Lot 1.

6. 25. **Ordinance 2nd Reading - Planning (District 6):** Ordinance No. 2026-O0069, for Zone Case 3545, a request for zone changes in City Council District 6 from Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), High Density Residential District (HDR), Neighborhood Commercial District (NC), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP) and Light Industrial District (LI) to Low Density Single-Family District (SF-2), Medium Density Residential District (MDR), High Density Residential District (HDR), Neighborhood Commercial District (NC), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), and Light Industrial District (LI), at 6007, 6015, and 6023 45th Street, Lots 3-A-1, 3-A-1-A, and 3-A-2, Santa Fe Park Addition, 6025 45th Street, 3.7 acres of unplatted land out of Block AK, Section 37, 6027 45th Street, Tract A, Isom Pearl Addition, 6029, 6033, 6039, 6107, 6109, and 6113 45th Street, Lots 9, 12, 13, 22, and 23, Santa Fe Park Addition, 309 North Slide Road, 5.66 acres out of Tract K-2, North Park Addition, 5006 Auburn Street, Tract C-1, North Park Addition, 4809, 4811, and 4815 Emory Street, Tracts F-1, F-2, and F-3, Physicians Surgicenter Lubbock Addition, 4810 North Loop 289, 6.1 acres out of Tract B, Physicians Surgicenter Lubbock Addition, 415 and 421 North Utica Avenue, Tracts D and E, Physicians Surgicenter Lubbock Addition, 4802 North Loop 289, 0.19 acres out of Tract C, Physicians Surgicenter Lubbock Addition, 418 and 424 North Utica Avenue, Tract DD-1-A and DD-1-B, Physicians Surgicenter Lubbock Addition, 410 North Utica Avenue, 0.6 acres out of Tract EE-1, Physicians Surgicenter Lubbock Addition, 4640, 4642, and 4650 North Loop 289, Tract A, Physicians Surgicenter Lubbock Addition, 430 North Utica Drive, Tract DD-1-C, Physicians Surgicenter Lubbock Addition, 4641 Erskine Street, Tract H, DD-1-B, Physicians Surgicenter Lubbock Addition, 5710 4th Street, 1.16 acres out of Tract E, West Wind Addition, 5212 4th Street, Tract C-1-A-2, Whisperwood Addition, 5402 4th Street, the northwest part of Tract F-1 and the northeast part of Tract G, Whisperwood Addition, 4710 and 4718 4th Street, Lots 1-A and 2-A-1, Whisperwood Office Park Addition, 304 Toledo Avenue, Lot 4-A, Holiday Park Addition, 4702 4th Street, 0.4 acres out of Lot 2-A, Holiday Park Addition, 4620 4th Street, Lots 4 and 5, Cursillo De Christ Addition, 1102 Slide Road, Lot 424, Alford Terrace Addition, 1150 Slide Road, Lot 423, Alford Terrace Addition, 6510 19th Street, Tract B-3, Mr. Postman Addition, 6526 19th Street, 0.12 acres out of Tract A, Mr. Postman Addition, 6604 and 6606 19th Street, Lot 7, Terra Estates Addition, 1802 Oakridge Avenue and 6702 19th Street, Lot 6, Terra Estates Addition, 6704, 6706, 6708, 6710, 6712 and 6714 19th Street, Lots 1-5, Terra Estates Addition, 6901 – 6924 18th Place, Lots 1-23, Gardens at Burgamy Park Addition, 6927 19th Street, 1.09 acres out of Block AK, Section 43, 6410 19th Street, 0.12 acres out of Tract A, Church's Chicken Addition, 6419 19th Street, 0.40 acres out of Tract A-2-A, Milwaukee Place Addition, 7340 19th Street, Tract A, Black Hill Addition, 7342 19th Street, 0.96 acres of unplatted land out of Block D-6, Section 1, 7406 19th Street, Lots 2 and 3, Block 1, Brown Crest Addition, 7402 19th Street, the south 107.5 feet of Lot 7, Block 2, Brown Crest Addition, 7440 19th Street, Lot 1, Block 2, Brown Crest Addition, 7341 19th Street, 4.87 acres of land out of Block AK, Section 42, 7741 and 7745 19th Street, Lot 1, Texas West Addition, 7905 19th Street, 0.77 acres of unplatted land out of Block AK, Section 41, 7907 19th Street, 0.83 acres of unplatted land out of Block AK, Section 41, 7911 19th Street, 0.72 acres of unplatted land out of Block AK, Section 41, 7915 19th Street, 0.91 acres of unplatted land out of Block AK, Section 41, 7750 19th Street, 0.06 acres of out Lot 11, Furgeson Addition, 3701 North Frankford Avenue, 2.29 acres of unplatted land out of Block JS, Section 12, 3611 North Frankford Avenue, 2.01 acres of unplatted land out of Block JS, Section 12, 3303 North Frankford Avenue,

5.02 acres of unplatted land out of Block JS, Section 12, 3105 North Frankford Avenue, 4.36 acres of unplatted land out of Block JS, Section 12, 2905 North Frankford Avenue, 5.02 acres of unplatted land out of Block JS, Section 12, 2607 North Frankford Avenue, 5.02 acres of unplatted land out of Block JS, Section 12, 2910 North Frankford Avenue, 6.15 acres of unplatted land out of Block JS, Section 11, 2902 North Frankford Avenue, 6 acres of unplatted land out of Block JS, Section 11, 2612 North Frankford Avenue, 1 acre of unplatted land out of Block JS, Section 11, 2317 North Frankford Avenue, 5.01 acres of unplatted land out of Block JS, Section 12, 2309 North Frankford Avenue, 2.58 acres of unplatted land out of Block JS, Section 12, 2703 North Quaker Avenue, Tract A, Stauffer Chemical Addition, 2715 North Quaker Avenue, 7.98 acres of unplatted land out of Block A, Section 14, 4501 Bradley Street, the east 401.09 feet of Lot A, T C I Addition, 2213 North Quaker Avenue, 1.49 acres of unplatted land out of Block A, Section 14, 4401 Clovis Road, 2.59 acres of unplatted land out of Block A, Section 14, 4403 Clovis Road, Tract A, Rollins Addition, 4405 Clovis Road, Tract A, Saunders Addition, 4407 Clovis Road, 1.55 acres of unplatted land out of Block A, Section 14, 4409 Clovis Road, 2 acres of unplatted land out of Block A, Section 14, and 4413 Clovis Road, 2.60 acres of unplatted land out of Block A, Section 14.

7. Regular Agenda

7. 1. Board Appointments - City Secretary: Consider appointments of City Council members to the South Plains Association of Governments (SPAG) Board.

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Gordon Harris, to appoint Council Member David Bruegel to replace former Council Member David Glasheen; and Mayor Pro Tem Dr. Jennifer Wilson to replace Council Member Brayden Rose, to the South Plains Association of Governments Board.

Vote: 7 - 0 Motion carried

7. 2. Ordinance 2nd Reading - Engineering: Consider Ordinance No. 2026-O0052, amending Chapter 36 of the Code of Ordinances by adding “Division 2 Paving Alleys by Petition” to Article 36.08, establishing a process for the paving of unimproved alleys through a petition-initiated assessment process, and providing for placing a lien on property for unpaid assessments.

This item failed.

Erik Rejino, assistant city manager, gave a presentation and answered questions from City Council. Matt Wade, city attorney, gave comments and answered questions from City Council.

Motion by Council Member Tim Collins, seconded by Council Member Brayden Rose, to approve Ordinance No. 2026-O0052.

Vote: 1 - 6 Failed

NAY: Mayor Mark W. McBrayer
Mayor Pro Tem Dr. Jennifer Wilson
Council Member David Bruegel

Council Member Christy Martinez-Garcia
Council Member Gordon Harris
Council Member Brayden Rose

3:44 P.M. CITY COUNCIL ADJOURNED

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

The June 9, 2026 Regular City Council Meeting minutes were approved by the City Council on the 14th day of July, 2026.

_____
MARK W. McBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 14400
Regular City Council Meeting **5. 1.**
07/14/2026:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 31, respecting the STD/HIV-DIS Grant Fund for the appropriation of funding from the Texas Department of State Health Services.

Item Summary

I. Accept and appropriate $392,969 from the Texas Department of State Health Services (DSHS) for the STD/HIV-DIS Grant Fund.

The STD/HIS-DIS grant is an existing grant. This contract provides funding from the HIV-STD Program of Texas DSHS. The new contract with Texas DSHS will provide financial assistance to strengthen public health follow-up activities for those recently diagnosed with a sexually transmitted disease, including treatment, linkage to care, partner notification, and focused screening to at-risk populations. The grant will enable staff to reach individuals outside the traditional clinical setting.

Fiscal Impact

Funding in the amount of $392,969 for the STD/HIV-DIS Grant Fund will be from the Texas DSHS.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 31

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STD/HIV-DIS GRANT FUND FOR THE APPROPRIATION OF FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES; 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 2025-26 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 2025-26 (Budget Amendment #31) for municipal purposes, as follows:

I. Accept and appropriate $392,969 from the Texas Department of State Health Services (DSHS) for the STD/HIV-DIS Grant Fund.

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

cc/Ord.BudgetFY25-26 BA#31
June 24, 2026

AI# 14401
Regular City Council Meeting **5. 2.**
07/14/2026:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 32, respecting the Bell Farms PID Fund increasing the appropriation for public improvements related to safety at Playa Lake Park

Item Summary

I. Amend the FY 2025-26 Bell Farms Public Improvement District (PID) Budget by increasing the appropriation for Public Improvements by $49,686, from $250,000 to $299,686. Funding will be from the Bell Farms Public Improvement District (PID) Available Reserves.

The Bell Farms PID Board has voted to engage with Contract 19454. To fund this project, the Board will require a budget amendment of $49,685.50.
This project will enhance the safety of the Bell Farms PID Playa Lake Park by removing a damaged retaining wall butted up to a children's playground and add pedestrian lighting to a park that lacks pedestrian lighting.

Fiscal Impact

Funding in the amount of $49,686 for the Bell Farms Public Improvement District (PID) Operating Budget will be from Bell Farms Public Improvement District (PID) Available Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 32

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE BELL FARMS PUBLIC IMPROVEMENT DISTRICT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2025-26 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 2025-26 (Budget Amendment #32) for municipal purposes, as follows:

Amend FY 2025-26 Bell Farms Public Improvement District (PID) Budget by increasing the appropriation for Public Improvements by $49,686, from $250,000 to $299,686. Funding will be from the Bell Farms Public Improvement District (PID) Fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

Joe Jimenez
Chief Financial Officer

APPROVED AS TO FORM:

Matt Wade, City Attorney

ccdocs II/BudgetFY25-26BA#32
July 14, 2026

AI# 14409
Regular City Council Meeting **5. 2. 1.**
07/14/2026:

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance amending Ordinance No. 2025-O0108, Exhibit "B", the 2025 Service and Assessment Plan for the Bell Farms Public Improvement District, by including additional funding for public improvements for Contract 19454, related to safety at Playa Lake Park.

Item Summary

The Bell Farms Public Improvement District (PID) Board has voted to engage with Contract 19454. To fund this project, the Board will require a budget amendment of $49,686.

This project will enhance the safety of the Bell Farms PID Playa Lake Park by removing a damaged retaining wall butted up to a children's playground, and add pedestrian lighting to a park that lacks pedestrian lighting.

Fiscal Impact

The increase of $49,686 is funded in the PID fund balance.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Ordinance
Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2025-O0108, EXHIBIT "B", THE 2025 SERVICE AND ASSESSMENT PLAN FOR THE BELL FARM PUBLIC IMPROVEMENT DISTRICT (PID) BY INCLUDING ADDITIONAL FUNDING FOR PUBLIC IMPROVEMENTS FOR CONTRACT NUMBER 19454; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the original expenditures approved by Ordinance 2025-O0108 in the 2025 Service and Assessment Plan for Bell Farms PID need to be increased due to the contract for the enhancing the safety at Playa Lake Park; and

WHEREAS, this additional expenditure increases the need in the public improvements PID Fund – Public Improvements for FY 2025-26 by an additional $49,686 to support this amendment and no increases in the adopted assessment will be required; and

WHEREAS, the City Council approves the amendment to Ordinance No. 2025-O0108 Exhibit "B", the 2025 Service and Assessment Plan for the PID, to authorize additional funding for Public Improvements mentioned herein; NOW, THEREFORE,

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

SECTION 1. THAT Ordinance No. 2025-O0108, Exhibit "B", is hereby amended by replacing it with the new Exhibit "B", attached hereto and incorporated herein, titled "Bell Farms Public Improvement District, City of Lubbock, Texas Amended Service and Assessment Plan" dated July 14th, 2026.

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

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

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:

Matt Wade, City Attorney

Exhibit B
City of Lubbock, TX
Finance Department
Bell Farms Public Improvement District
2025 Proposed Service and Assessment Plan

Method of Assessment

* Properties will be assessed based on the City's 2025 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.12/$100 valuation
* All property will be assessed based on the final 2025 "net taxable value".

Service Plan

	Adopted Budget	Proposed Budget	Projected				
TAX YEAR	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Totals**
Property Values* (Taxable Values)	426,396,508	462,178,236	471,421,801	480,850,237	490,467,241	500,276,586	
Discounted Property Values (95%)	405,076,683	439,069,324	447,850,711	456,807,725	465,943,879	475,262,757	
FISCAL YEAR REVENUES	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**	**Totals**
Interest	24,580	25,905	11,937	8,831	5,647	2,382	$ 54,701
Assessment @ $0.12	486,092	526,883	537,421	548,169	559,133	570,315	2,741,921
Total Revenue	**510,672**	**552,788**	**549,358**	**557,000**	**564,779**	**572,697**	**$ 2,796,623**
EXPENSES							
1-Acre Park - 2355 138th Street	25,000	40,000	40,800	41,616	42,448	43,297	$ 208,162
Pocket Park 1 - 14001 Avenue W	14,000	25,000	25,500	26,010	26,530	27,061	130,101
Pocket Park 2 - 2124 135th Street	14,000	25,000	25,500	26,010	26,530	27,061	130,101
Playa Lake Park - 1912 146th St. / 14307 Avenue U	152,000	155,000	158,100	161,262	164,487	167,777	806,626
Basin Park Maintenance- 13525 Sherman Avenue	60,000	62,000	63,240	64,505	65,795	67,111	322,650
Walking Trail - Avenue U	-	40,000	40,800	41,616	42,448	43,297	208,162
Entry Sign - Loop 88 & Avenue U	-	5,000	5,100	5,202	5,306	5,412	26,020
Entry Sign - University Ave & 138th St	-	5,000	5,100	5,202	5,306	5,412	26,020
Public Fencing	20,000	20,000	20,400	20,808	21,224	21,649	104,081
Repairs	50,000	50,000	51,000	52,020	53,060	54,122	260,202
Public Improvement Projects	150,000	299,686	140,000	140,000	140,000	140,000	859,686
Park Equipment Maintenance	15,000	20,000	20,400	20,808	21,224	21,649	104,081
Electric Cost	15,000	10,000	10,200	10,404	10,612	10,824	52,040
Water Cost	12,000	10,000	10,200	10,404	10,612	10,824	52,040
Administrative Cost	15,731	16,502	16,832	17,169	17,512	17,862	85,877
Annual Operation Cost	16,712	19,325	19,712	20,106	20,508	20,918	100,568
Total	**559,443**	**802,513**	**652,884**	**663,141**	**673,604**	**684,276**	**$ 3,476,417**
Cash Reserves	**$ 647,618**	**397,893**	**294,368**	**188,227**	**79,402**	**(32,177)**	

*Property Value growth rate = 2% annually
**Expense growth rate = 2% annually
Assessment Information for $100,000 home = $120

AI# 14402
Regular City Council Meeting **5. 3.**
07/14/2026:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 33, respecting the Cemetery Fund and Cemetery Capital Project Fund in connection with Capital Improvement Project 92889, Cemetery Irrigation System.

Item Summary

I. Amend Capital Improvement Project 92889, Cemetery Irrigation System, and increase the appropriation by $105,000, from $2,167,311 to $2,272,311. Funding will be from the Cemetery Available Reserves.

II. Increase the transfer from the Cemetery Fund to the Cemetery Capital Project Fund by $105,000, from $30,000 to $135,000.

Additional expenses from LP&L for electrical work were not accounted for in this project. This included tree trimming ($8,496.45) and materials and labor ($93,829.35).

Fiscal Impact

Funding in the amount of $105,000 for Capital Improvement Project 92889, Cemetery Irrigation System, will be from Cemetery Fund Available Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 33

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CEMETERY CAPITAL PROJECT FUND AND CEMETERY 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 2025-26 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 2025-26 (Budget Amendment #33) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92886, Cemetery Irrigation System, and increase the appropriation by $105,000, from $2,167,311 to $ 2,272,311. Funding will be from the Cemetery Available Reserves.

II. Increase the transfer from Cemetery Fund to Cemetery Capital Project Fund by $105,000, from $30,000 to $135,000.

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:

Matt Wade, City Attorney

ccdocs II/BudgetFY25-26BA#33
July 14, 2026

AI# 14411
Regular City Council Meeting **5. 4.**
07/14/2026:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 34, respecting the General Fund and General Facilities System Improvements Capital Project Fund in connection with Capital Improvement Project 8675, Employee Education Assistance Program - ARPA.

Item Summary

I. Amend Capital Improvement Project 8675, Employee Education Assistance Program - ARPA, and increase the appropriation by $75,000, from $387,493 to $462,493. Funding will be from the General Fund Available Reserves.

II. Increase the transfer from General Fund to General Facilities System Improvements Capital Project Fund by $75,000, from $450,577 to $525,577.

The Education Reimbursement Program has been an extraordinarily successful initiative for our City. To date, seventy-seven individuals have benefitted from this program since its launch in January 2023. Originally funded through ARPA allocations, all designated funds have been effectively utilized with accountability. Through diligent oversight, we have observed disbursement funds supporting certifications, associate's, bachelor's, and master's degree programs.

In the fiscal year 2022-23, the expenditure totaled $19,805.18. For 2023-24, the amount spent was $69,165.68. During 2024-25, expenditures increased to $178,441.80, and in 2025-26, projected spending is $255,192.48. To complete this fiscal cycle, an additional $74,462.43 is required. Overall, since inception, a total of $522,605.14 has been allocated towards this initiative. Specifically, 6 employees have obtained certifications, 16 have earned associate degrees, 29 have achieved bachelor's degrees, and 26 have received master's degrees.

How much money have we used during the program cycle:

FY 22/23: $19,805.18
FY 23/24: $69,165.68
FY 24/25: $178,441.80
FY 25/26: $255,192.48
TOTAL: $522,605.14

What we need for the remaining balance of the fiscal year:

FY 25/26: $75,000

People in the program:

77 people have used the program since its inception.

- Bachelors - 29
- Masters - 26
- Associates - 16
- Certification - 6

Fiscal Impact

Funding in the amount of $75,000 for Capital Improvement Project 8675, Employee Education Assistance Program - ARPA, will be from General Fund Available Reserves.

Staff/Board Recommending

Joe Jimenez, Chief Financial Officer

Attachments

Budget Amendment 34

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2025-26 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FACILITIES SYSTEM IMPROVEMENTS CAPITAL PROJECT FUND AND GENERAL 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 2025-26 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 2025-26 (Budget Amendment #34) for municipal purposes, as follows:

I. Amend Capital Improvement Project 8675, Employee Education Assistance Program - ARPA, and increase the appropriation by $74,463, from $387,493 to $ 461,956. Funding will be from the General Fund Available Reserves.

II. Increase the transfer from General Fund to General Facilities System Improvements Capital Project Fund by $74,463, from $450,577 to $525,040.

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:

Matt Wade, City Attorney

ccdocs II\BudgetFY25-26A#34
July 14, 2026

AI# 14339
Regular City Council Meeting **5. 5.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2026-O0074, and related documents, abandoning and closing a portion of an alley located in Section 17, Block B, Lubbock County, Texas, on the north side of the Marsha Sharp Freeway at 29th Street.

Item Summary

On June 23, 2026, 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 alley on the north side of the Marsha Sharp Freeway at 29th Street. The total area of right-of-way being closed is 4,799 square feet, less an alley dedication of 99 square feet, for a net closure of 4,700 square feet. Based on adjacent land values, the Right-of-Way Department valued the closure at $3.05 per square foot, for a total of $14,335.00.

The proponent, Parkhill Engineering, desires to close the alley, to align property boundaries and to create a unified street frontage for a new boundary fence.

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

Fiscal Impact

$14,335.00 revenue to the General Fund

Staff/Board Recommending

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

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Attachments

Ordinance - Sherrick - Section17BlkB
Exhibit A - Sherrick - Section17BlkB
Alley Dedication - Sherrick - Section17BlkB
GIS Map - Sherrick - Section17BlkB

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF AN ALLEY LOCATED IN SECTION 17, BLOCK B, LUBBOCK COUNTY, TEXAS, ON THE NORTH SIDE OF MARSHA SHARP FREEWAY AT 29TH STREET, 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 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 alley 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 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 _____, 2026.

Passed by the City Council on second reading this ____day of _____, 2026.

_____

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:

Mitchell Satterwhite, First Assistant City Attorney

Parkhill

EXHIBIT "A"

AN ALLEY RIGHT-OF-WAY CLOSURE IN SECTION 17, BLOCK B, LUBBOCK COUNTY, TEXAS

An alley right-of-way closure in Section 17, Block B, Lubbock County, Texas, being a portion of that alley right-of-way dedicated and described in the plat of Sherrick Home Addition, according to the map, plat and/or dedication deed thereof recorded in Volume 734, Page 593 and an alley dedication recorded in Volume 490, Page 99 of the Deed Records of Lubbock County, Texas, said closure contains 4,799 square feet (0.11 acres) being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found in the northwest right-of-way line of Marsha Sharp Freeway (U.S. Highway 62/82), as described in a deed recorded in Volume 6729, Page 1 of the Real Property Records of Lubbock County, Texas, in the projected east line of Tract "B", Adventure Park Addition, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication Number 2017009165 of the Plat Records of Lubbock County, Texas, at the southeast corner of an alley closure described in County Clerk's File Number 2019007545 of the Official Public Records of Lubbock County, Texas, for the southwest corner of this closure, said beginning point having coordinates of NORTHING: 7,270,508.59 and EASTING: 928,151.44, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence the southwest corner of said Section 17, Block B bears *South 01 degrees 45 minutes 06 seconds West* a distance of 1896.61 feet and *North 88 degrees 14 minutes 54 seconds West* a distance of 1928.47 feet, per calls in previous descriptions;

(1) THENCE *North 01 degrees 53 minutes 33 seconds East* a distance of 18.58 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north right-of-way line of said alley, at the southeast corner of said Tract "B", Adventure Park Addition, for the northwest corner of this closure;

(2) THENCE *North 55 degrees 43 minutes 41 seconds East*, along the north right-of-way line of said alley, a distance of 200.53 feet to a 3/8-inch iron rod found at a point of intersection for a corner of this closure;

(3) THENCE *North 85 degrees 53 minutes 27 seconds East*, along the north right-of-way line of said alley, a distance of 89.14 feet to a point of intersection for the most easterly corner of this closure, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection in the north right-of-way line of said alley bears *Noth 85 degrees 53 minutes 27 seconds East* a distance of 9.95 feet and a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found at the southwest corner of said Lot 1, Sherrick Home Addition bears *North 55 degrees 43 minutes 41 seconds East* a distance of 25.98 feet;

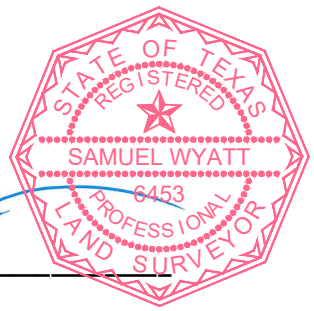
(4) THENCE *South 55 degrees 43 minutes 41 seconds West* a distance of 76.50 feet to a point in the northwest right-of-way line of said Marsha Sharp Freeway, at a point of intersection for a corner of this closure, whence a 1/2-inch iron rod found in the northwest right-of-way line of said Marsha Sharp Freeway bears *South 34 degrees 16 minutes 19 seconds East* a distance of 20.00 feet;

(5) THENCE *North 34 degrees 16 minutes 19 seconds West*, along the northwest right-of-way line of said Marsha Sharp Freeway, a distance of 29.79 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for a corner of this closure;

(5) THENCE *South 55 degrees 43 minutes 41 seconds West*, along the northwest right-of-way line of said Marsha Sharp Freeway, a distance of 212.07 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are at surface. Areas called in this description are based on calculations made from surface distances. A plat of this description is included on Page 2 of this document.

This description was prepared for rezoning purposes from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

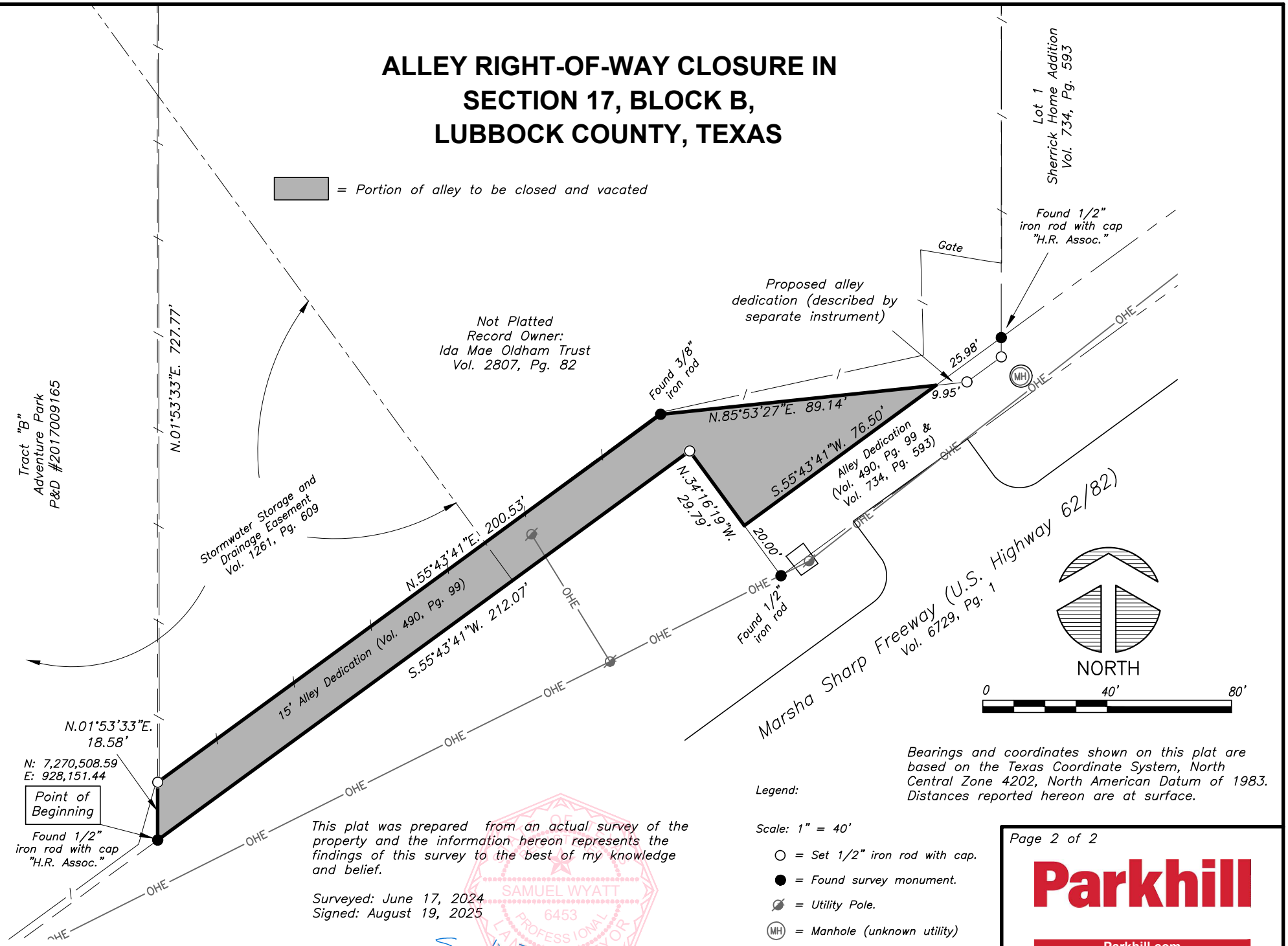
Surveyed: June 17, 2024
Signed: August 19, 2025



Samuel Wyatt, R.P.L.S. 6453

Texas Registered Surveying Firm # 10194091

ALLEY RIGHT-OF-WAY CLOSURE IN SECTION 17, BLOCK B, LUBBOCK COUNTY, TEXAS



Bearings and coordinates shown on this plat are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances reported hereon are at surface.

Legend:

Scale: 1" = 40'

- ○ = Set 1/2" iron rod with cap.
- ● = Found survey monument.
- ⌀ = Utility Pole.
- (MH) = Manhole (unknown utility)
- ——OHE—— = Electric line
- ——/—— = Fence line

This plat was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 17, 2024
Signed: August 19, 2025

SAMUEL WYATT 6453 PROFESSIONAL LAND SURVEYOR

Samuel Wyatt
R.P.L.S. 6453

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Parkhill

AN ALLEY DEDICATION IN SECTION 17, BLOCK B, LUBBOCK COUNTY, TEXAS

An alley right-of-way dedication in Section 17, Block B, Lubbock County, Texas, being a portion of that certain tract of land conveyed to the Ida Mae Oldham Trust, described in a warranty deed recorded in Volume 2072, Page 82 of the Real Property Records of Lubbock County, Texas, said alley dedication contains 99 square feet being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "H.R. & ASSOC." found in the east line of said parent tract, at the southwest corner of Lot 1, Sherrick Home Addition, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 734, Page 593 of the Deed Records of Lubbock County, Texas, in the northwest right-of-way line of an alley dedicated and described in Volume 490, Page 99 and Volume 734, Page 593 of the Deed Records of Lubbock County, Texas, for the northeast corner of this dedication, said beginning point having coordinates of NORTHING: 7,270,661.06 and EASTING: 928,428.08, Texas Coordinate System, North Central Zone 4202, North American Datum of 1983, whence the southwest corner of said Section 17, Block B bears *North 88 degrees 14 minutes 54 seconds West* a distance of 1370.87 feet and *South 01 degrees 45 minutes 06 seconds West* a distance of 2057.50 feet;

(1) THENCE *South 01 degrees 55 minutes 10 seconds West*, along the east line of said parent tract, a distance of 6.20 feet to a 1/2-inch iron rod with a plastic marked "PARKHILL RPLS 6453" set in the northwest right-of-way line of said alley, for the southeast corner of this dedication;

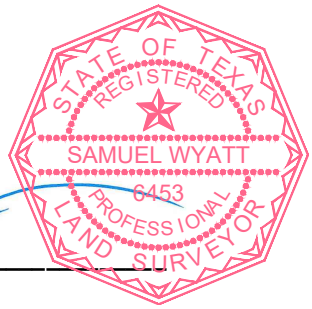
(2) THENCE *South 55 degrees 43 minutes 41 seconds West*, along the northwest right-of-way line of said alley, a distance of 13.72 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for the southwest corner of this dedication;

(3) THENCE *South 85 degrees 53 minutes 27 seconds West*, along the north right-of-way line of said alley, a distance of 9.95 feet to a point for the northwest corner of this dedication, whence a 3/8-inch iron rod found at a point of intersection in the north right-of-way line of said alley bears *South 85 degrees 53 minutes 27 seconds West* a distance of 89.14 feet;

(4) THENCE *North 55 degrees 43 minutes 41 seconds East* a distance of 25.98 feet to the **POINT OF BEGINNING**. Bearings and coordinates called in this description are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances called in this description are at surface. Areas called in this description are based on calculations made from surface distances. A plat of this description is included on Page 2 of this document.

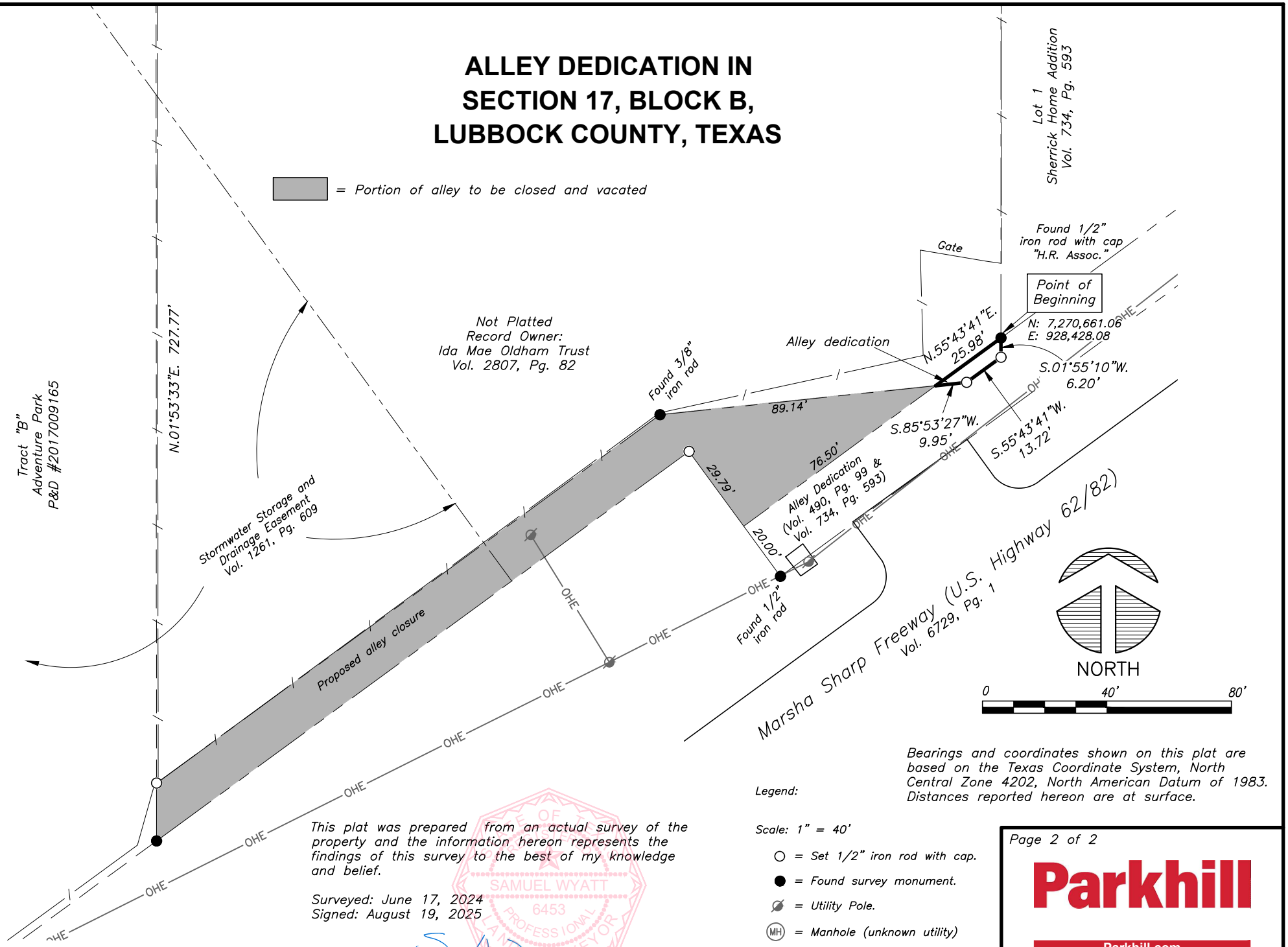
This description was prepared for rezoning purposes from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 17, 2024
Signed: August 19, 2025



Samuel Wyatt, R.P.L.S. 6453

ALLEY DEDICATION IN SECTION 17, BLOCK B, LUBBOCK COUNTY, TEXAS



Bearings and coordinates shown on this plat are based on the Texas Coordinate System, North Central Zone 4202, North American Datum of 1983. Distances reported hereon are at surface.

Legend:

Scale: 1" = 40'

- ○ = Set 1/2" iron rod with cap.
- ● = Found survey monument.
- ⌀ = Utility Pole.
- (MH) = Manhole (unknown utility)
- ——OHE—— = Electric line
- ——/—— = Fence line

This plat was prepared from an actual survey of the property and the information hereon represents the findings of this survey to the best of my knowledge and belief.

Surveyed: June 17, 2024
Signed: August 19, 2025

STATE OF TEXAS
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

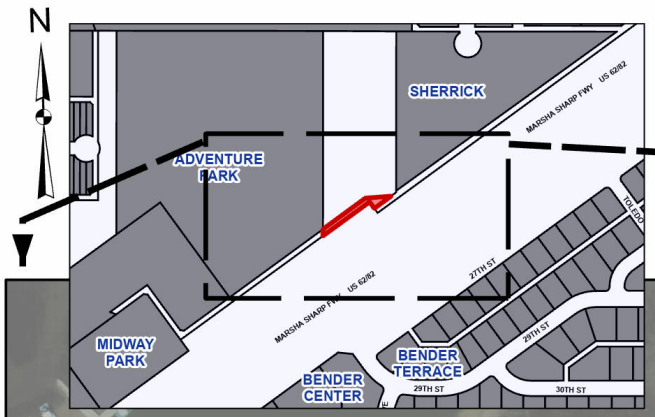
Samuel Wyatt
R.P.L.S. 6453

Parkhill

Parkhill.com

TBPELS FIRM REGISTRATION NO. 10194091

Proposed Closure of a Portion of an Alley Located in Section 17, Block B



1

SHERRICK

UNSUBDIVIDED

TR B

ADVENTURE PARK

MARSHA SHARP FWY

UNSUB

Proposed Partial Alley Closure
(V490 P99 and V734 P593)
~4,799 sq ft

27TH ST

BENDER TERRACE

171

172

0 100 200 300 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 - April 2025

AI# 14360
Regular City Council Meeting **5. 6.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2026-O0075, and related documents, abandoning and closing a 0.063-acre portion of the Legacy Range Business Park, Tract "D", an addition to the City of Lubbock, Lubbock County Texas, on the south side of 116th Street, east of Indiana Avenue.

Item Summary

On June 23, 2026, 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 drainage easement located in Tract D of the Legacy Range Business Park Addition, on the south side of 116th Street, east of Indiana Avenue.

The total area of the easements being closed is 2,730 square feet. The closure has no cost and no new easement will be dedicated. The proponent desires to close the easements due to a change in the development of this property.

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

Fiscal Impact

None

Staff/Board Recommending

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

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Attachments

Ordinance - LegacyRangeBusinessPark_TrD
Exhibit A -Legacy Range Bus. Park, Tr. D
GIS Map - LegacyRangeBusinessPark_TrD

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 0.063 ACRE PORTION OF THE LEGACY RANGE BUSINESS PARK, TRACTS "A" THROUGH "L", AN ADDITION TO THE CITY OF LUBBOCK, LOCATED IN TRACT "D", LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE, AND WHICH WAS PREVIOUSLY DESIGNATED AS A STORMWATER DRAINAGE AND IMPOUNDMENT EASEMENT; 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 easement hereinafter described in the body of this Ordinance is 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 stormwater drainage and impoundment easement 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 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 _____, 2026.

Passed by the City Council on second reading this ____day of _____, 2026.

_____
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:

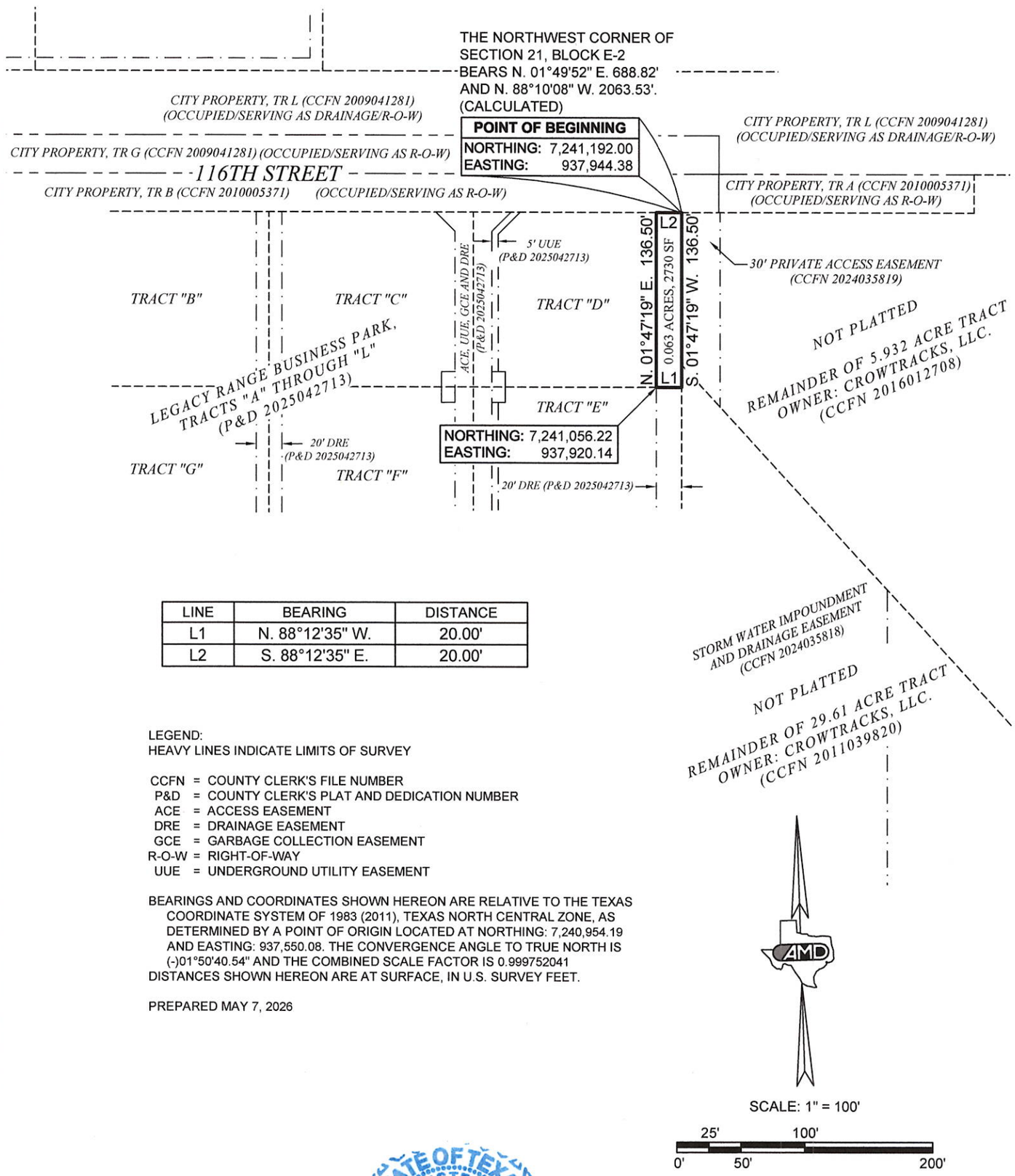
David Rice, Assistant City Attorney

EXHIBIT"A"

LEGACY RANGE BUSINESS PARK,

DRAINAGE EASEMENT ABANDONMENT REQUEST,

BEING LOCATED IN TRACT "D",
OF LEGACY RANGE BUSINESS PARK, TRACTS "A" THROUGH "L"
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
(PLAT PREVIOUSLY RECORDED IN COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2025042713 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)



LINE	BEARING	DISTANCE
L1	N. 88°12'35" W.	20.00'
L2	S. 88°12'35" E.	20.00'

LEGEND:
HEAVY LINES INDICATE LIMITS OF SURVEY

CCFN = COUNTY CLERK'S FILE NUMBER
P&D = COUNTY CLERK'S PLAT AND DEDICATION NUMBER
ACE = ACCESS EASEMENT
DRE = DRAINAGE EASEMENT
GCE = GARBAGE COLLECTION EASEMENT
R-O-W = RIGHT-OF-WAY
UUE = UNDERGROUND UTILITY EASEMENT

BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,240,954.19 AND EASTING: 937,550.08. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01°50'40.54" AND THE COMBINED SCALE FACTOR IS 0.999752041
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.

PREPARED MAY 7, 2026

SCALE: 1" = 100'

25' 100'
0' 50' 200'

STATE OF TEXAS REGISTERED LANDON MERRITT 6466 PROFESSIONAL LAND SURVEYOR

05/11/2026

SHEET 1 OF 2, DESCRIPTION ATTACHED AS SHEET 2

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

PREPARED FOR: BARCCC VENTURES, LLC - SERIES C

MDA

JOB NUMBER: 240218

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LEGACY RANGE BUSINESS PARK,
DRAINAGE EASEMENT
ABANDONMENT REQUEST,

BEING LOCATED IN TRACT "D",
OF LEGACY RANGE BUSINESS PARK, TRACTS "A" THROUGH "L"
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS

(PLAT PREVIOUSLY RECORDED IN
COUNTY CLERK'S PLAT AND DEDICATION NUMBER 2025042713
OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

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

Description for the proposed abandonment of a portion of a Drainage Easement granted with the plat of Legacy Range Business Park, Tracts "A" through "L", an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk Plat and Dedication Number 2025042713 of the Official Public Records of Lubbock County, Texas (OPRLCT) being located in said Tract "D, said proposed abandonment contains 0.063 acres (2730 SF) of land and being further described by metes and bounds as follows:

1) **BEGINNING** at a point in the south right-of-way line of 116th Street, as described in a Special Warranty Gift Deed recorded in County Clerk's File Number (CCFN) 2010005371 of the OPRLCT and the north line of that certain 5.932 acre tract of land conveyed to Crowtracks, LLC, as described in a Special Warranty Deed recorded in CCFN 2016012708 of the OPRLCT, for the northeast corner of said Legacy Range Business Park and this easement, having coordinates of Northing: 7,241,192.00 and Easting: 937,944.38 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence the calculated northwest corner of said Section 21 bears N. 01° 49' 52" E. a distance of 688.82 feet and N. 88° 10' 08" W. a distance of 2063.53 feet, said section corner having coordinates of Northing: 7,241,946.21 and Easting: 935,904.42 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

2) **THENCE** S. 01° 47' 19" W., along the east line of said Tract "D", a distance of 136.50 feet to a point for the east common corner of said Tracts "D" and "E", and the southeast corner of this easement;

3) **THENCE** N. 88° 12' 35" W., along the common line of said Tracts "D" and "E", a distance of 20.00 feet to a point for the southwest corner of this easement, having coordinates of Northing: 7,241,056.22 and Easting: 937,920.14 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

4) **THENCE** N. 01° 47' 19" E. a distance of 136.50 feet to a point in the south right-of-way line of said 116th Street and the north line of said Tract "D" for the northwest corner of this easement;

5) **THENCE** S. 88° 12' 35" E. a distance of 20.00 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as determined by a point of origin being located at Northing: 7,240,954.19 and Easting: 937,550.08. The convergence angle to True North is (-) 01° 50' 40.54" to True North and the combined scale factor is 0.999752041. Distances are at surface, in U.S. Survey feet

Prepared May 7, 2026

240218 – DRE Abandonment

6515 68th Street, Suite 300
Lubbock, Texas 79424

TBPE Reg. # F-9197
TBPELS Reg. #101785-00

Office: (806) 771-5976
Fax: (806) 771-7625

AI# 14404
Regular City Council Meeting **5. 7.**
07/14/2026:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of a cross access easement and drainage easement, located in the Action Gypsum Addition in Section 21, Block E-2, north of 116th Street, and east of Indiana Avenue.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of a cross access and drainage easement located in the Action Gypsum Addition in Section 21, Block E-2, north of 116th Street, and east of Indiana Avenue.

The total area of the easements being closed is 14,879 square feet. The closure has no cost and no new easement will be dedicated. The proponent desires to close the easements due to a change in the development of this property.

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

Action Gypsum - Ordinance
Map - Action Gypsum

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTION OF A CROSS ACCESS AND DRAINAGE EASEMENT LOCATED IN ACTION GYPSUM ADDITION WITHIN SECTION 21, BLOCK E-2, LUBBOCK COUNTY, 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 cross access and drainage easement hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the public drainage 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 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 _____, 2026.

Passed by the City Council on second reading this ____day of _____, 2026.

_____
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:

David Rice, Assistant City Attorney

EXHIBIT A

WHERE ON EARTH, INC.
Professional Land Surveying

FIELD NOTES
METES AND BOUNDS

OF a portion of a Cross Access and Drainage Easement out of Tracts "C" through "F", Action Gypsum Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in County Clerk File Number 2024000089, Official Public Records, being located in Section 21, Block E-2, Abstract 270, Lubbock County, Texas, and being further described as follows:

BEGINNING at the Southeast corner of this easement, from which the Southeast corner of said Tract "F" bears S.88°10'11"E., 1.00 feet and S.01°47'42"W., 45.50 feet;

THENCE N.88°10'11"W., 48.00 feet to a corner of this easement;

THENCE Northeasterly, along the arc of a circular curve to the left, an arc distance of 44.00 feet to a corner of this easement; said curve having a radius of 28.00 feet, a central angle of 90°02'07", and a chord of N.46°48'45"E., 39.61 feet;

THENCE N.01°47'42"E., 87.50 feet to a corner of this easement;

THENCE Northwesterly, along the arc of a circular curve to the left, an arc distance of 43.97 feet to a corner of this easement; said curve having a radius of 28.00 feet, a central angle of 89°57'53", and a chord of N.43°11'15"W., 39.59 feet;

THENCE N.88°10'11"E., at 66.74 feet pass the West line of said Tract "F" and the East line of said Tract "E", at 182.47 feet pass the West line of said Tract "E" and the East line of said Tract "D", at 298.20 feet pass the West line of said Tract "D" and the East line of said Tract "C", in all a distance of 354.00 feet to a corner of this easement;

THENCE Southwesterly, along the arc of a circular curve to the left, an arc distance of 44.00 to a corner of this easement; said curve having a radius of 28.00 feet, a central angle of 90°02'07", and a chord of S.46°48'45"W., 39.61 feet;

THENCE S.01°47'42"W., 87.50 feet to a corner of this easement;

THENCE Southeasterly, along the arc of a circular curve to the left, an arc distance of 43.97 feet to a point for a corner of this easement; said curve having a radius of 28.00 feet, a central angle of 89°57'53", and a chord of S.43°11'15"E., 39.59 feet;

THENCE S.01°47'42"W., 20.00 feet to a corner of this easement;

THENCE Northwesterly, along the arc of a circular curve to the right, an arc distance of 75.37 feet to a corner of this easement; said curve having a radius of 48.00 feet, a central angle of 89°57'53", and a chord of N.43°11'15"W, 67.86 feet;

THENCE N.01°47'42"E, 87.50 feet to a corner of this easement;

THENCE Northeasterly, along the arc of a curve to the right, an arc distance of 75.43 feet to a corner of this easement; said curve having a radius of 48.00 feet, a central angle of 90°02'07", and a chord of N.46°48'45"E., 67.90 feet;

THENCE S.88°10'11"E., at 55.78 feet pass the East line of said Tract "C" and the West line of said Tract "D", at 171.51 feet pass the East line of said Tract "D" and the West line of said Tract "E", at 287.24 feet pass the East line of said Tract "E" and the West line of said Tract "F", in all a distance of 354.00 feet to a corner of this easement;

THENCE Southeasterly, along the arc of a circular curve to the right, an arc distance of 75.37 feet to a corner of this easement; said curve having a radius of 48.00 feet, a central angle of 89°57'53", and a chord of S.43°11'15" E., 67.86 feet;

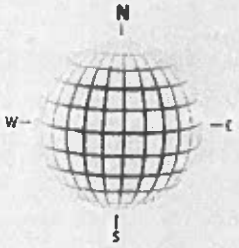
THENCE S.01°48'53"W., 1.00 feet West of and parallel to the East line of said Tract "F", a distance of 115.50 feet to the **PLACE OF BEGINNING.**

This the 9th day of April, 2025

Michel J. Newton

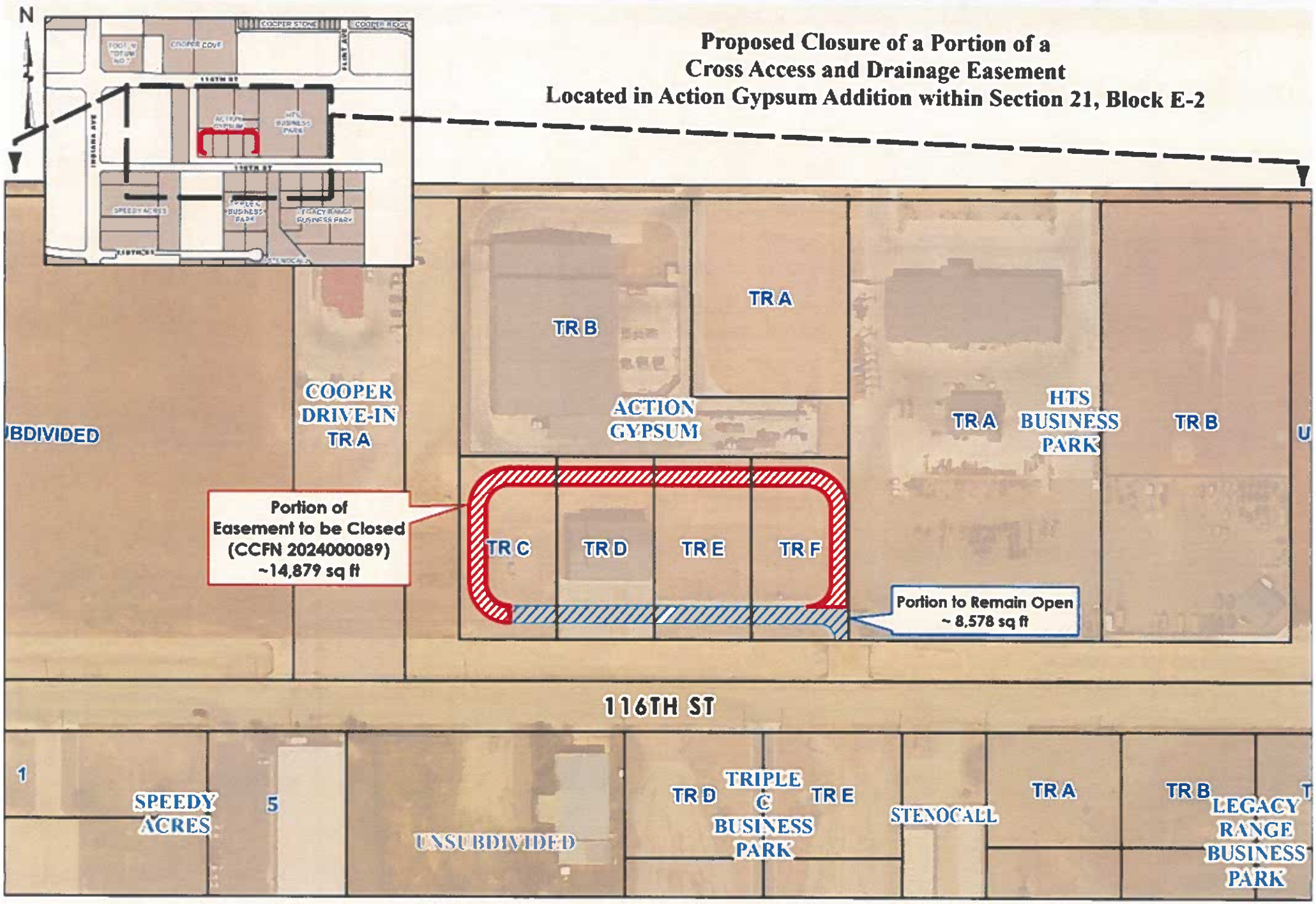
Michel J. Newton, Registered Professional Land Surveyor No. 4983
Licensed Sate Land Surveyor No. 4983

STATE OF TEXAS
REGISTERED
MICHEL J. NEWTON
4983
PROFESSIONAL
LAND SURVEYOR



3301 Co. Rd. 7550
Lubbock, TX 79423
Tel: 806-368-7920
TBPLS FIRM NO. 10066200

Proposed Closure of a Portion of a Cross Access and Drainage Easement Located in Action Gypsum Addition within Section 21, Block E-2

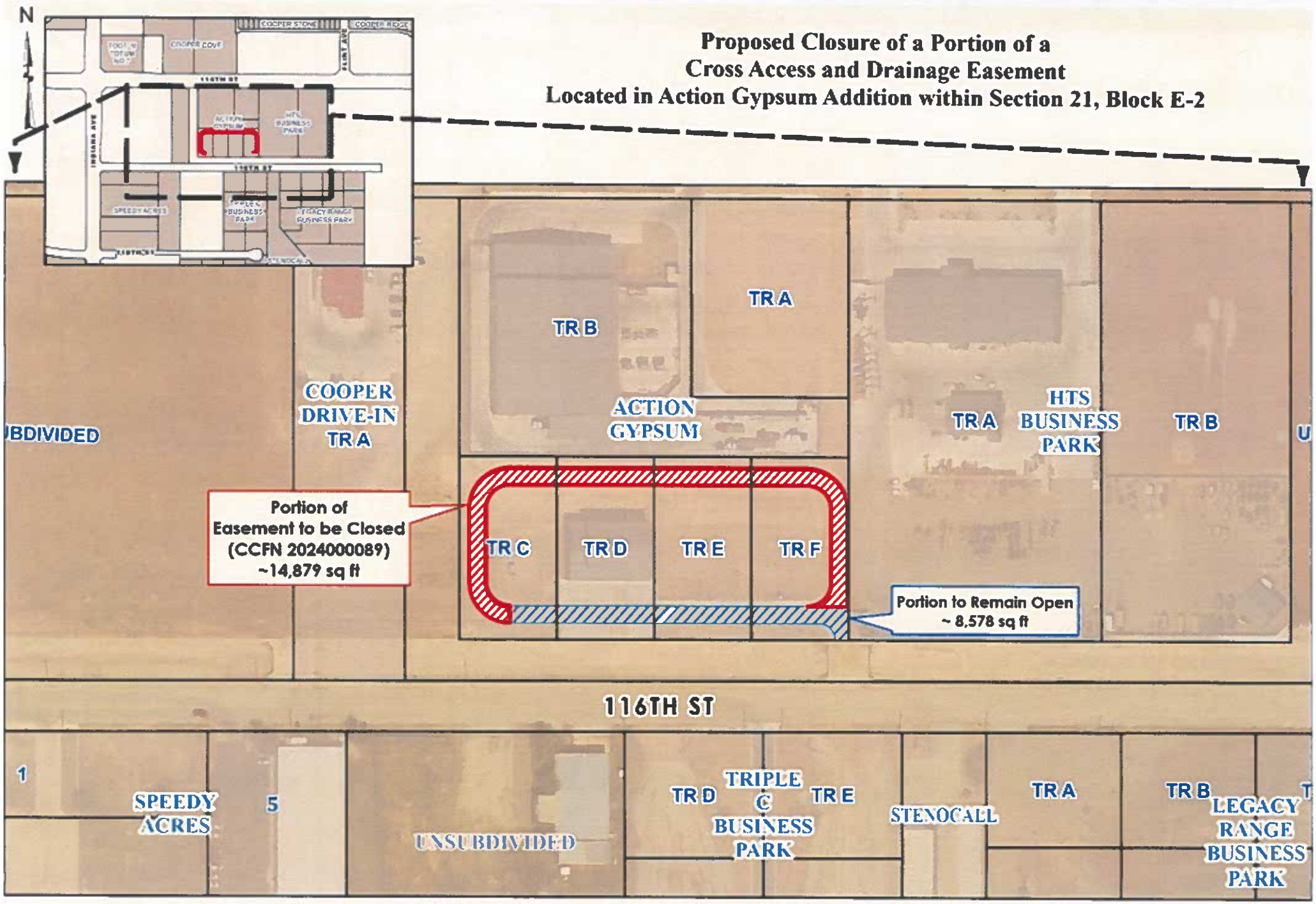


As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

Proposed Closure of a Portion of a Cross Access and Drainage Easement Located in Action Gypsum Addition within Section 21, Block E-2



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

City of Lubbock TEXAS

Digital Orthophotography - April 2025

AI# 14406
Regular City Council Meeting **5. 8.**
07/14/2026:

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance, and related documents, abandoning and closing a portion of a slope and drainage easement on the south-west corner of 98th Street and Milwaukee Avenue, in Section 22, Block AK, Lubbock.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a 21,810 square foot slope and drainage easement located at the southwest corner of 98th Street and Milwaukee Avenue.

The closure has no cost and no new easement will be dedicated. The proponent desires to close the easements due to a change in the development of this property.

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

Fiscal Impact

None

Staff/Board Recommending

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

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Attachments

Ordinance - Closure 98th & Milwaukee
CCFN 2025041001 - Drainage Easement, CMS Properties
GIS Map Closure 98th & Milwaukee

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTION OF A SLOPE AND DRAINAGE EASEMENT LOCATED BETWEEN 98TH STREET AND MILWAUKEE AVENUE, WITHIN SECTION 22, BLOCK AK, LUBBOCK COUNTY, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the public drainage 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 slope and drainage easement attached hereto as 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 _____, 2026.

Passed by the City Council on second reading this ____day of _____, 2026.

_____
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:

David Rice, Assistant City Attorney

City of Lubbock - ROW Counter

2025041001 7 PGS EASE

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

STORM WATER DRAINAGE AND IMPOUNDMENT EASEMENT

That **DENIM SKY CAPITAL, LTD.**, a Texas limited partnership (hereinafter referred to as the "Grantor"), for TEN AND /100 DOLLARS ($10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has by these presents **GRANTED, BARGAINED, SOLD AND CONVEYED** and by these presents does **GRANT, BARGAIN, SELL and CONVEY** unto the **CITY OF LUBBOCK, TEXAS**, for the use of the public as a perpetual and permanent storm water drainage and impoundment easement the free and uninterrupted use, liberty of passage in, on, along, over, upon, under and across all of the two (2) tracts of real property as shown on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "Property") together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to the **CITY OF LUBBOCK** for so long as the public uses same for the purposes herein granted.

That the Easement shall continue so long as the public continues to use said property for storm water drainage and impoundment easement, which easement shall include, but shall not be limited to, the right to construct, reconstruct, maintain, repair, clean and clear said Property for the free and unobstructed drainage and storage of surface water, together with the right of ingress, egress, and regress for such purposes in, on, along, through and across said property to accomplish the purposes set out herein.

That the **CITY OF LUBBOCK** shall have the right to set and determine the drainage grade and direction of flow of surface waters on the above described real property, and building or like permanent structures shall not be erected, built or constructed, or allowed to be erected, built or constructed in, upon, over, along, or across the above described real property, and if such erection, building or construction does occur in violation of this prohibition, the **CITY OF LUBBOCK** shall have the right to remove said building or structure from the above described real property.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this instrument is executed this 6th day of October, 2025.

Grantor:

DENIM SKY CAPITAL, LTD., a Texas limited partnership
By its General Partner,
MP SHIPTON VI, LLC., a Texas limited liability company

By: _____
Marc Shipton
Its: Authorized Representative

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on this 6th day of October, 2025 by Marc Shipton, acting in his capacity as an Authorized Representative of **MP SHIPTON VI, LLC.**, General Partner of **DENIM SKY CAPITAL, LLC.**

Andrea Gronewald
NOTARY PUBLIC - STATE OF TEXAS
ID# 129514202
COMM. EXP. 08-05-2029

_____
Notary Public, State of Texas
My Commission Expires 8/5/29

EXHIBIT "A"

Description of Property

Tract 1

FIELD NOTES on a 23.519 acre tract out of Section 22, Block AK, Lubbock County, Texas and being further described by metes and bounds as follows:

COMMENCING at the Southeast corner of the 14.705 acre tract described in Lubbock County Clerk File Number (CCFN) 2016017452 for the Northeast corner of a previously surveyed 8.446 acre tract, from which the Northeast corner of Section 22 by calls bears N 01°50'48" E, 376.09 feet and S 88° 00' 43" E, 954.62 feet;

THENCE N 88°09'47" W (Texas North Central Zone Bearing Basis), a distance of 1272.93 feet to a found 1/2" iron rod with green cap, hereinafter referred to as Abacus Cap for the Northeast of the tract described in Lubbock County Clerk File Number (CCFN) 2023008188 and the Beginning corner of this tract;

THENCE N 88°09'51" W, 229.43 feet to a set Abacus Cap for a corner of this tract;

THENCE N 31°05'49" W, 67.79 feet to a set Abacus Cap for a corner of this tract;

THENCE N 17°56'26" W, 45.51 feet to a set Abacus Cap for a corner of this tract;

THENCE N 33°17'54" W, 113.10 feet to a set Abacus Cap for a corner of this tract;

THENCE N 02°16'41" W, 62.89 feet to a set Abacus Cap for a corner of this tract;

THENCE N 26°47'19" W, 33.06 feet to a set Abacus Cap for a corner of this tract;

THENCE N 04°00'33" W, 36.69 feet to a set Abacus Cap for a corner of this tract;

THENCE S 88°00'59" E, with the South line of 98th Street, 1686.36 feet to a set Abacus Cap for a corner of this tract;

THENCE S 01°51'00" W, 395.28 feet to a set Abacus Cap for a corner of this tract.

THENCE S 88°00'43" E, 464.67 feet to a set Abacus Cap for a corner of this tract;

THENCE S 01°50'32" W, 135.03 feet to a set Abacus Cap for a corner of this tract;

THENCE S 88°00'43" E, 392.84 feet to a found Abacus Cap for a corner of this tract;

THENCE S 01°51'26" W, along the West line of Milwaukee Avenue, 57.53 feet to a found "X" in concrete for a corner of this tract
;
THENCE S 46°42'34" W, 21.22 feet to a found "X" in concrete for a corner of this tract;

THENCE N 88°09'42" W, along the North line of 100th Street, 2157.69 feet to a found 1/2' iron rod for a corner of this tract;

THENCE N 01°47'30" E, 288.94 feet to the PLACE of BEGINNING and containing 23.519 Acres, including any Right of Way.

These notes are based on a survey made on the ground and shown on a plat of even date herewith.
Jonathan M. Cieszinski, RPLS 4460
September 29, 2025

Tract 2

FIELD NOTES on a 14.438 acre tract out of Section 22, Block AK, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with blue cap (OJD) at the Northwest corner of the tract described in Lubbock County Clerk File Number (CCFN) 2021029511 for the most Northerly Northeast corner of this tract, from which the calculated Northeast corner of Section 22 is called to bear N 01°50'29" E, 772.82 feet and S 88° 09' 13" E, 619.94 feet;

THENCE S 01°50'46" W(Texas North Central Zone Bearing Basis), 270.19 feet to a found 1/2" iron rod with blue cap for a corner of this tract;

THENCE S 88°20'20" E, 99.95 feet to a found 1/2" iron rod with red cap (R.L. Smith) for the most Easterly Northeast corner of this tract;

THENCE S 01°50'03" W, 247.84 feet to a found 1/2" iron rod with red cap (R.L. Smith) for the most Easterly Southeast corner of this tract;

THENCE N 88°11'00" W, 325.27 feet to a a corner of this tract, from which a found 2" iron pipe bears South, 0.2 feet and East, 0.2 feet;

THENCE N 01°50'08" E, 247.81 feet to a found 1/2' iron rod for a corner of this tract.

THENCE N 88°08'39" W, 323.97 feet to a found 1/2" iron rod with green cap, hereinafter referred to as Abacus Cap, for a corner of this tract;

THENCE S 01°50'48" W, 247.78 feet to corner of this tract, from which a set Abacus Cap on the South side of a fence bears South, 0.38 feet;

THENCE N 88°09'02" W, at 216.88 feet pass a found 1/2" iron rod with yellow cap, in all 328.33 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°51'13" E, 13.95 feet to a set Abacus Cap for a corner of this tract;

THENCE N 83°32'31" W, 107.68 feet to a set Abacus Cap for a corner of this tract;

THENCE N 70°55'15" W, 92.10 feet to a set Abacus Cap for a corner of this tract;

THENCE N 65°54'07" W, 96.15 feet to a set Abacus Cap for a corner of this tract;

THENCE N 51°01'35" W, 106.56 feet to a set Abacus Cap for a corner of this tract;

EXHIBIT "A" (Cont'd.)

THENCE N 32°54'47" W, 100.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 23°25'09" W, 47.48 feet to a set Abacus Cap for a corner of this tract;

THENCE N 59°26'23" W, 64.07 feet to a set Abacus Cap for a corner of this tract;

THENCE N 47°29'36" W, 109.53 feet to a set Abacus Cap for a corner of this tract;

THENCE N 41°39'03" W, 116.47 feet to a set Abacus Cap for a corner of this tract;

THENCE N 30°04'41" W, 53.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 72°07'52" W, 37.25 feet to a found Abacus Cap for a corner of this tract;

THENCE S 88°09'35" E, with the South line of 100th Street, 1058.13 feet to a found 1/2' iron rod for a corner of this tract;

THENCE S 88°09'20" E, with the South line of 100th Street, 549.29 feet to the PLACE of BEGINNING and containing 14.438 acres including any Right of Way.

These notes are based on a survey made on the ground and shown on a plat of even date herewith.
Jonathan M. Cieszinski, RPLS 4460
September 29, 2025

FILED AND RECORDED

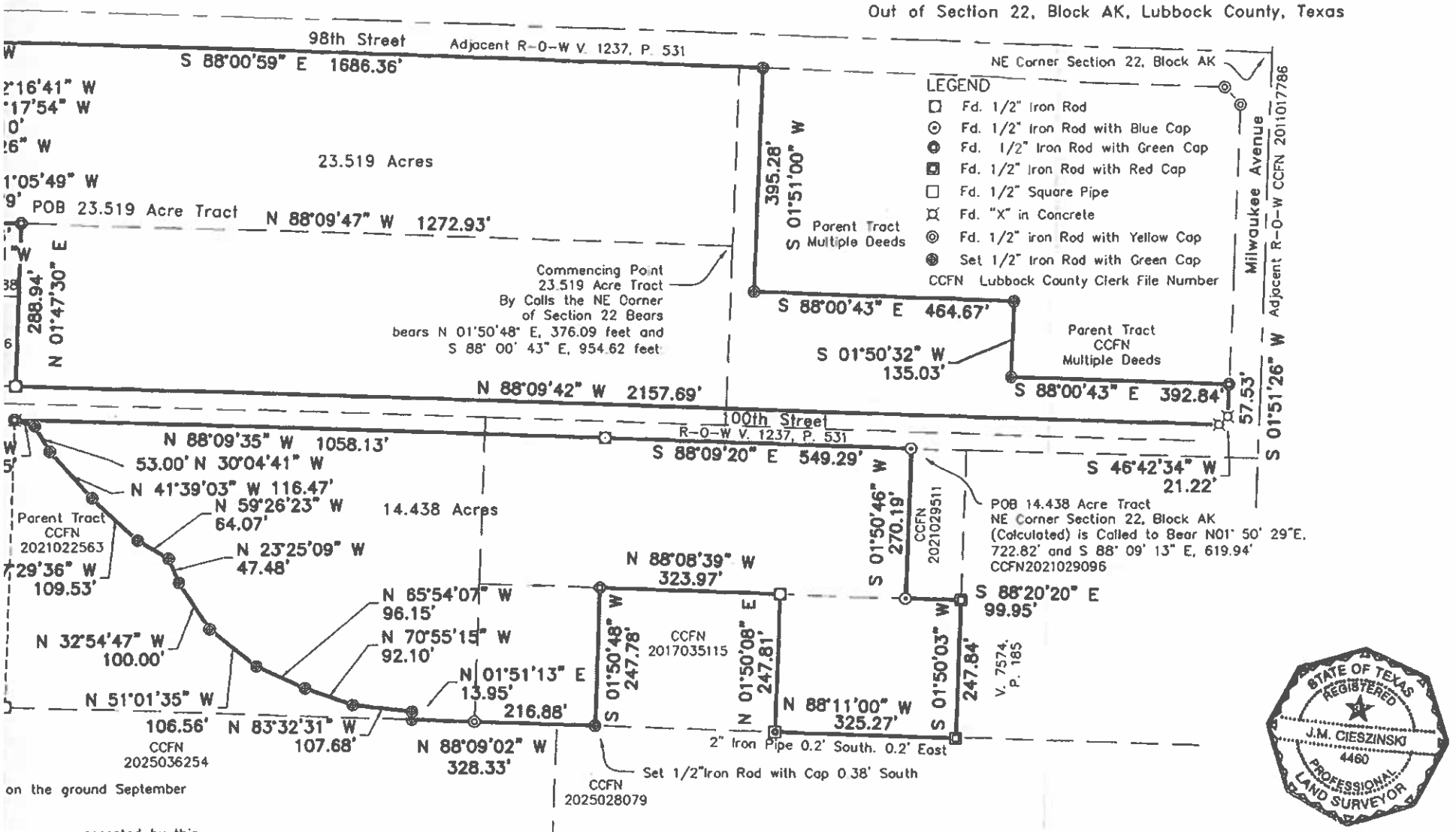
OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
10/17/2025 12:12 PM
FEE: $45.00
2025041001

Plat Showing Two Tracts Proposed as Drainage Easements

Out of Section 22, Block AK, Lubbock County, Texas



on the ground September

urvey were accepted by this
to substant'al agreement with

Record Documents and
re uncovered on this survey

nefit of a Title Commitment.
han those shown may apply.

the Texas North Central

Scale: 1"=200'

Surveyed For:
CMS Properties
Field Note Description of even date
herewith prepared under separate cover.

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

September 29, 2025

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING FIRM NO. 10115300
TEXAS ENGINEERING FIRM NO. F-27156

AI# 14361
Regular City Council Meeting **5. 9.**
07/14/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Memorandum of Agreement, and related documents, with John Webb and wife, Cheryl Webb, for the purchase of a 0.3203-acre tract of land located in Section 17, Block E, Lubbock County, Texas (Parcel 43), located on the east side of Avenue P between 143rd Street and 144th Street, to be utilized for the 2024 Street Bond Project.

Item Summary

With the widening of Avenue P from 130th Street to 146th Street, the following street dedication will allow for the construction of the arterial roadway. John Webb and Cheryl Webb are dedicating right-of-way, located on the east side of Avenue P between 143rd Street and 144th Street, to the City of Lubbock.

The proponents will dedicate 13,954 square feet of land for street right-of-way purposes, at a cost of approximately $0.02 per square foot for 6,202 square feet of encumbered right-of-way, and approximately $1.50 per square foot for 7,752 square feet of unencumbered right-of-way, for a land cost of $11,752, plus the cost for improvements. The improvements consist of a concrete/gravel driveway and mailbox for $14,847.00, and a gate reconfiguration of $5,990.00 required with this roadway improvement.

This transaction is subject to final approval by the City Council and approval of title.

Fiscal Impact

The total cost of the land acquisition is $32,589.00, plus closing costs, and is funded in Capital Improvement Project 92898, Avenue P: 130th Street to 146th Street – 24B.

Staff/Board Recommending

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

Attachments

Resolution - Parcel 43
MOA(r) - 14361_Parcel_43
Parcel 43 - Deed - Appraisal (Signed)

GIS Map - Parcel 43
CIP 92898 - Budget Detail
C92898 - 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, a Memorandum of Agreement with John Webb and wife, Cheryl Webb, for the purchase in fee simple of a 0.3203 acre tract of land located in Section 17, Block E, Lubbock County, Texas and more particularly described in Exhibit "A" attached hereto. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
John Turpin, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

_____
David Rice, Assistant City Attorney

MEMORANDUM OF AGREEMENT

John Webb and wife, Cheryl Webb
14307 Avenue P
Lubbock, Texas 79423

Project ID: N/A
County: Lubbock
Project: Avenue P – 130th to 146th
Parcel: 43

John Webb and wife, Cheryl Webb, referred to in this Memorandum as "Grantor" (whether one or more) agrees to grant City of Lubbock, Texas, referred to as "Grantee," fee simple title to a 0.3203 acre tract located in Section 17, Block E, Lubbock County, Texas and more particularly described in the attached Exhibit "A".

IT IS AGREED that the total consideration for the execution of a Street, Public Use And Right Of Way Deed (the "Conveyance Instrument") is THIRTY-TWO THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS AND NO/100 ($32,589.00) (the "Just Compensation"); **provided, however, that the Grantor acknowledges and understands that the Just Compensation is subject to final approval by Lubbock's City Council (such approval to be made in the City's Council's sole discretion) and further subject to approval of title**.

IT IS FURTHER AGREED, and Grantor further acknowledges and understands that the Just Compensation includes LAND COMPENSATION – ELEVEN THOUSAND SEVEN HUNDRED FIFTY-TWO AND 00/100 DOLLARS ($11,752.00) for the land and damages, if any (the "Land Compensation"), and further includes IMPROVEMENTS COMPENSATION – TWENTY THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS ($20,837.00) for the improvements (the "Improvements Compensation"), to equal a total of THIRTY-TWO THOUSAND FIVE HUNDRED EIGHTY-NINE AND 00/100 DOLLARS ($32,589.00). The Improvements Compensation is detailed further below.

IT IS FUTHER AGREED that, the Improvements Compensation, if any, to be paid to Grantor shall include compensation for the improvements located within the proposed acquisition area and the cost necessary to return the functionality of the site (the "Cost to Cure"), as follows:

1.	Gravel Driveway – 1,125 SF	$2,911.00
2.	Concrete Driveway – 1,680 SF	$11,592.00
3.	Mailbox – 1 Unit	$344.00
4.	Cost to Cure	$5,990.00

IT IS FURTHER AGREED that the Just Compensation is the total sum being paid to Grantor for the conveyance of the Parcel and compensation for the improvements located within the proposed acquisition area pursuant to the terms of this Memorandum and the Conveyance Instrument.

IT IS FURTHER AGREED that the Just Compensation represents a settlement and compromise by the Grantor and Grantee as to the value of the property conveyed in the Conveyance Instrument in order to avoid formal eminent domain proceedings and the added expense of litigation.

IT IS FURTHER AGREED that Grantor shall retain the following improvements (such improvements are referred to herein as the "Retained Improvements" whether one or more):

1. N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property no later than thirty (30) days after closing, subject to such extensions of time as may be granted by Grantee in writing, such extensions shall be made in Grantee's sole discretion. If Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed herein, title to all or part of such Retained Improvements shall pass to and vest in Grantee, its successors and assigns forever, without further consideration paid to Grantor.

Grantor acknowledges the offer and sufficiency of the Just Compensation for the offer above and acknowledges that Grantee will not perform any work to relocate, rebuild or install any improvements in the area agreed upon.

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

IT IS FURTHER AGREED that, during the initial construction of the Project, the following special provisions shall apply:

_____

_____

_____

(collectively "Construction Special Provisions").

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

Grantor confirms receipt of the following:

1. Copy of The State of Texas Landowner's Bill of Rights;
2. Right of Entry Agreement signed by Grantor;
3. Initial Offer Letter from the City of Lubbock;
4. Final Offer Letter from the City of Lubbock;
5. Proposed Conveyance Instrument from the City of Lubbock;
6. Appraisal Report and/or Market Study Report prepared by Brent Pitts, MAI, AI-GRS, R/W-AC dated March 20, 2026; and
7. Survey Plat and Legal Description of Parcel No. 43.

SIGNED with and as a part of the overall agreements between the parties on this 8 day of May 2026.

SIGNED with and as a part of the overall agreements between the parties on this _____ day of _____ 2026.

GRANTEE – CITY OF LUBBOCK, TEXAS, A HOME RULE MUNICIPAL CORPORATION:

_____

MARK W. MCBRAYER, MAYOR

ATTEST:

_____

COURTNEY PAZ, CITY SECRETARY

APPROVED AS TO CONTENT:

_____

JOHN TURPIN, DIVISION DIRECTOR OF ENGINEERING/CITY ENGINEER

_____

KERRY KOEHLER, ASSISTANT CITY ENGINEER

APPROVED AS TO FORM:

_____

DAVID RICE, ASSISTANT CITY ATTORNEY

GRANTOR(S):
John Webb and wife, Cheryl Webb

By: John Webb

Printed Name: John Webb

Date: 5-8-2026

By: Cheryl Webb

Printed Name: Cheryl Webb

Date: Cheryl Webb
5-8-2026

NOTARY PUBLIC STATE OF TEXAS
TESSA G TACKETT
Notary Public, State of Texas
Comm. Expires 11-21-2029
Notary ID 135541066

Tessa Tackett

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.

Avenue P – 130th to 146th
Parcel No. 43
14307 Ave. P, Lubbock, Lubbock County, Texas 79423
a 0.3203 acre tract located in Section 17, Block E, Lubbock County, Texas.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS MY HAND this 8th day of May, 2026

GRANTOR:
John Webb and Cheryl Webb

John Webb

Cheryl Webb

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 8th day of May, 2026 by John Webb. The acknowledging person personally appeared by:

☒ physically appearing before me.

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

NOTARY PUBLIC, STATE OF TX
My Commission Expires: 11/21/2029

TESSA G TACKETT
Notary Public, State of Texas
Comm. Expires 11-21-2029
Notary ID 135541066

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Lubbock

This instrument was acknowledged before me on the 8th day of May, 2026 by Cheryl Webb. The acknowledging person personally appeared by:

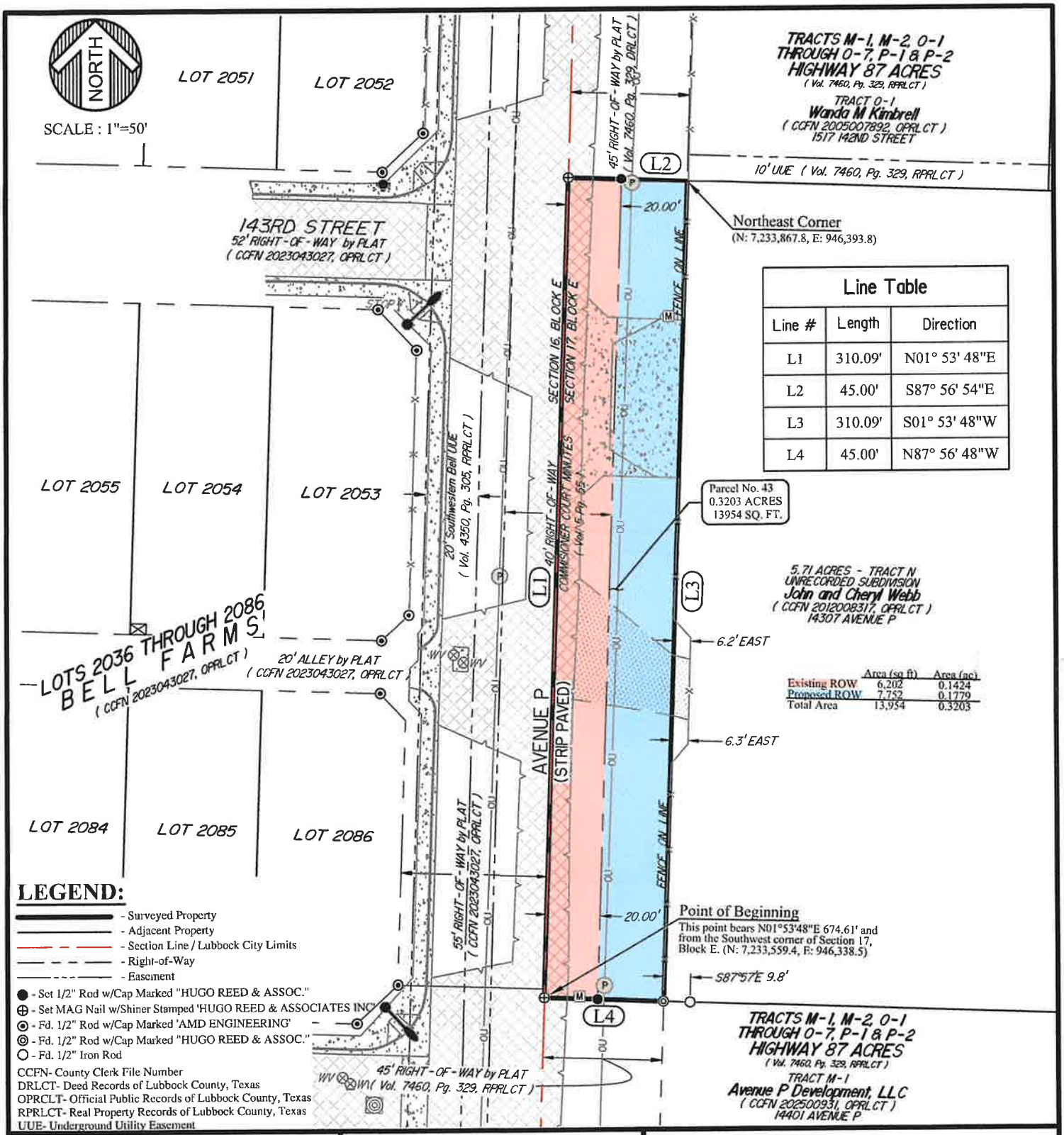
☒ physically appearing before me.

☐ 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.

Tessa Tackett
NOTARY PUBLIC, STATE OF Texas
My Commission Expires: 11/21/2029

TESSA G TACKETT
Notary Public, State of Texas
Comm. Expires 11-21-2029
Notary ID 135541066

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



Line Table		
Line #	Length	Direction
L1	310.09'	N01° 53' 48"E
L2	45.00'	S87° 56' 54"E
L3	310.09'	S01° 53' 48"W
L4	45.00'	N87° 56' 48"W

LEGEND:

- Surveyed Property
- Adjacent Property
- Section Line / Lubbock City Limits
- Right-of-Way
- Easement
- ● - Set 1/2" Rod w/Cap Marked "HUGO REED & ASSOC."
- ⊕ - Set MAG Nail w/Shiner Stamped 'HUGO REED & ASSOCIATES INC'
- ◉ - Fd. 1/2" Rod w/Cap Marked 'AMD ENGINEERING'
- ◎ - Fd. 1/2" Rod w/Cap Marked "HUGO REED & ASSOC."
- ○ - Fd. 1/2" Iron Rod

CCFN- County Clerk File Number
DRLCT- Deed Records of Lubbock County, Texas
OPRCLT- Official Public Records of Lubbock County, Texas
RPRLCT- Real Property Records of Lubbock County, Texas
UUE- Underground Utility Easement

AVENUE P 130TH - 146TH STREET ROADWAY PROJECT

Parcel 43
PERIMETER SURVEY OF A
0.3203 ACRE PARCEL LOCATED IN
SECTION 17, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS
REGISTERED
M. ALAN COX
7089
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground, February 5, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Distances and coordinates are surface, U.S. Survey feet. Combined Scale Factor: 1.00025

Copyright 2026, Hugo Reed and Associates, Inc.

DESCRIPTION FOR PARCEL 43

METES AND BOUNDS DESCRIPTION of a 0.3203 acre tract located in Section 17, Block E, Lubbock County, Texas, being a portion of a 5.71 acre tract as described in County Clerk File Number (CCFN) 2012008317, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows;

BEGINNING at a MAG nail with shiner stamped "HUGO REED & ASSOCIATES INC" set (N=7,233,559.4', E=946,338.5') in the West line of said Section 17, which bears N. 01°53'48" E. a distance of 674.61 feet from a 3/4" iron pipe found at the Southwest corner of said Section 17 for the Southwest corner of this tract;

THENCE N. 01°53'48" E., with the West line of said Section 17, a distance of 310.09 feet to a MAG nail with shiner stamped "HUGO REED & ASSOCIATES INC" set in the South line of that 45.00-foot right-of-way dedicated by plat of Highway 87 Acres, an addition in Section 17, Block E, Lubbock County, Texas, according to the instrument filed in Volume 7460, Page 329, Real Property Records of Lubbock County, Texas, the North line of said 5.71 acre tract, and for the Northwest corner of this tract;

THENCE S. 87°56'54" E., with the South line of said 45.00-foot right-of-way, the North line of said 5.71 acres, at 20.00 feet pass a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." set in the East line of that 40.00-foot right-of-way dedicated in Volume 5, Page 55, Commissioner Court Minutes of Lubbock County, Texas, continuing for a total distance of 45.00 feet to a point (N=7,233,867.8', E=946,393.8') for the Northeast corner of this tract;

THENCE S. 01°53'48" W., parallel to and 45.00 feet East of the West Line of said Section 17, a distance of 310.09 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC." found in the North line of Tract M-1, said Highway 87 Acres, the South line of said 5.71 acres, and at the Southeast corner of this tract, from which a 1/2" iron rod bears S. 87°57' E, a distance of 9.8 feet;

THENCE N. 87°56'48" W., with the North line of said Tract M-1, the South line of said 5.71 acres, at 25.00 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the East line of said 40.00-foot right-of-way, continuing for a total distance of 45.00 feet to the Point of Beginning.

Containing 0.3203 acres (13,954 sq. ft.) of land, more or less, with 0.1424 acres (6,202 sq. ft.) situated within the existing right-of-way and 0.1779 acres (7,752 sq. ft.) situated within the proposed right-of-way.

	Area (sq ft)	Area (ac)
Existing ROW	6,202	0.1424
Proposed ROW	7,752	0.1779
Total Area	13,954	0.3203

ROW: Right-of-Way

AVENUE P 130TH - 146TH STREET ROADWAY PROJECT

Parcel 43
PERIMETER SURVEY OF A 0.3203 ACRE PARCEL LOCATED IN
SECTION 17, BLOCK E
LUBBOCK COUNTY, TEXAS

M. Alan Cox, Registered Professional Land Surveyor No.7089 State of Texas

STATE OF TEXAS REGISTERED M. ALAN COX 7089 PROFESSIONAL LAND SURVEYOR

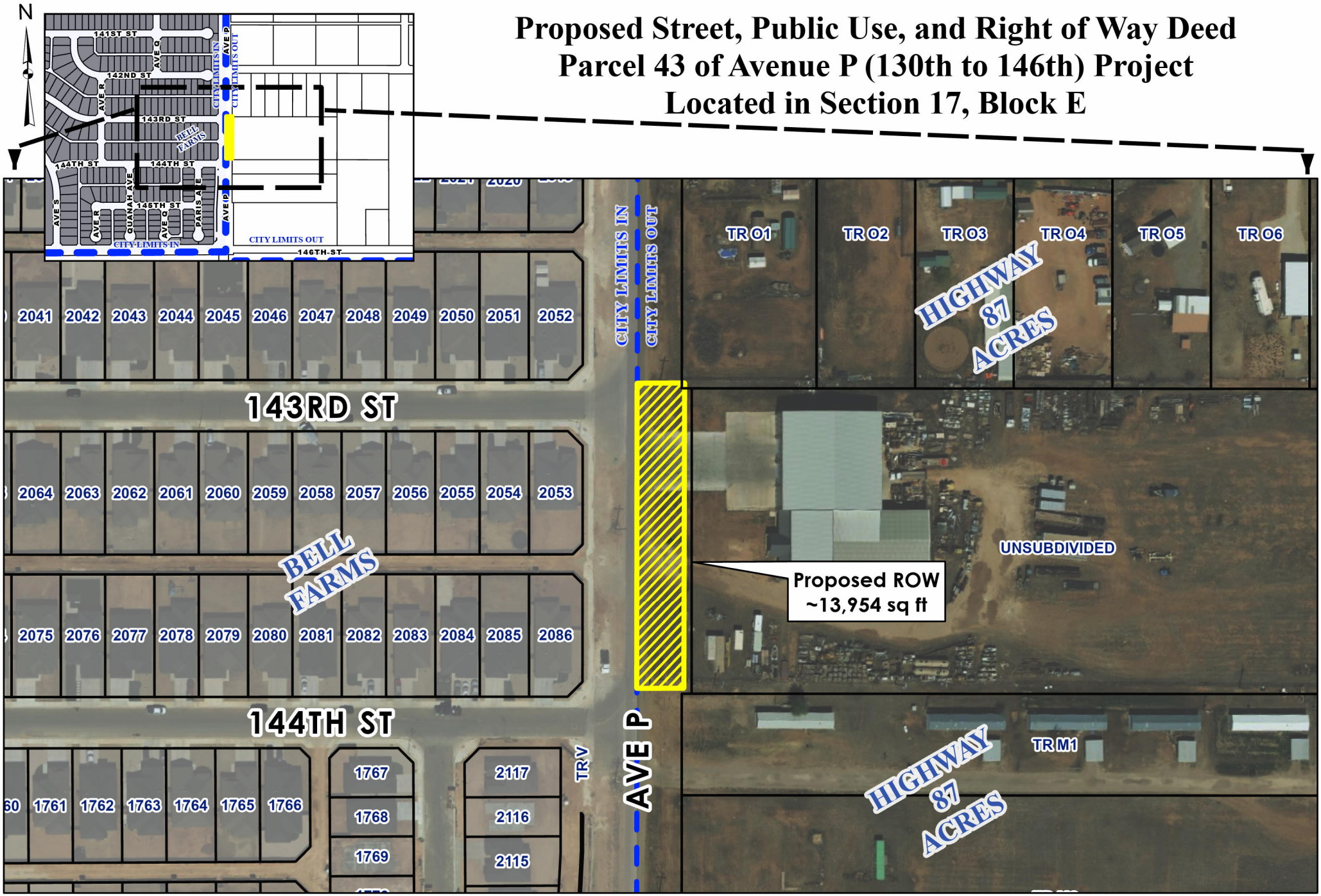
Surveyed on the ground, February 5, 2026

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011),
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.00025

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Proposed Street, Public Use, and Right of Way Deed
Parcel 43 of Avenue P (130th to 146th) Project
Located in Section 17, Block E



0 100 200 300 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 - April 2025

City of Lubbock
Capital Project
Project Cost Detail
June 23, 2026

Capital Project Number:	92898
Capital Project Name:	Avenue P from 130th to 146th - 24B

Encumbered/Expended		**Budget**
PSA Contract No. 18843 with Hugo Reed and Associates, Inc.	$	953,125
PSA Contract No. 18934 with Pinnacle Management Group, Inc.		77,380
Staff Time		15,882
Agenda Item June 23, 2026		
ROW Dedication, Parcel 43		32,589
Encumbered/Expended To Date		1,078,976
Estimated Cost for Remaining Appropriation		
Avenue P from 130th to 146th - 24B ROW Acquisition and Construction		9,921,024
Remaining Appropriation		-
Total Appropriation	$	11,000,000



CIP 92898 Avenue P: 130th Street to 146th Street - 24B

Bond Election Project – 2024

Project Manager: Kerry Koehler - Engineering

Project Scope

Avenue P from 130th Street to 146th Street is currently a 2-lane asphalt paved road to 146th Street with the 146th Street intersection being unpaved. This project will provide full design of a 3-lane paved road, 1-lane in each direction with a center turn lane, for Avenue P, from 130th Street to 146th Street and the 146th Street intersection.

Project Justification

On November 5, 2024, Lubbock voters approved a $103 million street improvements bond package for the purpose of providing 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 2024-25 $2,400,000 appr. by Ord. 2024-O0152
- FY 2025-26 $8,800,000 appr. by Ord. 2025-O0112
- FY 2025-26 $200,000 reduced by BCR 2026-21

Project Dates

Design Commencement: 05/2025
Design Completion: 08/2026
Bid for Construction: 11/2026
Award Construction: 12/2026
Construction Commencement: 01/2027
Construction Completion: 07/2028

Project Location

Avenue P, 130th St to 146th St

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$8,600,000	$0	$0	$0	$0	$0	$0
Design	$2,400,000	$0	$0	$0	$0	$0	$0
TOTAL	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
General Obligation Bonds	$11,000,000	$0	$0	$0	$0	$0	$0
TOTAL	**$11,000,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

AI# 14385
Regular City Council Meeting **5. 10.**
07/14/2026:

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute Contract 19577, and related documents, by and between the City of Lubbock and Milwaukee 140, LLC, for the sale of real property, a 3.27-acre tract out of Section 22, Block AK, H.E.& W.T.RR. Co. Survey, Abstract No. 749, Lubbock County, Texas, located at 10202-10304 Milwaukee Avenue.

Item Summary

The City of Lubbock solicited bids for 10202-10304 Milwaukee Avenue, located on the west side of Milwaukee Avenue between 100th Street and 104th Street. One bid was received in the amount of $100,017 by Milwaukee 140, LLC.

A contract for sale of City property has been signed by Milwaukee 140, LLC, for the property located at 10202-10304 Milwaukee Avenue. The purchase price outlined in the contract is $100,017.00. A Deed Without Warranty has also been signed by the buyer and staff is recommending the Council approve the contract for sale to Milwaukee 140, LLC.

Fiscal Impact

$100,017 to the General Fund

Staff/Board Recommending

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

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Attachments

Resolution - Sale Contract 19577
Contract 19577 and Deed For Sale
Project Summary - Sale of Property
Survey - MILWAUKEE PROPERTIES

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 19577 for the sale of real property, being a certain 3.27 acre tract out of Section 22, Block AK, Lubbock County, Texas, by and between the City of Lubbock and Milwaukee 104 LLC, and related documents. Said Contract of Sale is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES. Property Sale Contract. Milwaukee 104, LLC.
May 5, 2026

Docusign Envelope ID: 674D439B-EDE4-8993-8365-82EE92D4318F

CONTRACT NO. 19577

City of Lubbock
Contract for Sale of City Property

This Contract is entered into as of the _____ day of _____, 2026 ("Effective Date") by and between, **Milwaukee 104, LLC.** (the "Buyer"), and the City of Lubbock (the "Seller").

WHEREAS, Seller owns that certain tract of land located in Lubbock County, Texas, being described on Attachment "A" attached hereto (the "Land"); and

WHEREAS, Seller desires to sell and convey the Land, the rights appurtenant to the Land, and the fixtures affixed to the Land (collectively, the "Property") to Buyer.

ARTICLE I
SALE AND PURCHASE

Section 1.1. Sale and Purchase. Subject to the terms and conditions of this Contract, Seller shall sell and Buyer shall purchase and pay for, on _____2026, or at such time thereafter as the Seller may direct (the "Closing Date"), without warranty, either expressed or implied, the Property.

ARTICLE II
PURCHASE PRICE

Section 2.1. Purchase Price. The Purchase Price (herein so called) to be paid by Buyer to Seller for the Property shall be $ 100,017.00 .

Section 2.2. **Section 2.2. Earnest Money.** Submission will be required once the contract receives City Council approval. Buyer shall deposit **$1,000.00** in Earnest Money (herein so called), in cash or cashier's check, with the Bid Submittal to:

Marta Alvarez Director of Purchasing and Contract Management City of Lubbock 1314 Avenue K, 9th Floor Lubbock, Texas 79401

In the event Buyer shall not be awarded the bid for the purchase of the Property, the Earnest Money shall be returned to the Buyer, upon Buyer's execution of a release satisfactory in form and substance to Seller, on or before ten (10) business days after the awarding of the successful bid. Seller shall be deemed to have offered to return the Earnest Money deposit upon contacting Buyer at the address and/or phone number set forth in the Bid Form described in Section 10.01, below.

Section 2.3. Payment of Purchase Price. The Purchase Price shall be payable to Seller, in cash or other immediately available funds, at the Closing Date.

Docusign Envelope ID: 674D439B-EDE4-8993-8365-82EE92D4318F

ARTICLE III
INDEPENDENT INVESTIGATION AND DISCLAIMER

Section 3.1. Independent Evaluation. Buyer has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Seller, except as provided in the Contract Documents, as defined below, has made no statements or representations concerning the present or future value of the Property, the state of the title to the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property. FURTHER, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING, WITHOUT LIMITATION, TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Buyer further acknowledges that, in entering into this Contract, he/she/it has relied solely upon his/her/its independent evaluation and examination of the Property and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Seller makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Buyer, if any, whether furnished by Seller or any other third party. Seller, its officers, employees, elected officials and agents assume no liability for the accuracy, completeness or usefulness of the material furnished by the Seller, or any of its officers, employees, elected officials and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Seller, its officers, employees, elected officials and/or agents, and any such reliance shall be at Buyer's sole risk.

Section 3.2. Disclaimer-No Warranty, Expressed or Implied. THE DEED WITHOUT WARRANY OF THE PROPERTY DESCRIBED ON EXHIBIT "B" SHALL BE ON A "WHERE IS", "AS IS" AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY, OR OTHERWISE. Buyer has satisfied himself/herself/itself, as to the title, type, condition, quality and extent of the property and property interests which comprise the Property he/she/it is receiving pursuant to this Contract.

ARTICLE IV
REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

Section 4.1. Representations, Warranties and Covenants of Buyer. To induce Seller to enter into this Contract and to consummate the sale and purchase of the Property in accordance herewith, Buyer represents and warrants to Seller, as of the Closing Date, that:

(a) Buyer has the full right, power and authority to purchase the Property from Seller as provided in this Contract and to carry out all of Buyer's obligations under this Contract, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer's obligations hereunder have been, or on or before the Closing Date, will have been taken.

Docusign Envelope ID: 674D439B-EDE4-8993-8365-82EE92D4318F

(b) Buyer hereby acknowledges that Buyer has been advised by Seller that it should conduct, and Buyer acknowledges, and represents and warrants to Seller, that it has conducted all investigation activities described herein.

(c) Buyer has not contracted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction and has not taken any action which would result in any real estate broker commissions or finders' fee or any other fee or fees payable to any other party with respect to the transaction contemplated in this Contract.

(d) Buyer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to any aspect of the transaction contemplated by this Contract.

(e) Buyer shall not assign the contract, or any portion of the contract, without advance written consent from the Director of Purchasing and Contract Management. Should consent be given, the Purchaser shall require that the assignee provide proof of insurance that complies with all contract Insurance requirements, if any, and shall provide that proof of insurance to the City.

Section 4.2. Survival Beyond Closing. The representations, warranties and covenants of Buyer contained in this Contract, as set forth in this Article IV shall survive the Closing.

ARTICLE V
INDEMNITY AND RELEASE

Section 5.1. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER RELEASES AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER, AND SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED, IN ANY WAY, MANNER OR FORM, TO THE TRANSACTIONS AND ACTIVITIES CONTEMPLATED HEREUNDER, THE OMISSION OF THE TRANSACTIONS AND ACTIVITIES HEREUNDER, OR CAUSED BY, CONNECTED WITH, OR RELATED TO THE PRESENCE, DISPOSAL, OR RELEASE OF ANY MATERIAL OF ANY KIND INCLUDING, WITHOUT LIMITATION, HAZARDOUS SUBSTANCES, AS DEFINED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C.S. §9601(14)), AND THE REGULATIONS PROMULGATED THEREUNDER, AS EACH OF SAME MAY BE AMENDED, PETROLEUM AND PETROLEUM PRODUCTS AND BYPRODUCTS AND/OR ASBESTOS IN ANY FORM, FROM OR UPON THE PROPERTY AT THE TIME IT IS CONVEYED TO BUYER OR THEREAFTER, EVEN THOUGH ANY OF THE ABOVE ARE CAUSED, OR CONTRIBUTED TO, BY THE NEGLIGENCE OR FAULT OF SELLER, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS. THE BUYER FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE SELLER, AND/OR THE SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE SELLER, THE SELLER'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, THE BUYER SHALL PAY TO THE SELLER, THE SELLER'S RESPECTIVE OFFICERS, EMPLOYEES,

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ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES.

Section 5.2. Survival Beyond Closing. The indemnity provisions contained in this Contract, as set forth in this Article V, shall survive the Closing.

ARTICLE VI
CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

Section 6.1. Breach of Buyer's Representations, Warranties and Covenants. Seller is not obligated to perform under this Contract unless all of the representations, warranties, covenants and agreements of Buyer set forth in this Contract are true and correct in all material respects as of the Closing Date.

ARTICLE VII
CLOSING

Section 7.1. Place of Closing. The Closing (herein so called) shall take place on the Closing Date in the offices of the City of Lubbock, Office of the Purchasing and Contract Management, 1314 Avenue K, 9th Floor, Lubbock, Texas.

Section 7.2. Closing.

(a) Items to be Delivered at Closing - Seller. At Closing, Seller shall deliver to Buyer, at its sole cost and expense, the following item:

(i) A Deed Without Warranty, in the form attached hereto as Exhibit "B", duly executed by Seller and acknowledged. Buyer shall be responsible for any and all costs associated with the recording of said Deed Without Warranty.

(b) Items to be Delivered at Closing - Buyer. At Closing, Buyer shall deliver to the Seller the following items:

(i) the cash sum required by Section 2.1;

(ii) A Deed Without Warranty, in the form attached as Exhibit "B", duly executed by Buyer and acknowledged;

(iii) any other items reasonably requested by the Seller as administrative requirements for consummating the Closing.

Section 7.3. Responsibilities of Buyer. Notwithstanding anything to the contrary herein, this Section 7.3 shall survive the Closing. Buyer shall be solely responsible for the following items:

(a) Ad valorem taxes relating to the Property for the calendar years prior to the year in which the Closing shall occur, if any, shall be the sole responsibility of, and shall be paid by Buyer, at Closing. Further, all ad valorem taxes relating to the Property for the calendar year in which the Closing shall occur, if any, shall be the sole responsibility of Buyer and Buyer shall promptly pay such ad valorem taxes when same become due and owing.

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ARTICLE VIII
DEFAULTS AND REMEDIES

Section 8.1. Seller's Default; Buyer's Remedies.

(a) Seller's Defaults. Seller is in default under this Contract if Seller fails to meet, comply with, or perform in any material respect any obligation on Seller's part required herein within the time limits and in the manner required by this Contract.

(b) Buyer's Remedies. If Seller is in default hereunder, Buyer may, as Buyer's sole and exclusive remedy, terminate this Contract and, following the expiration of five (5) calendar days after written notice delivered to Seller, receive the Earnest Money as liquidated damages.

ARTICLE IX
NOTICE

Section 9.1. Notice. Whenever notice from Buyer to Seller or from Seller to Buyer is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (i) actual delivery of the written notice to the other party by hand or telephone facsimile (in which case such notice shall be effective upon delivery); or (ii) by depositing the written notice in the United States mail, postage prepaid, 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.

Section 9.2. Seller's Address. The Seller's address and numbers for the purpose of notice are:

SELLER: CITY OF LUBBOCK
Ken Jernberg
Right of Way Agent
P. O. Box 2000
Lubbock, Texas 79457
(806) 775-3368

Section 9.3. Buyer's Address. The Buyer's address and numbers for the purpose of notice are:

BUYER: Name: Milwaukee 104, LLC.
Address: 8001 Quaker Ave. Ste. K
Lubbock, TX 79424
Telephone Number: 806-790-3822

ARTICLE X
MISCELLANEOUS

Section 10.1. Entire Agreement. This Contract, including all exhibits and parts hereof, including the Invitation to Bid, Bid Form and Instructions to Bidders relating to Invitation to Bid Number 26-19577-SR hereto (the "Contract Documents"), contain the entire agreement between the Seller and Buyer, and there are no other

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written or oral promises, conditions, warranties, or representations relating to or effecting the matters contemplated herein.

Section 10.2. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to the date of this Contract, and duly executed by the Seller and Buyer.

Section 10.3. Construction and Venue. THIS CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREIN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS AND ACTIVITIES CONTEMPLATED HEREBY.

Section 10.4. Severability. If any provision, or part thereof, of this Contract 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 Contract 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.

Section 10.5. Successors and Assigns. This Contract binds and inures to the benefit of the Seller and Buyer, and to Seller's, and to the extent permitted, Buyer's, respective successors, legal representatives, heirs, devisees and assigns.

Section 10.6. Risk of Loss. If any part of the Property is materially damaged or destroyed by fire or other casualty loss, Buyer may either (i) terminate this Contract, provided that notice of termination is given by Buyer to Seller, as provided herein, on or before the Date of Closing; or (ii) accept the Property in its damaged condition and close the transaction contemplated by this Contract.

Section 10.7. Attorney's Fees. If either party hereto shall be required to utilize an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees. Except as otherwise provided herein, each party hereto shall be solely responsible for all expenses, including but not limited to attorney's fees, incurred by him or her, in connection with the Contract and the transaction contemplated hereby.

Section 10.8. Captions. The captions of articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any affect in construing this Contract.

Section 10.9. Incorporation of Contract Documents. The terms and provisions of the Contract Documents are hereby incorporated into this Contract for Sale for all intents and purposes.

Section 10.10 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 document, this provision shall control.

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WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
John Turpin
D531EA10B36445A...

John Turpin, Division Director of Engineering/
City Engineer

APPROVED AS TO FORM

Signed by:
Matt Wade for
D3F0A0C092EE46C...

Mitch Satterwhite, First Assistant City Attorney

BUYER

BY: DocuSigned by:
Bradley Andrews
58971618DCF2497...

Authorized Representative

Bradley Andrews

Print Name

8001 Quaker, Suite K

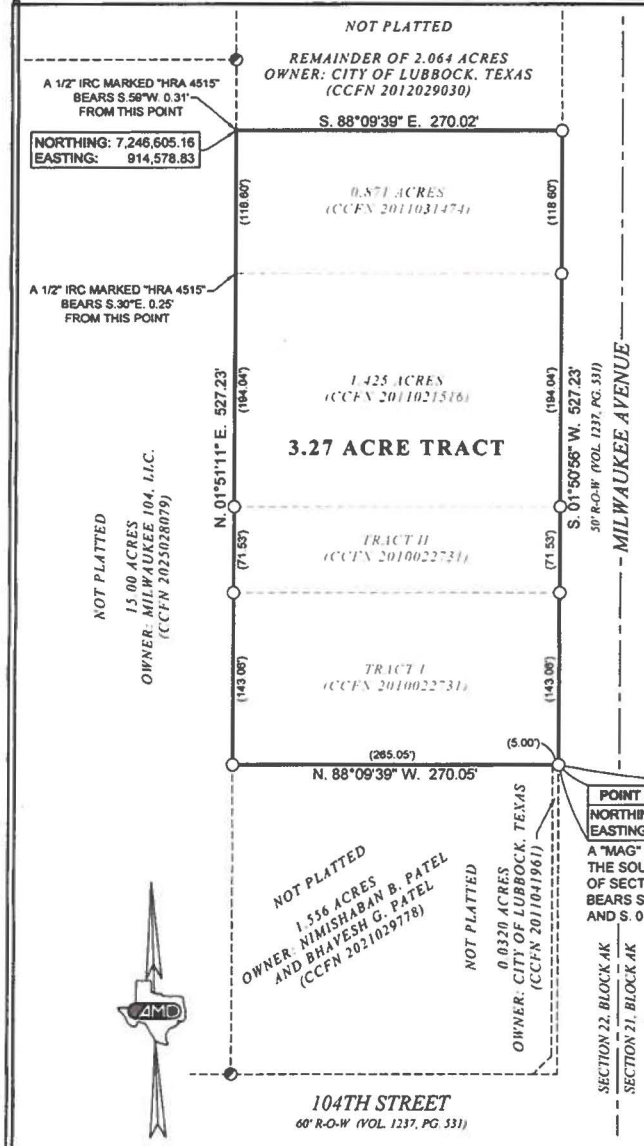
Address

Lubbock, TX 79424

City, State, Zip Code

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EXHIBIT A



LEGEND:

- ◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
- ○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

A SURVEY OF

A 3.27 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACTS DEEDS RECORDED IN COUNTY CLERK'S FILE NUMBERS 2010022731, 2011021516 AND 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 3.27 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 0.871 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), THE REMAINDER OF THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011021516 OF THE OPRLCT, AND THE REMAINDER OF THOSE CERTAIN TRACTS OF LAND, REFERRED TO AS TRACT I AND TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, SAID 3.27 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, PREVIOUSLY DEDICATED WITH A DEDICATION DEED RECORDED IN VOLUME 1237, PAGE 531 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, FOR A POINT IN THE SOUTH LINE OF SAID TRACT I AND THE NORTHEAST CORNER OF THAT CERTAIN 0.0320 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011041961 OF THE OPRLCT, AND THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,069.67 AND EASTING: 914,831.63 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3531.67 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,787.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT I AND SAID 0.0320 ACRE TRACT, AT A DISTANCE OF 5.00 FEET PASS THE NORTH COMMON CORNER OF SAID 0.0320 ACRE TRACT OF LAND AND THAT CERTAIN 1.556 ACRE TRACT OF LAND CONVEYED TO NIMISHABAN B. PATEL AND BHAVESH G. PATEL AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2021029778 OF THE OPRLCT, CONTINUING ALONG THE COMMON LINE OF SAID TRACT I AND SAID PATEL TRACT A TOTAL DISTANCE OF 270.05 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID PATEL TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID TRACT I AND SAID MILWAUKEE 104 TRACT, AT A DISTANCE OF 143.06 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID TRACT II, CONTINUING ALONG THE COMMON LINE OF SAID TRACT II AND SAID MILWAUKEE 104 TRACT, AT A DISTANCE OF 214.59 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT II AND SAID 1.425 ACRE TRACT, CONTINUING ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, AT A DISTANCE OF 408.63 FEET PASS THE WEST COMMON CORNER OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, WHENCE A FOUND 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 30° E. A DISTANCE OF 0.25 FEET, CONTINUING ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A TOTAL DISTANCE OF 527.23 FEET TO THE COMMON WEST CORNER OF SAID 0.871 ACRE TRACT AND THAT CERTAIN 2.064 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2012029030 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,605.16 AND EASTING: 914,578.83 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A FOUND 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 58° W. A DISTANCE OF 0.31 FEET;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID 2.064 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE, AT A DISTANCE OF 118.60 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, CONTINUING AT A DISTANCE OF 312.64 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID TRACT II AND SAID 1.425 ACRE TRACT, CONTINUING AT A DISTANCE OF 384.17 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID TRACT I AND SAID TRACT II, CONTINUING FOR A TOTAL DISTANCE OF 527.23 FEET TO THE **POINT OF BEGINNING**.

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
NO TITLE COMMITMENT WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,730.30 AND EASTING: 914,552.34. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 53' 09.58" AND THE COMBINED SCALE FACTOR IS 0.999750642.
DISTANCES SHOWN HEREON ARE AT SURFACE. IN U.S. SURVEY FEET.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

I, BLAKE DEVANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF LUBBOCK THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MARCH 9, 2026

STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR 3/11/26

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5076
Fax: 806-771-7625
TBPELS Reg. # 10178500

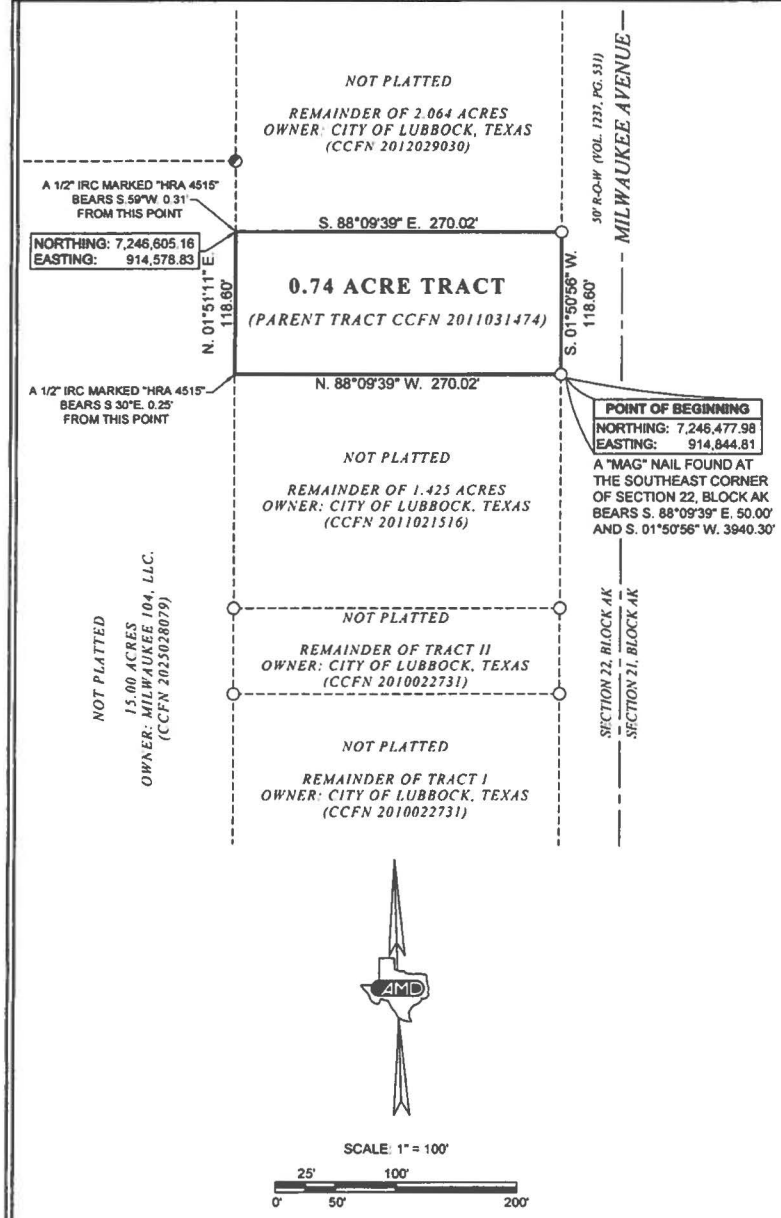
Accuracy - Efficiency - Integrity

PREPARED FOR: CITY OF LUBBOCK
G.F.#: N/A
JOB NUMBER: 250007.03
B.A.M.

© 2026 ALL RIGHTS RESERVED

P:\SURVEYING\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03 Col. Milwaukee Property\dwg\3.27 ACRE.dwg

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A SURVEY OF

A 0.74 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 0.74 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 0.871 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 0.74 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011021516 OF THE OPRLCT AND SAID 0.871 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,477.98 AND EASTING: 914,844.81 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3940.30 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A POINT IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 30° E. A DISTANCE OF 0.25 FEET;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 118.60 FEET TO THE WEST COMMON CORNER OF SAID 0.871 ACRE TRACT AND THAT CERTAIN 2.064 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2012029030 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,605.16 AND EASTING: 914,578.83 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 59° W. A DISTANCE OF 0.31 FEET;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID 2.064 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W, A DISTANCE OF 118.60 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
NO TITLE COMMITMENT WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,730.30 AND EASTING: 914,552.34. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 53' 09.58" AND THE COMBINED SCALE FACTOR IS 0.999750842.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

I, BLAKE DEVANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF LUBBOCK THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MARCH 9, 2026

STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR
3/11/26

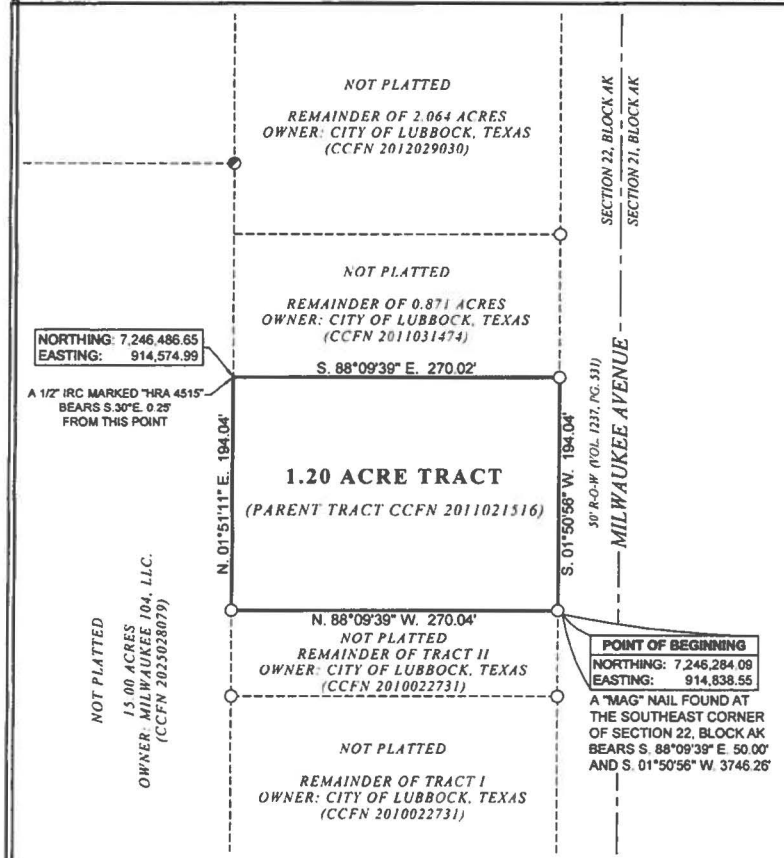
BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

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CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
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Accuracy - Efficiency - Integrity

PREPARED FOR: CITY OF LUBBOCK
G.F.#: N/A
JOB NUMBER: 250007.03
B.A.M.
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P:\SURVEYING\LUBBOCK COUNTY\LB AK\SEC 22\250007.03 Cnt. Milwaukee Properties\DWG\1 FINAL BNDY\WORK\250007.03 WORK.dwg

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A SURVEY OF

A 1.20 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2011021516 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 1.20 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2011021516 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 1.20 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, AND SAID 1.425 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,284.09 AND EASTING: 914,838.55 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3746.26 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT II AND SAID 1.425 ACRE TRACT, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT II AND SAID 1.425 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 194.04 FEET TO A POINT FOR THE WEST COMMON CORNER OF SAID 1.425 ACRE TRACT AND THAT CERTAIN 0.871 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011031474 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,486.65 AND EASTING: 914,574.99 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 30° E. A DISTANCE OF 0.25 FEET;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W. A DISTANCE OF 194.04 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

- ◪ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
- ○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
NO TITLE COMMITMENT WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,730.30 AND EASTING: 914,552.34. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 53' 09.58" AND THE COMBINED SCALE FACTOR IS 0.999750842.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

I, BLAKE DEVANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF LUBBOCK THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MARCH 9, 2026

STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR 3/11/26

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

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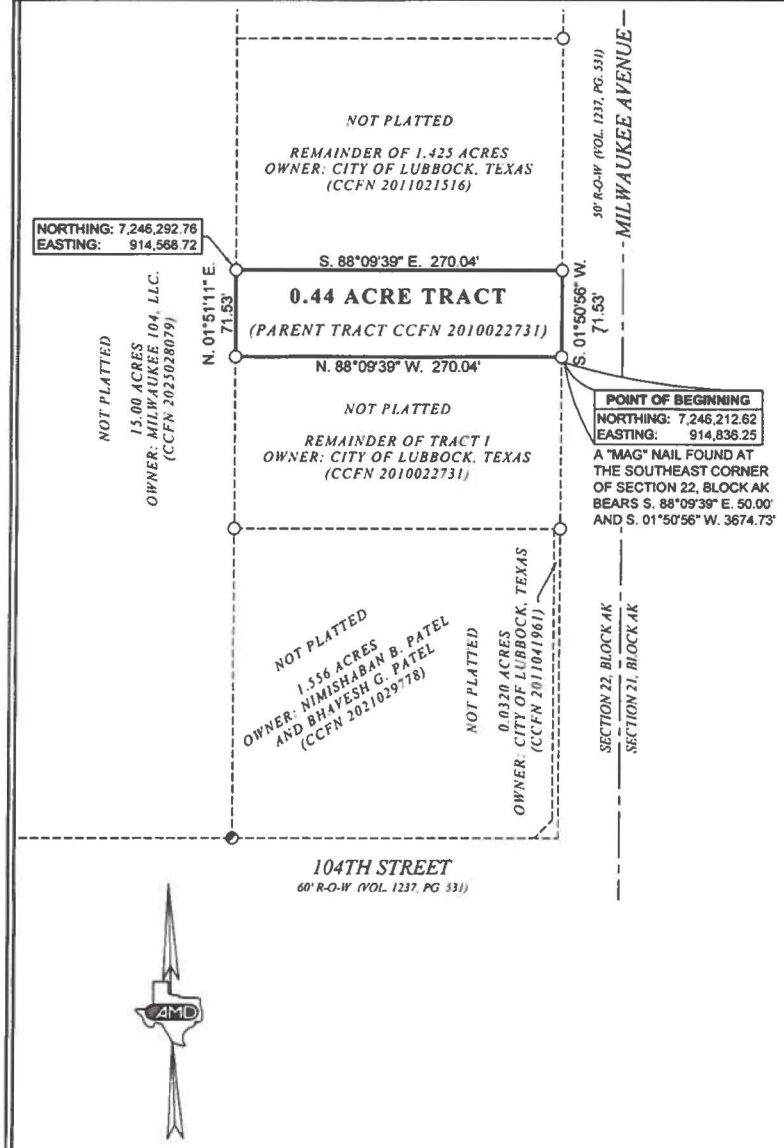
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PREPARED FOR: CITY OF LUBBOCK
G.F.#: N/A *B.A.M.*
JOB NUMBER: 250007.03

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P:\SURVEY\MGL\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03 Col. Milwaukee Properties\DWG\3 FINAL BNDY\NORTH MID\250007.03 NORTH MID.dwg

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A SURVEY OF

A 0.44 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 0.44 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 0.44 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID TRACT II AND THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT I, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN SAID GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, FOR THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,212.62 AND EASTING: 914,836.25 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3674.73 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT I AND SAID TRACT II, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID TRACT II AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID TRACT II ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 71.53 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT II AND THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011021516 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,292.76 AND EASTING: 914,568.72 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID TRACT II AND SAID 1.425 ACRE TRACT, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W. A DISTANCE OF 71.53 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC " (PMRD)
○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
NO TITLE COMMITMENT WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,730.30 AND EASTING: 914,552.34. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 53' 09.58" AND THE COMBINED SCALE FACTOR IS 0.999750642.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

I, BLAKE DEVANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF LUBBOCK THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MARCH 9, 2026

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

STATE OF TEXAS · REGISTERED · BLAKE DEVANEY · 7251 · PROFESSIONAL LAND SURVEYOR · 3/11/26

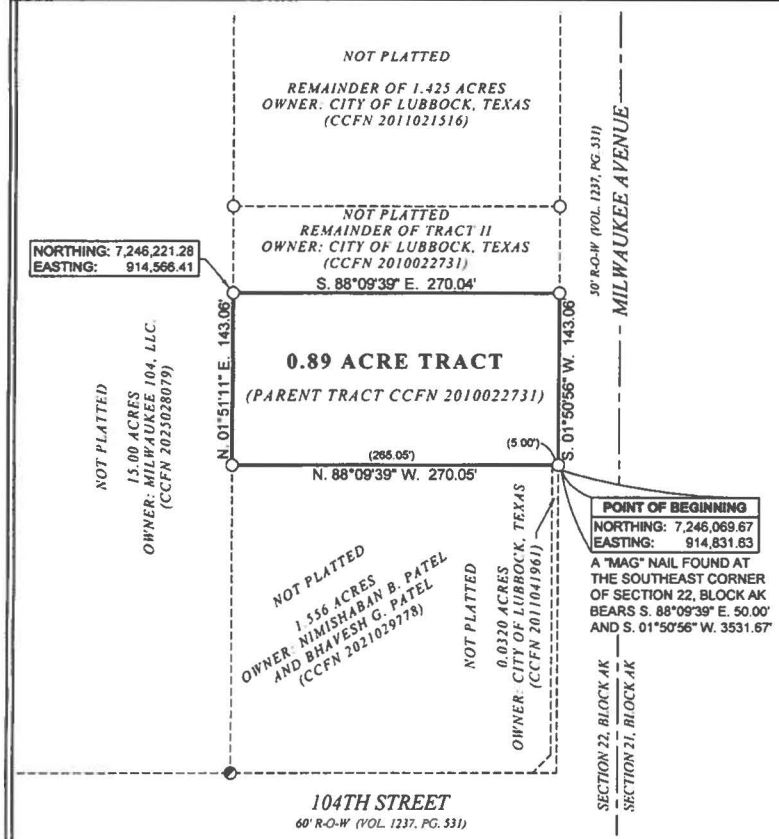
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P:\SURVEYING\LUBBOCK COUNTY\ALL AXS\ZC\250007.03-Cst. Milwaukee Properties\DWG\1 FINAL SHDY\SOUTH MEDIX250007.03 SOUTH MED.dwg

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A SURVEY OF

A 0.89 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 0.89 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT I, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 0.89 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, PREVIOUSLY DEDICATED WITH A DEDICATION DEED RECORDED IN VOLUME 1237, PAGE 531 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, FOR A POINT IN THE SOUTH LINE OF SAID TRACT I AND THE NORTHEAST CORNER OF THAT CERTAIN 0.0320 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011041961 OF THE OPRLCT, AND THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,069.67 AND EASTING: 914,831.63 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3531.67 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT I AND SAID 0.0320 ACRE TRACT, AT A DISTANCE OF 5.00 FEET PASS THE NORTH COMMON CORNER OF SAID 0.0320 ACRE TRACT OF LAND AND THAT CERTAIN 1.556 ACRE TRACT OF LAND CONVEYED TO NIMISHABAN B. PATEL AND BHAVESH G. PATEL AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2021029778 OF THE OPRLCT, CONTINUING ALONG THE COMMON LINE OF SAID TRACT I AND SAID PATEL TRACT A TOTAL DISTANCE OF 270.05 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID PATEL TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID TRACT I AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 143.06 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT I AND THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,221.28 AND EASTING: 914,566.41 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID TRACT I AND SAID TRACT II, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W. A DISTANCE OF 143.06 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
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THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
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DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
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SURVEYED: MARCH 9, 2026

STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR
3/11/26

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

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Exhibit "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

DEED WITHOUT WARRANTY

Date:

Grantor: City of Lubbock, Texas

Grantor's Mailing Address:

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

Grantee:

Grantee's Mailing Address:

Consideration:
Ten and No/100 Dollars ($10.00) and other good and valuable consideration.

Property (including any improvements):

Reservations From Conveyance:

Grantor reserves and excepts from this conveyance, for Grantor and Grantor's successors and assigns all oil, gas and other minerals on, in and under all of the land described in this deed, together within the right of ingress and egress for the purpose of exploring for, drilling for, producing and marketing oil, gas and other minerals.

Grantor reserves from this conveyance a perpetual underground utility easement for any underground utilities located on or under the Property, including but not limited to the locations described and set forth in Exhibit "__" attached hereto, to retain all rights of access and use for the purposes of laying out, opening, constructing, operating, maintaining and reconstructing underground water and stormwater utility infrastructure, together with necessary incidentals and appurtenances thereto, in, along, upon and across Property.

Exceptions to Conveyance:

None

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Representations and Warranties of Grantee:

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY.

Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the Property, and public records relating to the Property and the independent estimates, computations, evaluations, and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness, or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness, or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim, or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE.

Grantee has satisfied itself as to the title, type, condition, quality, and extent of the property and property interests which comprise the Property it is receiving pursuant to this Deed Without Warranty.

GRANTOR, FOR THE CONSIDERATION AND SUBJECT TO THE RESERVATIONS AND EXCEPTIONS TO CONVEYANCE, GRANTS, SELLS, AND CONVEYS TO GRANTEE THE PROPERTY, TO HAVE AND TO HOLD IT TO GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS FOREVER, WITHOUT WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AND THE WARRANTIES CREATED BY SECTION 5.023 OF THE TEXAS PROPERTY CODE (AND ALL AMENDMENTS AND SUCCESSORS THERETO) ARE EXPRESSLY EXCLUDED.

EXECUTED THIS _____ DAY OF _____, 2026.

Docusign Envelope ID: 674D439B-EDE4-8993-8365-82EE92D4318F

GRANTOR:

CITY OF LUBBOCK

MARK MCBRAYER, MAYOR

GRANTEE:

Authorized Representative

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

David Bragg, Director of Public Works

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on this ____ day of _____, 20___ by Mark McBrayer, Mayor of the City of Lubbock.

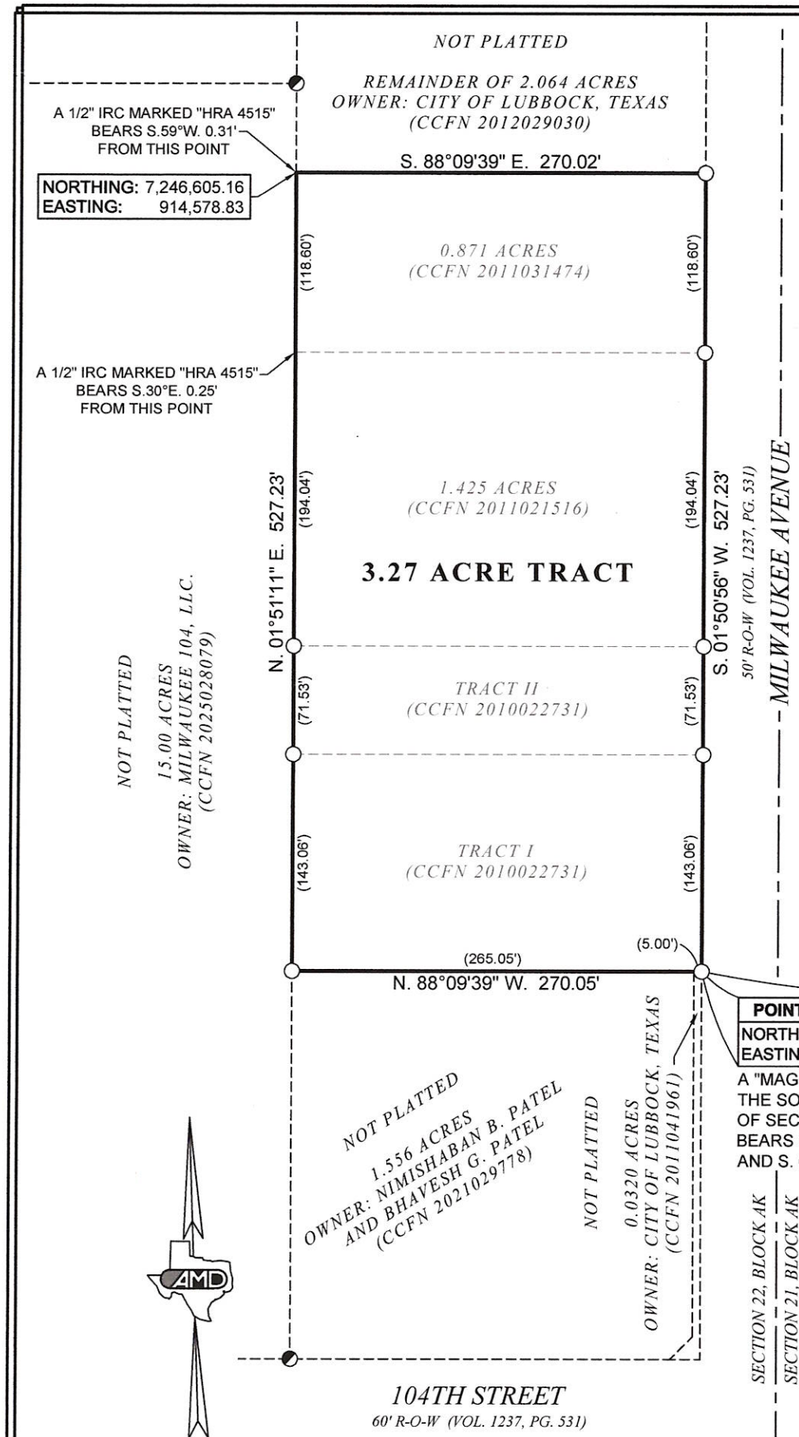
Notary Public, State of Texas
My commission expires: _____

Purchasing and Contract Management

Publication and Solicitation Summary

ITB 26-19577-SR
Sale of City Owned Property, A 3.27 Acre Tract of Land in Section 22, Block AK

- A public notice was published in the *Lubbock Avalanche-Journal* on April 8 and
- April 15, 2026.
- The notice was also posted on the Purchasing Department's website under "Bid Opportunities."
- The solicitation was listed on Bonfire.com from April 8 through May 7, 2026.
- A total of 25 vendors downloaded the documents via Bonfire.com..
- An additional 1 vendor was notified directly.
- One (1) vendor submitted formal bids proposals.



LEGEND:

- ◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
- ○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

A SURVEY OF

A 3.27 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACTS DEEDS RECORDED IN COUNTY CLERK'S FILE NUMBERS 2010022731, 2011021516 AND 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 3.27 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 0.871 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), THE REMAINDER OF THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011021516 OF THE OPRLCT, AND THE REMAINDER OF THOSE CERTAIN TRACTS OF LAND, REFERRED TO AS TRACT I AND TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, SAID 3.27 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, PREVIOUSLY DEDICATED WITH A DEDICATION DEED RECORDED IN VOLUME 1237, PAGE 531 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, FOR A POINT IN THE SOUTH LINE OF SAID TRACT I AND THE NORTHEAST CORNER OF THAT CERTAIN 0.0320 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011041961 OF THE OPRLCT, AND THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,069.67 AND EASTING: 914,831.63 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3531.67 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT I AND SAID 0.0320 ACRE TRACT, AT A DISTANCE OF 5.00 FEET PASS THE NORTH COMMON CORNER OF SAID 0.0320 ACRE TRACT OF LAND AND THAT CERTAIN 1.556 ACRE TRACT OF LAND CONVEYED TO NIMISHABAN B. PATEL AND BHAVESH G. PATEL AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2021029778 OF THE OPRLCT, CONTINUING ALONG THE COMMON LINE OF SAID TRACT I AND SAID PATEL TRACT A TOTAL DISTANCE OF 270.05 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID PATEL TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID TRACT I AND SAID MILWAUKEE 104 TRACT, AT A DISTANCE OF 143.06 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID TRACT II, CONTINUING ALONG THE COMMON LINE OF SAID TRACT II AND SAID MILWAUKEE 104 TRACT, AT A DISTANCE OF 214.59 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT II AND SAID 1.425 ACRE TRACT, CONTINUING ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, AT A DISTANCE OF 408.63 FEET PASS THE WEST COMMON CORNER OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, WHENCE A FOUND 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 30° E. A DISTANCE OF 0.25 FEET, CONTINUING ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A TOTAL DISTANCE OF 527.23 FEET TO THE COMMON WEST CORNER OF SAID 0.871 ACRE TRACT AND THAT CERTAIN 2.064 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2012029030 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,605.16 AND EASTING: 914,578.83 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A FOUND 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 59° W. A DISTANCE OF 0.31 FEET;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID 2.064 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE, AT A DISTANCE OF 118.60 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, CONTINUING AT A DISTANCE OF 312.64 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID TRACT II AND SAID 1.425 ACRE TRACT, CONTINUING AT A DISTANCE OF 384.17 FEET PASS A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID TRACT I AND SAID TRACT II, CONTINUING FOR A TOTAL DISTANCE OF 527.23 FEET TO THE **POINT OF BEGINNING**.

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR INDIVIDUALS WITHOUT EXPRESSED RECERTIFICATION BY AMD ENGINEERING, LLC.
THIS PLAT IS THE PROPERTY OF AMD ENGINEERING, LLC. REPRODUCTION OF THIS PLAT FOR ANY PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF AMD ENGINEERING, LLC.
THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
NO TITLE COMMITMENT WAS PROVIDED FOR THE BENEFIT OF THIS SURVEY.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,730.30 AND EASTING: 914,552.34. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 53' 09.58" AND THE COMBINED SCALE FACTOR IS 0.999750642.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

I, BLAKE DEVANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF LUBBOCK THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MARCH 9, 2026

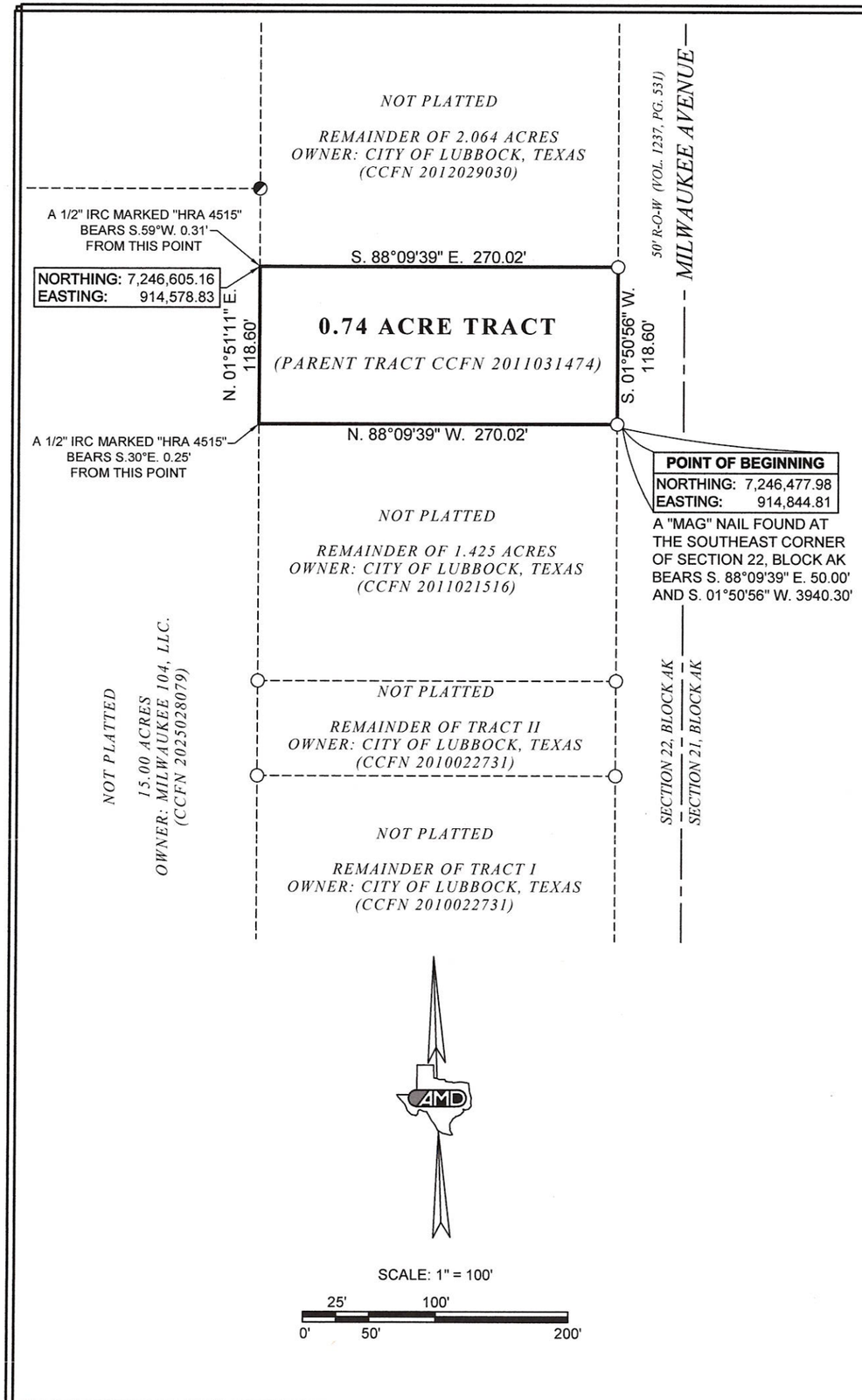
STATE OF TEXAS
REGISTERED
BLAKE DEVANEY
7251
PROFESSIONAL
LAND SURVEYOR
3/11/26

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

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

PREPARED FOR: CITY OF LUBBOCK
G.F.#: N/A *B.A.M.*
JOB NUMBER: 250007.03
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P:\SURVEYING\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03-Col. Milwaukee Properties\DWGs\3-FINAL BNDY\250007.03-3.27 ACRES.dwg



A SURVEY OF

A 0.74 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 0.74 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 0.871 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2011031474 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 0.74 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011021516 OF THE OPRLCT AND SAID 0.871 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,477.98 AND EASTING: 914,844.81 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3940.30 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A POINT IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 30° E. A DISTANCE OF 0.25 FEET;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 118.60 FEET TO THE WEST COMMON CORNER OF SAID 0.871 ACRE TRACT AND THAT CERTAIN 2.064 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2012029030 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,605.16 AND EASTING: 914,578.83 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 59° W. A DISTANCE OF 0.31 FEET;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID 0.871 ACRE TRACT AND SAID 2.064 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W. A DISTANCE OF 118.60 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
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BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 7,245,730.30 AND EASTING: 914,552.34. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)01° 53' 09.58" AND THE COMBINED SCALE FACTOR IS 0.999750642.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
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I, BLAKE DEVANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY TO THE CITY OF LUBBOCK THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: MARCH 9, 2026

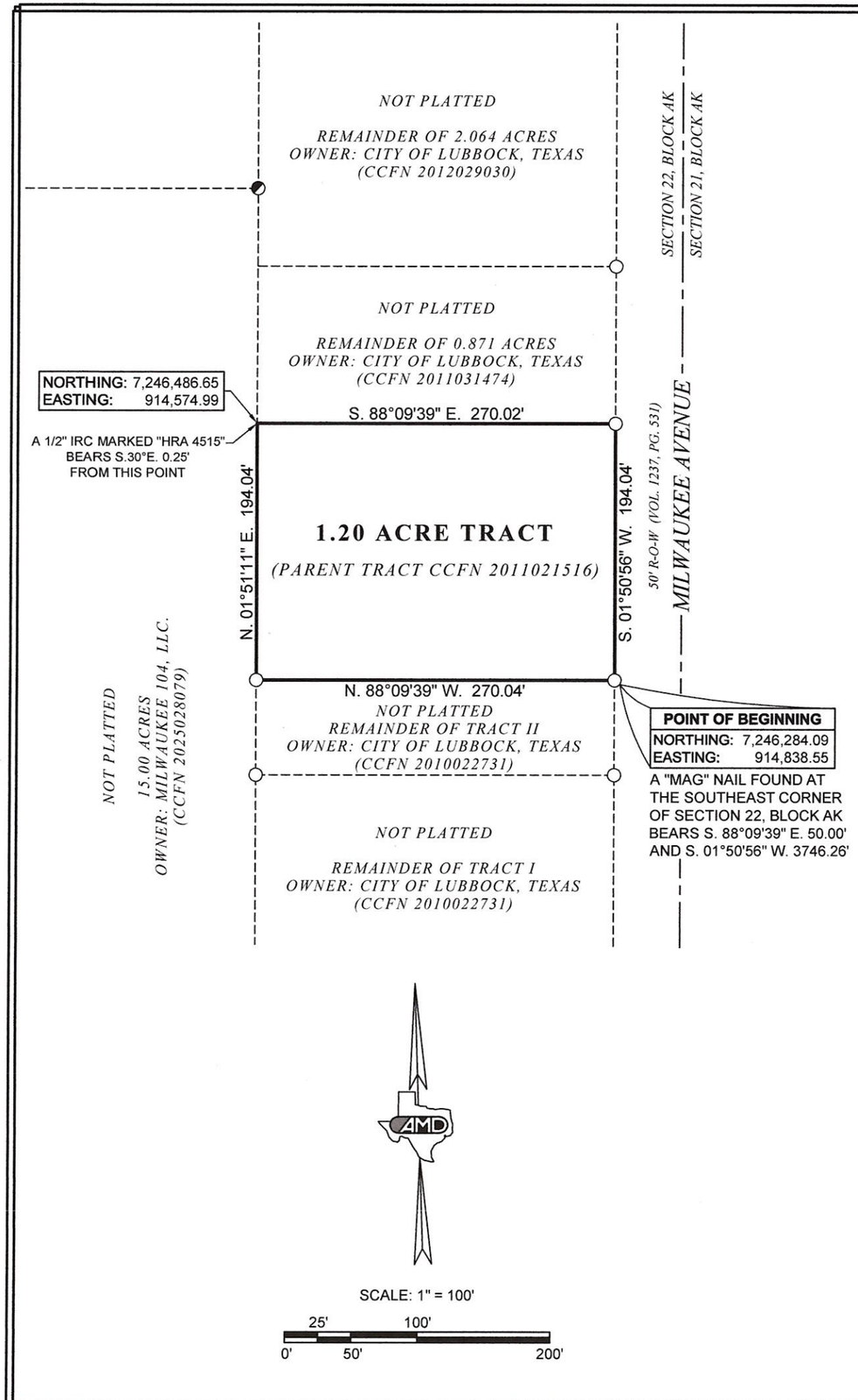
STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR 3/11/26

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

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

PREPARED FOR: CITY OF LUBBOCK
G.F.#: N/A *B.A.M.*
JOB NUMBER: 250007.03
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P:\SURVEYING\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03-CoL Milwaukee Properties\DWG\b3-FINAL BNDY\NORTH\250007.03-NORTH.dwg



A SURVEY OF

A 1.20 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2011021516 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 1.20 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2011021516 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 1.20 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, AND SAID 1.425 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,284.09 AND EASTING: 914,838.55 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3746.26 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT II AND SAID 1.425 ACRE TRACT, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT II AND SAID 1.425 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 194.04 FEET TO A POINT FOR THE WEST COMMON CORNER OF SAID 1.425 ACRE TRACT AND THAT CERTAIN 0.871 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011031474 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,486.65 AND EASTING: 914,574.99 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A 1/2" IRON ROD WITH CAP MARKED "HRA 4515" BEARS S. 30° E. A DISTANCE OF 0.25 FEET;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID 1.425 ACRE TRACT AND SAID 0.871 ACRE TRACT, A DISTANCE OF 270.02 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W. A DISTANCE OF 194.04 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

HEAVY LINES INDICATE LIMITS OF THIS SURVEY.
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SURVEYED: MARCH 9, 2026

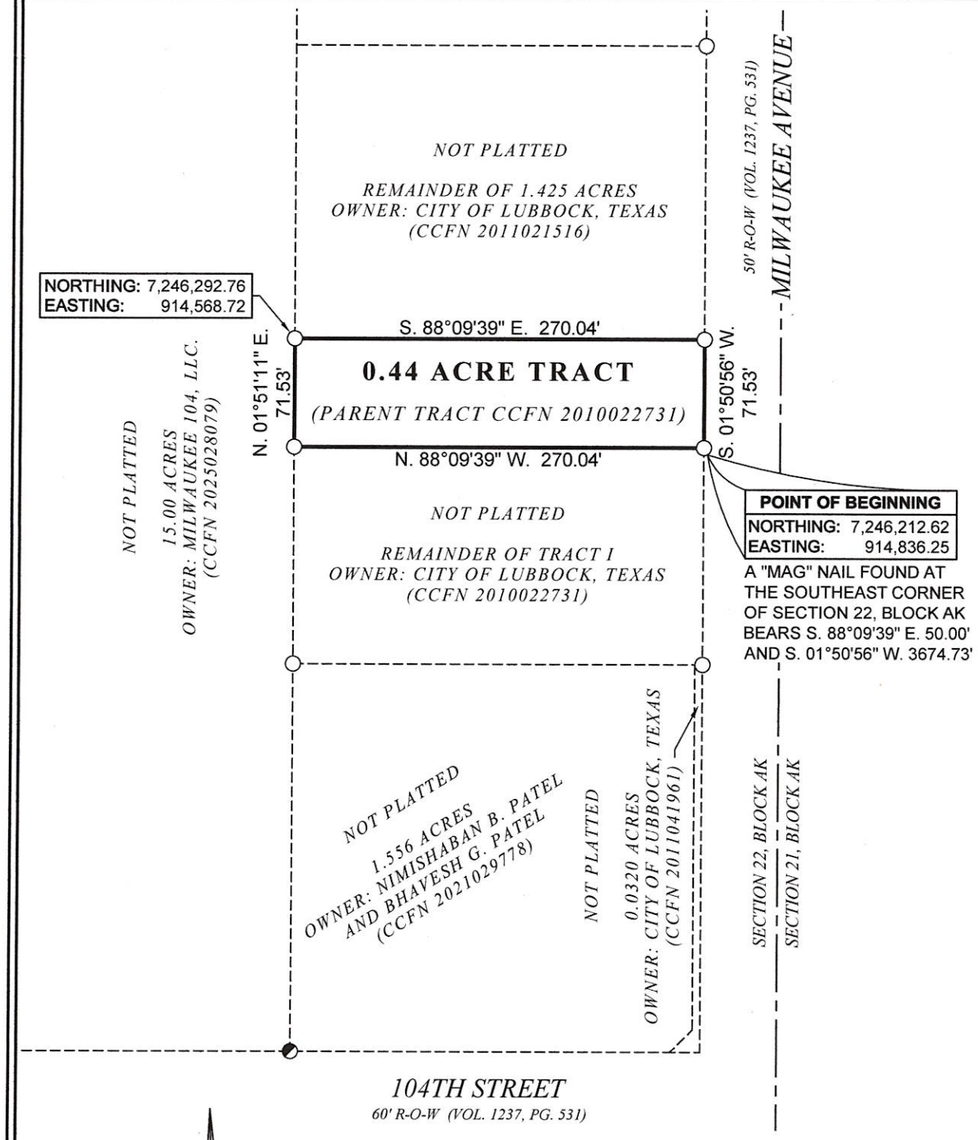
STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR
3/11/26

BLAKE DEVANEY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, REGISTRATION NUMBER 7251

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

PREPARED FOR: CITY OF LUBBOCK
G.F.#: N/A *B.A.M.*
JOB NUMBER: 250007.03
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P:\SURVEYING\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03-Col. Milwaukee Properties\DWG\s3-FINAL BND\NORTH MID\250007.03-NORTH MID.dwg



A SURVEY OF

A 0.44 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 0.44 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 0.44 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE COMMON LINE OF SAID TRACT II AND THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT I, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN SAID GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, FOR THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,212.62 AND EASTING: 914,836.25 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3674.73 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT I AND SAID TRACT II, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID TRACT II AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID TRACT II ACRE TRACT AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 71.53 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT II AND THAT CERTAIN 1.425 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011021516 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,292.76 AND EASTING: 914,568.72 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 09' 39" E., ALONG THE COMMON LINE OF SAID TRACT II AND SAID 1.425 ACRE TRACT, A DISTANCE OF 270.04 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF SAID MILWAUKEE AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 50' 56" W. A DISTANCE OF 71.53 FEET TO THE **POINT OF BEGINNING**.

LEGEND:

◐ = FOUND 1/2" IRON ROD WITH CAP MARKED " HUGO REED & ASSOC." (PMRD)
○ = SET 1/2" IRON ROD WITH CAP "AMD ENGINEERING

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

SURVEYOR'S REPORT:

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SURVEYED: MARCH 9, 2026

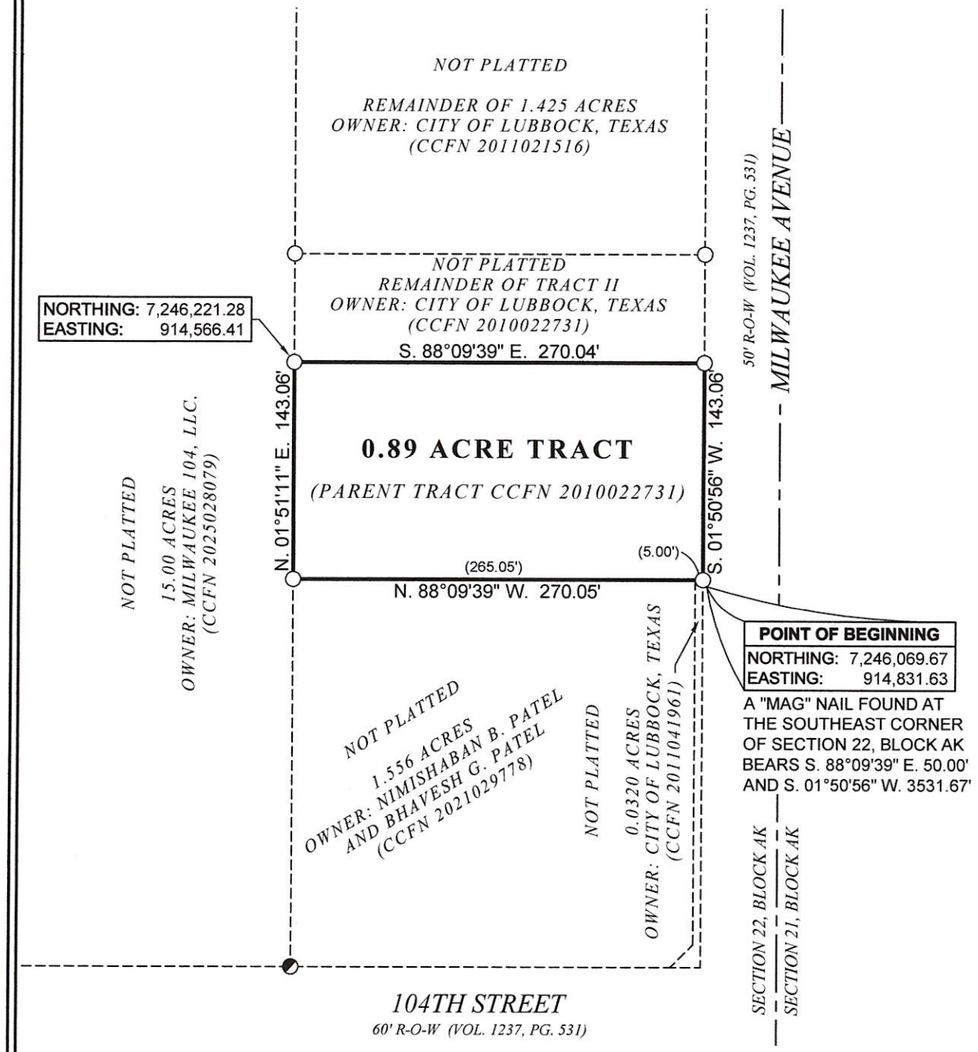
STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR 3/11/26

BLAKE DEVANEY
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STATE OF TEXAS, REGISTRATION NUMBER 7251

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PREPARED FOR: CITY OF LUBBOCK
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P:\SURVEYING\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03-Col. Milwaukee Properties\DWG\s3-FINAL BNDY\SOUTH MID\250007.03-SOUTH MID.dwg



A SURVEY OF

A 0.89 ACRE TRACT OF LAND IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 749, LUBBOCK COUNTY, TEXAS

(PARENT TRACT DEED RECORDED IN COUNTY CLERK'S FILE NUMBERS 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS)

DESCRIPTION:

DESCRIPTION OF A 0.89 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABSTRACT NUMBER 749, LUBBOCK COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT I, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER (CCFN) 2010022731 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS (OPRLCT), SAID 0.89 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE WEST RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE, PREVIOUSLY DEDICATED WITH A DEDICATION DEED RECORDED IN VOLUME 1237, PAGE 531 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, FOR A POINT IN THE SOUTH LINE OF SAID TRACT I AND THE NORTHEAST CORNER OF THAT CERTAIN 0.0320 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2011041961 OF THE OPRLCT, AND THE SOUTHEAST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,069.67 AND EASTING: 914,831.63 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A "MAG" NAIL FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 22 BEARS S. 88° 09' 39" E. A DISTANCE OF 50.00 FEET AND S. 01° 50' 56" W. A DISTANCE OF 3531.67 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,539.11 AND EASTING: 914,767.68 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 88° 09' 39" W., ALONG THE COMMON LINE OF SAID TRACT I AND SAID 0.0320 ACRE TRACT, AT A DISTANCE OF 5.00 FEET PASS THE NORTH COMMON CORNER OF SAID 0.0320 ACRE TRACT OF LAND AND THAT CERTAIN 1.556 ACRE TRACT OF LAND CONVEYED TO NIMISHABAN B. PATEL AND BHAVESH G. PATEL AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CCFN 2021029778 OF THE OPRLCT, CONTINUING ALONG THE COMMON LINE OF SAID TRACT I AND SAID PATEL TRACT A TOTAL DISTANCE OF 270.05 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST LINE OF THAT CERTAIN 15.00 ACRE TRACT OF LAND CONVEYED TO MILWAUKEE 104, LLC, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN 2025028079 OF THE OPRLCT, FOR THE WEST COMMON CORNER OF SAID TRACT I AND SAID PATEL TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 11" E., ALONG THE COMMON LINE OF SAID TRACT I AND SAID MILWAUKEE 104 TRACT, A DISTANCE OF 143.06 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET FOR THE WEST COMMON CORNER OF SAID TRACT I AND THAT CERTAIN TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO THE CITY OF LUBBOCK, TEXAS, A MUNICIPAL CORPORATION, AS DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN CCFN 2010022731 OF THE OPRLCT, FOR THE NORTHWEST CORNER OF THIS TRACT, HAVING COORDINATES OF NORTHING: 7,246,221.28 AND EASTING: 914,566.41 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

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SURVEYED: MARCH 9, 2026

STATE OF TEXAS REGISTERED BLAKE DEVANEY 7251 PROFESSIONAL LAND SURVEYOR 3/11/26

BLAKE DEVANEY
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STATE OF TEXAS, REGISTRATION NUMBER 7251

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P:\SURVEYING\LUBBOCK COUNTY\BLK AK\SEC 22\250007.03 Col. Milwaukee Properties\DWGs\3 FINAL BNDY\SOUTH\250007.03 -SOUTH.dwg

AI# 14383
Regular City Council Meeting **5. 11.**
07/14/2026:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 4 to Contract 18190, and related documents, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD, for the 66th Street Channel Drainage Project.

Item Summary

This project involves excavating Playa Lake 100 and enhancing the drainage channel along 66th Street, from Upland Avenue along Santa Fe Drive, to Playa Lake 039. The project will improve drainage capacity and will ultimately lead to the removal of several properties from the floodplain. The project has been substantially completed, and this will be the final Reconciliation Change Order.

On November 12, 2024, a unit price construction contract was awarded to Lone Star Dirt & Paving, LTD., per Request for Proposal (RFP) 24-18190-TF, with 280 calendar days of construction time.

On May 13, 2025, Change Order No. 1 was awarded, adding $844,890.28 and 113 calendar days to the contract.

On December 2, 2025, Change Order No. 2 was awarded, adding $77,038.15 and 61 calendar days to the contract.

On February 3, 2026, Change Order No. 3 was awarded, adding 61 calendar days for weather delays to the contract.

Change Order No. 4 will include the reconciliation of the installed quantities and 80 calendar days for weather delays, pipe fence material delays, and South Plains Electric Cooperative driveway modifications, resulting in a contract price increase of $87,116.70, along with an 80-day calendar extension to the contract.

Fiscal Impact

Change Order No. 4 for $87,116.70 is funded in Capital Improvement Project 92654, Upland Avenue and 66th Street Playa Lake Drainage Improvements.

Staff/Board Recommending

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

---

Attachments

Resolution
CHANGE ORDER NO.4
CHANGE ORDER NO. 3
Change Order 2
Change Order 1
Contract 18190
Location Exhibit
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 4 to that certain Contract No. 18190 by and between the City of Lubbock and Lonestar Dirt and Paving, Ltd., for the 66th Street Channel Drainage Project as per RFP 24-18190-TF, and related documents. Said Change Order No. 4 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:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/RES.ChgOrd 4_Contact No 18190_Lonestar Dirt and Paving
June 23, 2026

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Office of Purchasing and Contract Management
Change Order

Contract No: 18190	Contractor: Lonestar Dirt and Paving
Change Order No: 004	Contract Title: 66th Street Channel Drainage Project
Bid/RFP No: RFP-18190	Project No: 92654.9243.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

This change order #004 includes reconciled quantity overruns and underruns and includes a $87,116.70 increase to contract, 80 calendar days added to contract for weather delays, pipe fence material delays, and SPEC driveway modifications. See attached documentation.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$4,302,677.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$87,116.70
	COST CENTER:	ACCOUNT: 92654.9243.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		2.02%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$921,928.43
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$1,009,045.13
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		23.4%
G.	NEW CONTRACT AMOUNT (A+E):		**$5,311,722.13**

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (*please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department*):

DocuSigned by: Steve Turner — 5/21/2026

(1) Contractor
Name: Steve Turner
Signature:
Date

Signed by: Heather Keister — 5/22/2026

(2) Project Architect/Engineer
Name: Heather Keister
Signature:
Date

Email: lonestarsteve@nts-online.net

Signed by: John Turpin — 5/28/2026

(3) Owner's Representative: John Turpin, P.E.
Date

Email: heather.keister@freese.com

Signed by: Marta Alvarez — 5/28/2026

(4) Marta Alvarez, Director of Purchasing & Contract Management
Date

Signature:

Signed by: Cheryl Brock — 5/28/2026

Cheryl Brock, Director-Financial Planning & Analysis
Signature:
Date

Signature:

Signed by: — 6/3/2026

(5) City Attorney
Signature:
Date

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(6) Mayor — Date

(7) City Secretary — Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock	Contract #18190	
Contractor	Lone Star Dirt and Paving		
Construction Manager	Freese and Nichols Inc.	LUB24404	
Design Professional	Heather Keister		

Change Order No. 004 **Date** 05/15/2026

Make the following modifications, additions, or deletions to the Work Described in the Contract Documents:

Reconciliation Change Order #4

Contract Modifications

Item	Description of Item	Additional Days to Contract		Credit	Addition
RCP-007	**SPEC Driveway Modification**	**30**		**0**	**0**
CP-008	**Pipe Fence Material Delays**	**30**		**0**	**0**
	Weather Delay Days	**20**		**0**	**0**

Contract Over/Underruns

Item	Description of Item	Bid Value	Value	Credit	Addition
	See Attached list for quantity overrun/underrun			$555,633.82	$642,750.52
			Net Addition		**$87,116.70**
			Net Change in Contract Days		**80**

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

a. Original Contract Price	$	4,302,677.00
b. Previously Approved Change Order/Contract Amendment Amounts	$	921,928.43
c. Adjusted Contract Price (a + b)	$	5,224,605.43
d. Contract Amendment Amount	$	87,116.70
e. Revised Contract Price (c + d)	$	5,311,722.13
f. Percent Change in Contract Price to Date		23.4 %

Completion Dates:	Original	Previous	Current
Substantial Completion Date	07/14/2025	03/06/2026	05/25/2026
Final Completion Date	08/13/2025	04/05/2026	06/24/2026

Recommended by Design Professional

Heather Kister — Name

5/18/2026 — Date

Recommended by Construction Manager

Kelly Smith — Name

05/15/2026 — Date

Approved by Contractor

Name

5-18-26 — Date

Approved by Owner

Name

Date

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

66th Street Drainage Channel Improvements Contract # 18190 Over/Underruns

Overrun Line Item	Unit Price	Quantity	Cost	Reason
1-3 SWPPP	$ 8,500.00	9	$ 76,500.00	
1-4 Traffic Control	$ 10,000.00	9	$ 90,000.00	
1-5 Asphalt Removal	$ 50.00	333	$ 16,650.00	Raider H30, SPEC Driveway modification
1-6 Concrete Removal	$ 50.00	263.34	$ 13,167.00	SPEC driveway modification
1-7 Fence Removal	$ 45.00	359	$ 16,155.00	Pipe fencingat Tract C
1-8 Excavation (Playa Lake)	$ 9.00	5000.003	$ 45,000.03	Extra quantity in Playa Lake
1-9 Excavation Channel	$ 9.00	231	$ 2,079.00	Raider H30
1-11 Concrete Riprap	$ 600.00	222.11	$ 133,266.00	Channel bottom overrun at 6" not 4", SPEC Driveway modification
1-12 30" RCP Culvert	$ 300.00	392	$ 117,600.00	Raider H30, SPEC Driveway modification
1-13 SET (TY II)(30IN)(RCP)(4.1)(P)	$ 6,000.00	4	$ 24,000.00	Raider H30
1-15 Septic System Replacement	$ 15,000.00	1	$ 15,000.00	7101 Santa Fe (Existing tank not to code)
1-18 Fence Replacement	$ 125.00	167	$ 20,875.00	Fencing removed not accounted for in plans for replacement
1-19 Articulating Concrete Block and Geotextile Fabric	$ 27.00	2058.7511	$ 55,586.28	Raider H30
1-20 Concrete Paving (6")	$ 90.00	10.66	$ 959.40	Removed exisitng damaged asphalt at paving joint
1-21 Asphalt Pavement 2"	$ 43.00	35.67	$ 1,533.81	SPEC driveway modification
2-1 Seeding for Erosion Control Deduct for Concrete Valley Gutter	$ 3.00	4793	$ 14,379.00	Increase of seeding area due to removal of concrete valley gutter

Underrun Line Item	Unit Price	Quantity	Cost	
1-15 Septic System Leach Line Field Replacement	$ 10,000.00	-5	$ (50,000.00)	Lubbock County Cost Share Payment
1-16 Septic System Replacement	$ 15,000.00	-0.841	$ (12,615.00)	Lubbock County Cost Share Payment
1-17 Seeding for Erosion Control	$ 2.00	-1056	$ (2,112.00)	Total Area of Seeding Placed less than Plan Quantity
1-22 Concrete Driveway	$ 95.00	-83.82	$ (7,962.90)	Removal from Contract
2-2 Concrete Valley Gutter	$ 100.00	-4330	$ (433,000.00)	Removal of Line Item from Contract
CO1-5 AT&T Cell Tower Power Relocation	$ 49,943.92	-1	$ (49,943.92)	Utility Company relocated power at no cost to project
	Total		$ 87,116.70	

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

RCP-007

SPEC Driveway Modification

30 Days Added to Contract

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Request for Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

RCP No.	RCP-007	**Builder Submittal No.**	
Specification			
Drawing / Detail	CULV-02		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Proceed with the change. Payment will be made at the unit price bid.

Comments	Please confirm payment will be made at the unit bid price. City of Lubbock approval required prior to proceeding with change. Please see attachment for revised plan sheet and Unit price overruns.		
Attachment	RCP-007-SPEC Driveway Modification-Kelly Smith-Pending.pdf		
Submitted By	Kelly Smith	**Date**	03/26/2026

BUILDER'S RESPONSE

We respond to your request as follows:

We are proceeding with the change at the unit price bid.

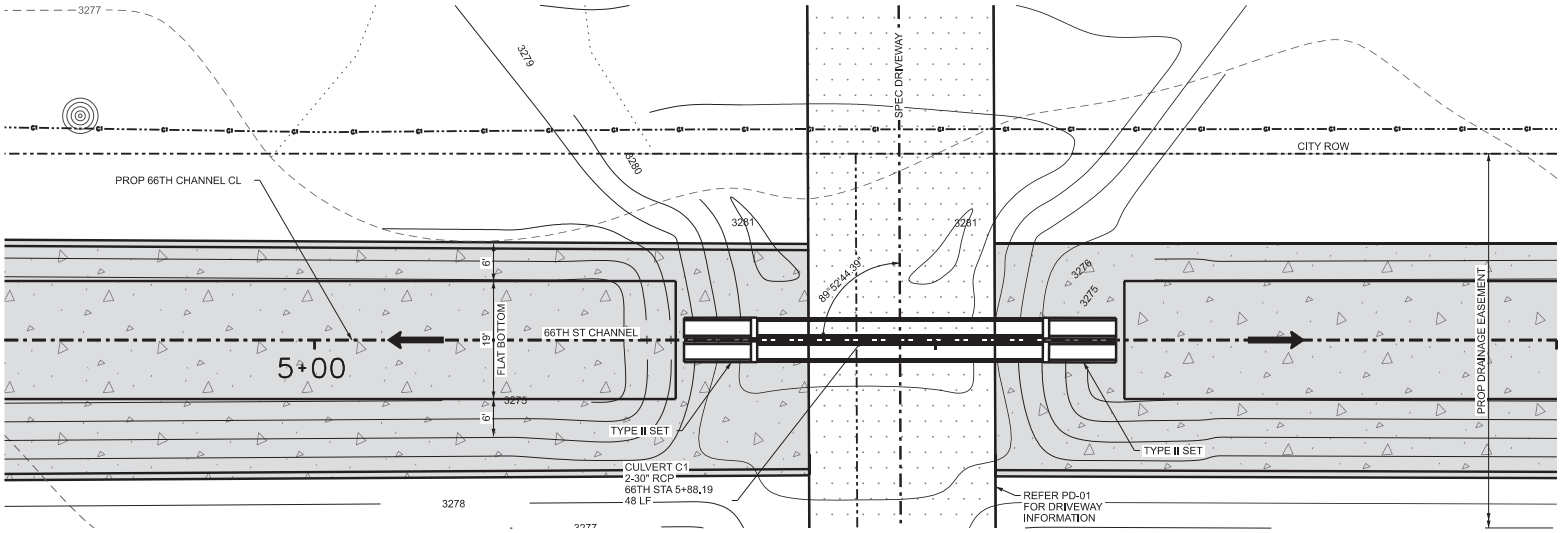
Cost Impact	$0.00
Time Impact	30 Days
Comments	Please confirm payment will be made at the unit bid price. City of Lubbock approval required prior to proceeding with change. Please see attachment for revised plan sheet and Unit price overruns.
Attachments	RCP-007-SPEC Driveway Modification-Kelly Smith-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

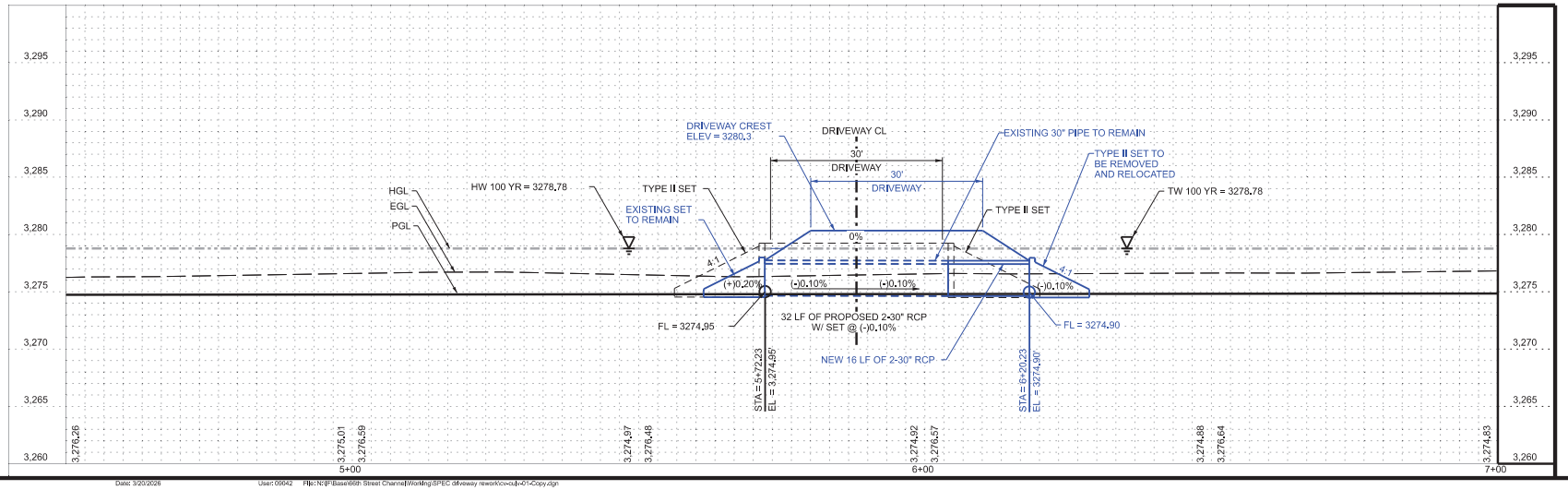
Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	**Date**	04/17/2026

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469



HW 10 YR = 3277.50'
HW 100 YR = 3278.78'
TW 10 YR = 3277.50'
TW 100 YR = 3278.78'
V 10 YR = 2.53 FT/S
V 100 YR = 2.51 FT/S



FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
HEATHER RAE KESTER
103095
PROFESSIONAL ENGINEER
3/20/2026
FREESE NICHOLS
1500 Broadway Street, Suite 206
Lubbock, Texas 79401
Phone: (806) 886-2700
Web: www.freese.com

CITY OF LUBBOCK
66TH STREET CHANNEL
CIVIL
SPEC DRIVEWAY CULVERT LAYOUT

FAN JOB NO.	KMH18550
DATE	03/19/2026
DESIGNED	HRK
DRAWN	AP
REVISED	
CHECKED	KM
FILE NAME	ccv-culv-01-Copy.dgn

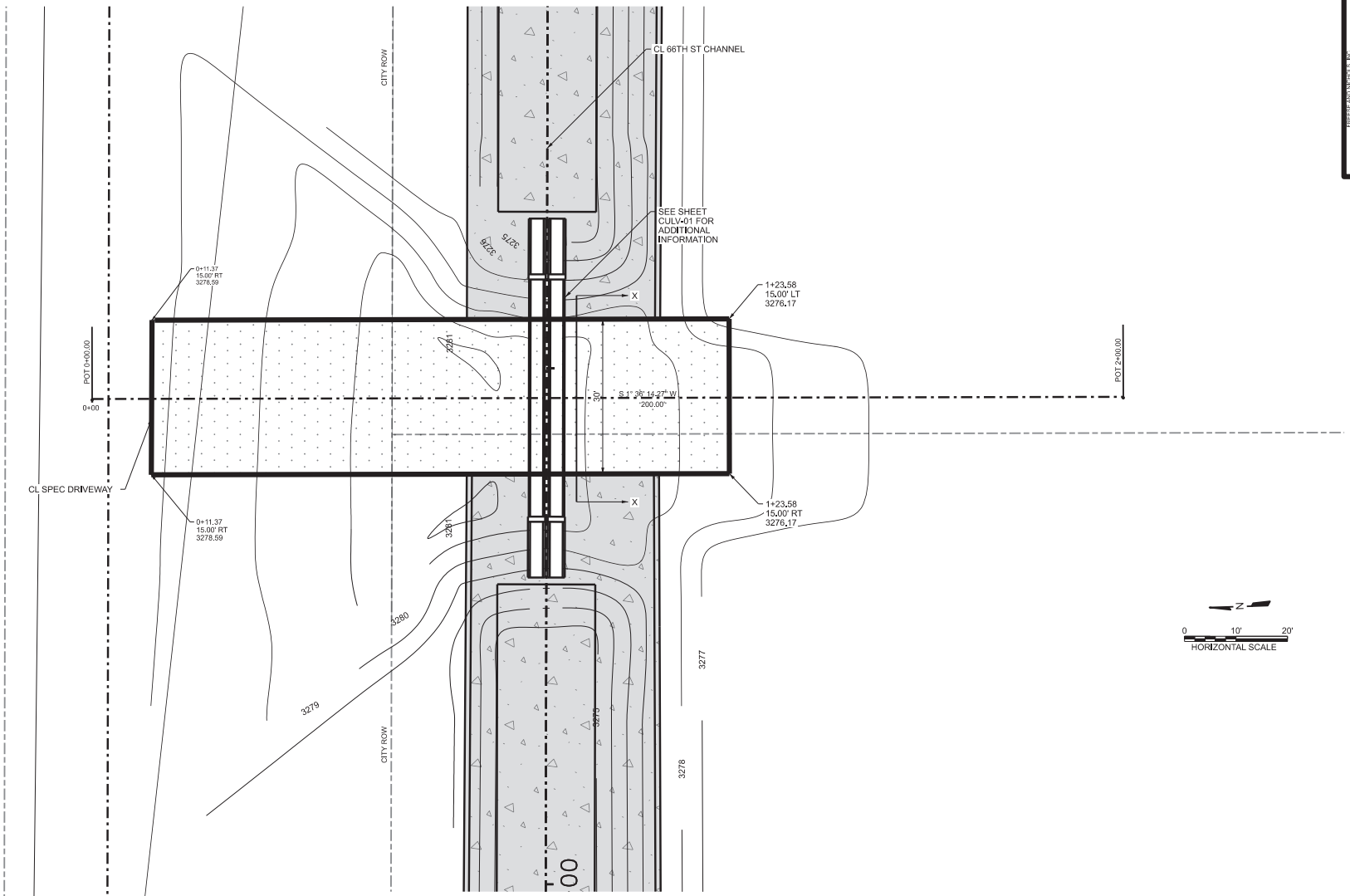
NO.	ISSUES	BY	DATE
1	CULVERT RESIGNATION	RR	03/19/2026

VERIFY SCALE Be sure that you are working on original drawings. If not one inch on this sheet, adjust scale.

SHEET
CULV-02
SEQ.
28

Office: Date: 3/20/2026 User: 09042 File: N:\F\Base\66th Street Channel\Working\SPEC driveway rework\ccv-culv-01-Copy.dgn

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

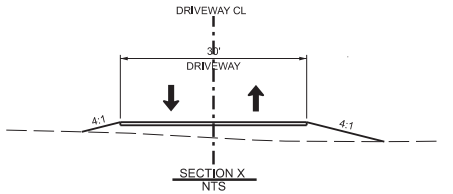


Chain CL_SPECDW contains:
302 303

Beginning chain CL_SPECDW description

Point 302	N 7,260,460.4686 E	909,555.4215 Sta	0+00.00
Course from 302 to 303 S 1° 36' 14.27" W Dist 199.9996			
Point 303	N 7,260,260.5474 E	909,549.8234 Sta	2+00.00

Ending chain CL_SPECDW description



FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144
HEATHER RAE KEISTER
103095
PROFESSIONAL ENGINEER
3/25/2026
FREESE NICHOLS
1500 Broadway Street, Suite 206
Lubbock, Texas 79401
Phone: (806) 886-2700
Web: www.freese.com

CITY OF LUBBOCK

66TH STREET CHANNEL

CIVIL

SPEC DRIVEWAT LAYOUT

NO.	ISSUES	BY	DATE
1	CULVERT REDESIGN	RR	03/19/2026

FAN JOB NO. KMH18550
DATE 03/19/2026
DESIGNED HRK
DRAWN AP
REVISED
CHECKED KM
FILE NAME cv-fnp-01-Copy.dgn

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet adjust scale.
0 1"

SHEET PD-01
SEQ. 29

Office: Dallas
MicroStation V8 DGN 09042
Plotted By: Heather Keister
Plotted: 03/25/2026 15:08 by C:\Program Files\Bentley\MicroStation 2004\Mdlapps\Plotdrv.dll\plotdrv.dll
Date: 3/20/2026
Office: Date: 3/20/2026 User: 09042 File: N:\F\Base\66th Street Channel\Working\SPEC driveway rework\cv-fnf-pp-01-copy.dgn

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

SPEC Driveway Rebuild

Line Item	Cost	Qty	Price			
1-5 Asphalt Removal- sy	$ 50.00	288	$ 14,400.00	$ 14,400.00		
1-6 Concrete Removal- sy	$ 50.00	74.34	$ 3,717.00	$ 3,717.00		
1-6 Concrete Removal- sy Remove Concrete SET's and Reset	$ 50.00	189	$ 9,450.00	$ 8,400.00	Remove SET only	
1-11 Concrete Riprap- cy	$ 600.00	10	$ 6,000.00	$ 6,000.00		
1-12 30" RCP Culvert - lf	$ 300.00	32	$ 9,600.00	$ 9,600.00		
1-13 SET (TYII)(30in)(RCP)(4:1)(P)- ea.	$ 6,000.00	0	$ -	$12,000.00	If existing SET's are damaged	
1-21 Asphalt Pavement 2"- sy (30'x95')	$ 43.00	316.67	$ 13,616.81	$ 13,616.81		
			$ -			
			$ 56,783.81	$ 67,733.81		

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

CP-008

Pipe Fence Material Delay

30 Days Added to Contract

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-008	**Builder Submittal No.**	
CP Description	Pipe Fence Material Delays		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	$0.00		
Time Impact	30 Days		
Attachment	CP-008-Pipe Fence Material Delays-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	05/14/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	
Attachments	CP-008-Pipe Fence Material Delays-Colin Coe-Pending.pdf

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Response By	Kelly Smith	**Date**	05/18/2026

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel

RCP - 008 - PIPE FENCE MATERIAL DELAY

PRINCING QUOTE

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	MATERIAL DEALAY	30	DAYS	$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
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				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$0.00**
	REQUESTED ADDITIONAL TIME				30 CALENDAR DAYS
	GRAND TOTAL				**$0.00**

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

APPLICATION FOR PAYMENT

TO: City of Lubbock
PO Box 2000
Lubbock, TX 79457

PROJECT: 66th Street Channel Drainage Improvements
CONTRACT # 18190

APPLICATION: 19
PERIOD TO: 4/30/2026

Distrubution to:
OWNER [ ]
ARCHITECT [ ]
CONTRACTOR [X]

FROM:
Lone Star Dirt & Paving, Ltd
11820 University Avenue
Lubbock, Texas 79423

CONTRACT DATE: 8/13/2024

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract Continuation Sheet, AIA Document G703, is attached.

1	ORGINIAL CONTRACT SUM	$4,302,677.00
2	Net Change by Change Orders	$1,009,045.13
3	CONTRACT SUM TO DATE (Line 1 + 2)	$ 5,311,722.13
4	TOTAL COMPLETED & STORED TO DATE	$5,311,722.13
5	RETAINGE:	
	5 PERCENT OF COMPLETED WORK (Columns D + E on G702)	$265,586.11
	0 PERCENT OF STORED MATERIALS	$ -
	Total Retainage (Line 5a + 5b or total in Columns I on G703	$ 265,586.11
6	TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total)	$ 5,046,136.02
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT: (Line 6 from prior Certificate)	$ 4,767,016.68
8	CURRENT PAYMENT DUE:	$ 279,119.35
9	BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less Line 6)	$ 265,586.11

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application or Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and

Contractor

By: _____ Date: 5/15/26
Steve Turner

State of: Texas County of: Lubbock
Subscribed and sworn to before me this

15th day of May 2026

Notary Public: _____ Date: 5/15/26
My Commission expires: 3-18-2(6/27/2026 Debbie Hernández Yarbrough

DEBBIE HERNANDEZ YARBROUGH
Notary ID #6199703
My Commission Expires
June 27, 2026

INSPECTOR:
BY: _____ Date: 05/18/2026

PROJECT MANAGER:
BY: _____ Date: 05/18/2026

ENGINEER:
BY: _____ Date: _____

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

FROM: Lone Star Dirt & Paving, Ltd
11820 S. University Ave
Lubbock, Texas 79423

APPLICATIONS NO: 19
APPLICATION DATE: 4/1/2026
PERIOD TO: 4/30/2026
ARCHITECTS PROJECT NO:

ITEM NO		DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	COMPLETED AND STORED	PERCENT	BALANCE	RETAINAGE
				PREVIOUS	THIS PERIOD					
1	1	PROJECT MOBILIZATION	$200,000.00	$200,000.00	$0.00		$200,000.00	100.00%	$0.00	$10,000.00
1	2	PREP ROW (CLEARING AND GRUBBING)	$225,000.00	$225,000.00	$0.00		$225,000.00	100.00%	$0.00	$11,250.00
1	3	SWPPP	$51,000.00	$127,500.00	$0.00		$127,500.00	250.00%	-$76,500.00	$6,375.00
1	4	TRAFFIC CONTROL	$60,000.00	$150,000.00	$0.00		$150,000.00	250.00%	-$90,000.00	$7,500.00
1	5	ASPHALT REMOVAL	$35,500.00	$37,750.00	$14,400.00		$52,150.00	146.90%	-$16,650.00	$2,607.50
1	6	CONCRETE REMOVAL	$2,750.00	$2,750.00	$13,167.00		$15,917.00	578.80%	-$13,167.00	$795.85
1	7	FENCE REMOVAL	$80,505.00	$96,660.00	$0.00		$96,660.00	120.07%	-$16,155.00	$4,833.00
1	8	EXCAVATION (PLAYA LAKE)	$1,788,921.00	$1,833,921.03	$0.00		$1,833,921.03	102.52%	-$45,000.03	$91,696.05
1	9	EXCAVATION (CHANNEL)	$284,364.00	$286,443.00	$0.00		$286,443.00	100.73%	-$2,079.00	$14,322.15
1	10	EMBANKMENT	$4,704.00	$4,704.00	$0.00		$4,704.00	100.00%	$0.00	$235.20
1	11	CONCRETE RIPRAP (4")	$454,200.00	$581,460.00	$6,006.00		$587,466.00	129.34%	-$133,266.00	$29,373.30
1	12	30" RCP CULVERT	$19,200.00	$127,200.00	$9,600.00		$136,800.00	712.50%	-$117,600.00	$6,840.00
1	13	SET (TY II)(30IN)(RCP)(4:1)(P)	$24,000.00	$48,000.00	$0.00		$48,000.00	200.00%	-$24,000.00	$2,400.00
1	14	YARD HYDRANT REMOVAL AND RELOCATION	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%	$0.00	$125.00
1	15	SEPTIC SYSTEM REPLACEMENT	$15,000.00	$17,385.00	$0.00		$17,385.00	115.90%	-$2,385.00	$869.25
1	16	SEPTIC SYSTEM LEACH LINE FIELD RELOCATION	$50,000.00	$0.00	$0.00		$0.00	0.00%	$50,000.00	$0.00
1	17	SEEDING FOR EROSION CONTROL	$74,132.00	$0.00	$72,020.00		$72,020.00	97.15%	$2,112.00	$3,601.00
1	18	FENCE REPLACEMENT (PIPE FENCE)	$140,375.00	$0.00	$161,250.00		$161,250.00	114.87%	-$20,875.00	$8,062.50
1	19	ARTICULATED CONCRETE BLOCK MATTRESS AND GEOTEXTILE FABRIC	$292,653.00	$373,788.00	$3,750.03		$377,538.03	129.01%	-$84,885.03	$18,876.90
1	20	CONCRETE PAVEMENT (6")	$38,790.00	$39,749.40	$0.00		$39,749.40	102.47%	-$959.40	$1,987.47
1	21	ASPHALT PAVEMENT (2")	$26,402.00	$14,319.00	$13,616.81		$27,935.81	105.81%	-$1,533.81	$1,396.79
1	22	CONCRETE DRIVEWAY	$14,060.00	$6,097.10	$0.00		$6,097.10	43.36%	$7,962.90	$304.86
2	1	SEDDING FOR EROSION CONTROL (DEDUCT)	-$14,379.00	$0.00	$0.00		$0.00	0.00%	-$14,379.00	$0.00
2	2	10' CONCRETE VALLEY GUTTER	$433,000.00	$0.00	$0.00		$0.00	0.00%	$433,000.00	$0.00
CO1	1	GAS SERVICE RELOCATION	$154,946.57	$154,946.57	$0.00		$154,946.57	100.00%	$0.00	$7,747.33
CO1	2	RELOCATION OF SPEC SERVICE LINES	$90,000.04	$90,000.04	$0.00		$90,000.04	100.00%	$0.00	$4,500.00
CO1	3	REMOVAL OF REMAINING SOIL FROM PLAYA LAKE	$504,000.00	$504,000.00	$0.00		$504,000.00	100.00%	$0.00	$25,200.00
CO1	4	MEADOWBROOK GOLF COURSE SOIL	$151,680.00	$151,680.00	$0.00		$151,680.00	100.00%	$0.00	$7,584.00
CO1	5	AT&T CELL TOWER POWER RELOCATION	$49,943.92	$0.00	$0.00		$0.00	0.00%	$49,943.92	$0.00
CO1	6	ARTICULATED CONCRETE BLOCK	-$105,680.25	-$134,979.00	$0.00		-$134,979.00	127.72%	$29,298.75	-$6,748.95
CO2	1	CP-003 - EXTRA ELECTRICAL WORK	$13,843.08	$13,843.08	$0.00		$13,843.08	100.00%	$0.00	$692.15
CO2	2	CP-004 - INSTALL RISERS AND CLEANOUTS	$15,360.00	$15,360.00	$0.00		$15,360.00	100.00%	$0.00	$768.00
CO2	3	CP-004 - ADDITIONAL LF OF TRENCH DRAIN	$25,920.00	$25,920.00	$0.00		$25,920.00	100.00%	$0.00	$1,296.00
CO2	4	CP-004 - ADDITIONAL SEPTIC PERMITTING FEES	$450.00	$450.00	$0.00		$450.00	100.00%	$0.00	$22.50
CO2	5	CP-005 - CONTECH ENGINEERING FEE	$8,500.00	$8,500.00	$0.00		$8,500.00	100.00%	$0.00	$425.00
CO2	6	CP-006 - GAS LINE REPAIR	$5,871.74	$5,871.74	$0.00		$5,871.74	100.00%	$0.00	$293.59
CO2	7	CP-006 - ADDITIONAL COMMUNICATION LINE RELOCATION	$3,593.33	$3,593.33	$0.00		$3,593.33	100.00%	$0.00	$179.67
CO2	8	CP-006 - LOCATING SEPTIC SYSTEMS NOT SHOWN IN PLANS	$3,500.00	$3,500.00	$0.00		$3,500.00	100.00%	$0.00	$175.00
		TOTALS	**$5,224,605.43**	**$5,017,912.29**	**$293,809.84**		**$5,311,722.13**		**-$87,116.70**	**$265,586.11**

Docusign Envelope ID: 2C1D31CA-0DC4-8EE9-8014-C4F10C9C9469

APP # 19		66TH STREET CHANNEL	CONTRACT				PREVIOUS		THIS PERIOD		TO DATE		REMAINING			PROJECTED FINAL QTY				PROJECTED FINAL
APRIL 26	BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	% COMPLETE	QTY	Δ QTY	Δ AMOUNT	% COMPLETE	
BASE	1	1 PROJECT MOBILIZATION	1	LS	$200,000.00	$200,000.00	1.00	$200,000.00		$0.00	1.00	$200,000.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	1	2 PREP ROW (CLEARING AND GRUBBING)	30	AC	$7,500.00	$225,000.00	30.00	$225,000.00		$0.00	30.00	$225,000.00	0.00	$0.00	100.00%	30	0	$0.00	100.00%	
	1	3 SWPPP	6	MO	$8,500.00	$51,000.00	15.00	$127,500.00		$0.00	15.00	$127,500.00	-9.00	-$76,500.00	250.00%	15	9	$76,500.00	100.00%	
	1	4 TRAFFIC CONTROL	6	MO	$10,000.00	$60,000.00	15.00	$150,000.00		$0.00	15.00	$150,000.00	-9.00	-$90,000.00	250.00%	15	9	$90,000.00	100.00%	
	1	5 ASPHALT REMOVAL	710	SY	$50.00	$35,500.00	755.00	$37,750.00	288.00	$14,400.00	1043.00	$52,150.00	-333.00	-$16,650.00	146.90%	1043	333	$16,650.00	100.00%	
	1	6 CONCRETE REMOVAL	55	SY	$50.00	$2,750.00	55.00	$2,750.00	263.34	$13,167.00	318.34	$15,917.00	-263.34	-$13,167.00	578.80%	318.34	263.34	$13,167.00	100.00%	
	1	7 FENCE REMOVAL	1789	LF	$45.00	$80,505.00	2148.00	$96,660.00		$0.00	2148.00	$96,660.00	-359.00	-$16,155.00	120.07%	2148	359	$16,155.00	100.00%	
	1	8 EXCAVATION (PLAYA LAKE)	198769	CY	$9.00	$1,788,921.00	203769.00	$1,833,921.03		$0.00	203769.00	$1,833,921.03	-5000.00	-$45,000.03	102.52%	203769	5000	$45,000.00	100.00%	
	1	9 EXCAVATION (CHANNEL)	31596	CY	$9.00	$284,364.00	31827.00	$286,443.00		$0.00	31827.00	$286,443.00	-231.00	-$2,079.00	100.73%	31827	231	$2,079.00	100.00%	
	1	10 EMBANKMENT	392	CY	$12.00	$4,704.00	392.00	$4,704.00		$0.00	392.00	$4,704.00	0.00	$0.00	100.00%	392	0	$0.00	100.00%	
	1	11 CONCRETE RIPRAP (4")	757	CY	$600.00	$454,200.00	969.10	$581,460.00	10.01	$6,006.00	979.11	$587,466.00	-222.11	-$133,266.00	129.34%	979.11	222.11	$133,266.00	100.00%	through 3-27-26
	1	12 30" RCP CULVERT	64	LF	$300.00	$19,200.00	424.00	$127,200.00	32.00	$9,600.00	456.00	$136,800.00	-392.00	-$117,600.00	712.50%	456	392	$117,600.00	100.00%	
	1	13 SET (TY II)(30IN)(RCP)(4:1)(P)	4	EA	$6,000.00	$24,000.00	8.00	$48,000.00		$0.00	8.00	$48,000.00	-4.00	-$24,000.00	200.00%	8	4	$24,000.00	100.00%	
	1	14 YARD HYDRANT REMOVAL AND RELOCATION	1	EA	$2,500.00	$2,500.00	1.00	$2,500.00		$0.00	1.00	$2,500.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	1	15 SEPTIC SYSTEM REPLACEMENT	1	EA	$15,000.00	$15,000.00	1.16	$17,385.00		$0.00	1.16	$17,385.00	-0.16	-$2,385.00	115.90%	1.16	0.159	$2,385.00	100.00%	
	1	16 SEPTIC SYSTEM LEACH LINE FIELD RELOCATION	5	EA	$10,000.00	$50,000.00	0.00	$0.00		$0.00	0.00	$0.00	5.00	$50,000.00	0.00%	0	-5	-$50,000.00	100.00%	
	1	17 SEEDING FOR EROSION CONTROL	37066	SY	$2.00	$74,132.00	0.00	$0.00	36010.00	$72,020.00	36010.00	$72,020.00	1056.00	$2,112.00	97.15%	37066	0	$0.00	97.15%	
	1	18 FENCE REPLACEMENT (PIPE FENCE)	1123	LF	$125.00	$140,375.00	0.00	$0.00	1290.00	$161,250.00	1290.00	$161,250.00	-167.00	-$20,875.00	114.87%	1290	167	$20,875.00	100.00%	
	1	19 ARTICULATED CONCRETE BLOCK MATTRESS AND GEOTEXTILE FABRIC	10839	SF	$27.00	$292,653.00	13844.00	$373,788.00	138.89	$3,750.03	13982.89	$377,538.03	-3143.89	-$84,885.03	129.01%	13844	3005	$81,135.00	101.00%	
	1	20 CONCRETE PAVEMENT (6")	431	SY	$90.00	$38,790.00	441.66	$39,749.40		$0.00	441.66	$39,749.40	-10.66	-$959.40	102.47%	441.66	10.66	$959.40	100.00%	
	1	21 ASPHALT PAVEMENT (2")	614	SY	$43.00	$26,402.00	333.00	$14,319.00	316.67	$13,616.81	649.67	$27,935.81	-35.67	-$1,533.81	105.81%	649.67	35.67	$1,533.81	100.00%	
	1	22 CONCRETE DRIVEWAY	148	SY	$95.00	$14,060.00	64.18	$6,097.10		$0.00	64.18	$6,097.10	83.82	$7,962.90	43.36%	64.18	-83.82	-$7,962.90	100.00%	
						$3,884,056.00		**$4,175,226.53**		**$293,809.84**		**$4,469,036.37**		**-$584,980.37**	**115.06%**			**$583,342.31**		**$4,467,398.31**
ALT 1	2	1 SEDDING FOR EROSION CONTROL (DEDUCT)	4793	SY	-$3.00	-$14,379.00	0.00	$0.00		$0.00	0.00	$0.00	4793.00	-$14,379.00	0.00%	0	-4793	$14,379.00	100.00%	
	2	2 10' CONCRETE VALLEY GUTTER	4330	LF	$100.00	$433,000.00	0.00	$0.00		$0.00	0.00	$0.00	4330.00	$433,000.00	0.00%	0	-4330	-$433,000.00	100.00%	
						$418,621.00		**$0.00**		**$0.00**		**$0.00**		**$418,621.00**	**0.00%**			**-$418,621.00**		**$0.00**
CO 001	CO1	1 GAS SERVICE RELOCATION	1	LS	$154,946.57	$154,946.57	1.00	$154,946.57		$0.00	1.00	$154,946.57	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO1	2 RELOCATION OF SPEC SERVICE LINES	1	LS	$90,000.04	$90,000.04	1.00	$90,000.04		$0.00	1.00	$90,000.04	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO1	3 REMOVAL OF REMAINING SOIL FROM PLAYA LAKE	1	LS	$504,000.00	$504,000.00	1.00	$504,000.00		$0.00	1.00	$504,000.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO1	4 MEADOWBROOK GOLF COURSE SOIL	1	LS	$151,680.00	$151,680.00	1.00	$151,680.00		$0.00	1.00	$151,680.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO1	5 AT&T CELL TOWER POWER RELOCATION	1	LS	$49,943.92	$49,943.92	0.00	$0.00		$0.00	0.00	$0.00	1.00	$49,943.92	0.00%	0	-1	-$49,943.92	100.00%	
	CO1	6 ARTICULATED CONCRETE BLOCK	1	LS	-$105,680.25	-$105,680.25	1.28	-$134,979.00		$0.00	1.28	-$134,979.00	-0.28	$29,298.75	127.72%	1.27724	0.27724	-$29,298.75	100.00%	
						$844,890.28		**$765,647.61**		**$0.00**		**$765,647.61**		**$79,242.67**				**-$79,242.67**		**$765,647.61**
CO 002	CO2	1 CP-003 - EXTRA ELECTRICAL WORK	1	LS	$13,843.08	$13,843.08	1.00	$13,843.08		$0.00	1.00	$13,843.08	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	2 CP-004 - INSTALL RISERS AND CLEANOUTS	1	LS	$15,360.00	$15,360.00	1.00	$15,360.00		$0.00	1.00	$15,360.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	3 CP-004 - ADDITIONAL LF OF TRENCH DRAIN	1	LS	$25,920.00	$25,920.00	1.00	$25,920.00		$0.00	1.00	$25,920.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	4 CP-004 - ADDITIONAL SEPTIC PERMITTING FEES	1	LS	$450.00	$450.00	1.00	$450.00		$0.00	1.00	$450.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	5 CP-005 - CONTECH ENGINEERING FEE	1	LS	$8,500.00	$8,500.00	1.00	$8,500.00		$0.00	1.00	$8,500.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	6 CP-006 - GAS LINE REPAIR	1	LS	$5,871.74	$5,871.74	1.00	$5,871.74		$0.00	1.00	$5,871.74	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	7 CP-006 - ADDITIONAL COMMUNICATION LINE RELOCATION	1	LS	$3,593.33	$3,593.33	1.00	$3,593.33		$0.00	1.00	$3,593.33	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
	CO2	8 CP-006 - LOCATING SEPTIC SYSTEMS NOT SHOWN IN PLANS	1	LS	$3,500.00	$3,500.00	1.00	$3,500.00		$0.00	1.00	$3,500.00	0.00	$0.00	100.00%	1	0	$0.00	100.00%	
						$77,038.15		**$77,038.15**		**$0.00**		**$77,038.15**		**$0.00**				**$0.00**		**$77,038.15**
MOH	1	12 30" RCP CULVERT	64	LF	$0.00	$0.00	424.00	$0.00	32.00	$0.00	456.00	$0.00	-392.00	$0.00	712.50%					
	1	13 SET (TY II)(30IN)(RCP)(4:1)(P)	4	EA	$0.00	$0.00	8.00	$0.00	0.00	$0.00	8.00	$0.00	-4.00	$0.00	200.00%					
	1	19 ARTICULATED CONCRETE BLOCK MATTRESS AND GEOTEXTILE FABRIC	10839	SY	$0.00	$0.00	13844.00	$0.00	138.89	$0.00	13982.89	$0.00	-3143.89	$0.00	129.01%					
						$0.00	0.00	$0.00				$0.00		$0.00						
						$0.00		**$0.00**		**$0.00**		**$0.00**		**$0.00**						
TOTALS						**$5,224,605.43**		**$5,017,912.29**		**$293,809.84**		**$5,311,722.13**		**-$87,116.70**	**101.67%**			**$85,478.64**	**100.03%**	**$5,310,084.07**

ORIGINAL	**ORIGINAL CONTRACT**	**$4,302,677.00**	123.41%
PREVIOUS MONTH	**PREVIOUS CHANGE ORDERS**	**$921,928.43**	
	PREVIOUS WORK COMPLETED	**$5,017,912.29**	$5,378,346.25
	PREVIOUS RETAINAGE	**$250,895.61**	-$68,262.18
	PREVIOUS MATERIALS STORED TO DATE	**$0.00**	
THIS PERIOD	**CHANGE ORDERS THIS PERIOD**	**$87,116.70**	
	WORK COMPLETED THIS PERIOD	**$293,809.84**	
	RETAINAGE THIS PERIOD	**$14,690.49**	
	MATERIALS STORED THIS PERIOD	**$0.00**	
	MATERIALS INCORPORATED THIS PERIOD	**$0.00**	
TO DATE	**TOTAL CONTRACT AMOUNT**	**$5,311,722.13**	123.45%
	WORK COMPLETED TO DATE	**$5,311,722.13**	
	RETAINAGE TO DATE	**$265,586.11**	
	MATERIALS STORED TO DATE	**$0.00**	

TOTAL DUE THIS PERIOD	**$279,119.35**

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Office of Purchasing and Contract Management
Change Order

Contract No: 18190	Contractor: Lonestar Dirt and Paving
Change Order No: 003	Contract Title: 66th Street Channel Drainage Project
Bid/RFP No: RFP-18190	Project No: 92654.9243.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary:

This combined change order #003 includes no cost increase to contract, only 61 calendar days added to contract for weather delays and Raider H30 material delays.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT
A.	ORIGINAL CONTRACT VALUE:		$4,302,677.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$0.00
	COST CENTER:	ACCOUNT: 92654.9243.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)		0%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$921,928.43
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$921,928.43
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)		21.4%
G.	NEW CONTRACT AMOUNT (A+E):		**$5,224,605.43**

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (*please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department*):

1-30-26		1/30/26	
(1) Contractor	Date	(2) Project Architect/Engineer	Date
Name: Steve Turner		Name: Heather Keister	

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Signature:

Email: lonestarsteve@nts-online.net

DocuSigned by: 5283F5620C5546F...

2/3/2026

(3) Owner's Representative: Zoltan Fekete — Date

Signature:

Email: heather.keister@freese.com

Signed by: Marta Alvarez 5BAA748E...

2/3/2026

(4) Marta Alvarez, Director of Purchasing & Contract Management — Date

Signature:

Signed by: Cheryl Brock 5DE00B70C4E84F7...

2/3/2026

Cheryl Brock, Director-Financial Planning & Analysis — Date

Signature:

Signed by: Matt Wade D3F0A0C092EE46C...

2/3/2026

(5) City Attorney — Date

Signature:

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(6) Mayor — Date

(7) City Secretary — Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

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Change Order

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		92654.9243.30000
Contractor	Lonestar Dirt and Paving		
Construction Manager	Freese and Nichols Inc.		LUB24404
Design Professional	Heather Keister		

Change Order No. 003 **Date** 01/30/2026

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1	CP-007 - Weather Delays and Raider H30 material delay- Contract Days Extension Only	$ 0
	Net Change in Contract Price this Change Order	$ 0
	Net Change in Contract Time this Change Order	61 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 4,302,677.00
b. Previously Approved Change Order/Contract Amendment Amounts	$ 921,928.43
c. Adjusted Contract Price (a + b)	$ 5,224,605.43
d. Contract Amendment Amount	$ 0.00
e. Revised Contract Price (c + d)	$ 5,224,605.43
f. Percent Change in Contract Price to Date	21.4 %

	Original	Previous	Current
Substantial Completion Date	07/14/2025	01/04/2026	03/06/2026
Final Completion Date	08/13/2025	02/03/2026	04/05/2026

Recommended by Design Professional

Heather Keister — 1/30/26
Name *Date*

Recommended by Construction Manager

Holly Smith — 01/30/2026
Name *Date*

Approved by Contractor

[signature] — 1-30-26
Name *Date*

Approved by Owner

Name *Date*

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Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-007.1	**Builder Submittal No.**	
CP Description	Request for Time		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	$0.00		
Time Impact	61 Days		
Attachment	CP-007.1-Request for Time-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	02/02/2026

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	No cost change order with 61 day contract extension approved

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Attachments	CP-007.1-Request for Time-Colin Coe-Pending.pdf		
Response By	Kelly Smith	**Date**	02/02/2026

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Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel CP-007

REQUEST FOR ADDITIONAL TIME

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
	Flexamat Lead Time	30	DAYS	$0.00	$0.00
	Weather Days	31	DAYS	$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$0.00**

ADDITIONAL TIME

	Flexamat Lead Time	30
	Weather Days	31

	GRAND TOTAL	**$0.00**

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Colin Coe

From: Colin Coe
Sent: Monday, October 20, 2025 4:28 PM
To: Tate Lamb; Sirish Tuladhar; Steve Wright
Subject: RE: 66th Street Channal - Lubbock Tx

Tate,

Sorry, I must have forgotten to send this; my PO is 02134 and I've attached a pin of the delivery location.

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Thanks,

Docusign Envelope ID: 4702354C-2D1A-4D4B-9122-967542070B8F

Colin

From: Tate Lamb <tate.lamb@hanescompanies.com>
Sent: Tuesday, October 14, 2025 11:01 AM
To: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>; Colin Coe <Colin@LonestarDP.com>; Steve Wright <steve.wright@hanescompanies.com>
Subject: RE: 66th Street Channal - Lubbock Tx

Hey Colin,

Yes sir, just a PO# to reference if you need us to. Otherwise I can get this order sent through for production.

Thanks!

Tate Lamb
Hanes Geo Components
405-435-7942

From: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>
Sent: Tuesday, October 14, 2025 10:40 AM
To: Colin Coe <Colin@LonestarDP.com>; Steve Wright <steve.wright@hanescompanies.com>; Tate Lamb <tate.lamb@hanescompanies.com>
Subject: 66th Street Channal - Lubbock Tx

Ok I added the 1124 SF to the quote. Please see attached.

@Tate Lamb or @Steve Wright can you please response what is needed, do you only need the PO # or JIS also?

Flexamat Plus (12,284 SF)

17’ wide Gutter, using 2-10’ wide mats side by side.
10-10’x50’
2-10’x55’

13.5’ Gutter, using 1-16’ wide mats all the way.
5-16’x50’
1-16’x60’

New location
1 – 10’ x 26’
2 – 12’ x 36’

Thank you,

Sirish Tuladhar
Technical Engineer(North Texas)
Contact: 817-805-5341
Hanes Geo Components
615 Westport Pkwy,

Docusign Envelope ID: 4702354C-2D1A-4D4B-9122-967542070B8F

Suite 300, Grapevine, TX 76051
Hanesgeo.com

From: Colin Coe <Colin@LonestarDP.com>
Sent: Tuesday, October 14, 2025 10:31 AM
To: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>; Steve Wright <steve.wright@hanescompanies.com>
Cc: Tate Lamb <tate.lamb@hanescompanies.com>
Subject: RE: [EXTERNAL]RE: 66th Street Channal - Lubbock Tx

Sirish,

This looks good, but they added a new location, so I'm also going to need:

- 1 – 10' x 26' mat
- 2 – 12' x 36' mats

What do you need from me to get started? Just a PO?

Thanks,

Colin

From: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>
Sent: Monday, October 13, 2025 1:26 PM
To: Colin Coe <Colin@LonestarDP.com>; Steve Wright <steve.wright@hanescompanies.com>
Cc: Tate Lamb <tate.lamb@hanescompanies.com>
Subject: RE: [EXTERNAL]RE: 66th Street Channal - Lubbock Tx

Yes sir my bad, please see the correction attached. Yes, 1.5' and 1.25' turn down on the edges are enough.

Thank you,

Sirish Tuladhar
Technical Engineer(North Texas)
Contact: 817-805-5341
Hanes Geo Components
615 Westport Pkwy,
Suite 300, Grapevine, TX 76051
Hanesgeo.com

From: Colin Coe <Colin@LonestarDP.com>
Sent: Monday, October 13, 2025 1:18 PM

Docusign Envelope ID: 4702354C-2D1A-4D4B-9122-967542070B8F

To: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>; Steve Wright <steve.wright@hanescompanies.com>
Cc: Tate Lamb <tate.lamb@hanescompanies.com>
Subject: [EXTERNAL]RE: 66th Street Channal - Lubbock Tx

Sirish,

Shouldn't there be 5 – 16'x50' mats? Is 1.5' and 1.25' turn down on the edges enough?

Thanks,

Colin

From: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>
Sent: Monday, October 13, 2025 1:12 PM
To: Colin Coe <Colin@LonestarDP.com>; Steve Wright <steve.wright@hanescompanies.com>
Cc: Tate Lamb <tate.lamb@hanescompanies.com>
Subject: 66th Street Channal - Lubbock Tx

Hello Sir,

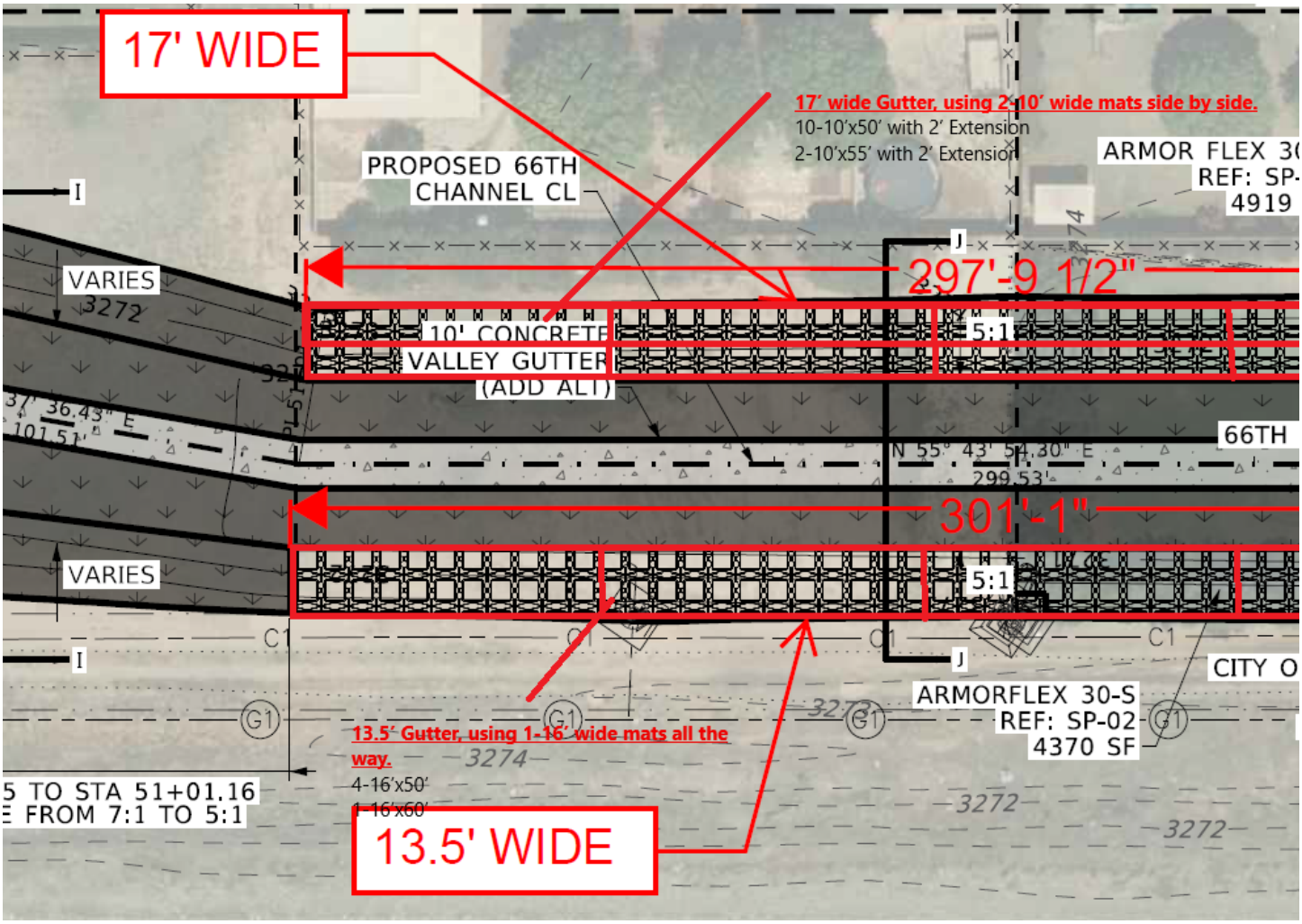
Sorry for the delay, don't know where the quote got missed placed, please see below the revised pricing and roll size layout. Once confirmed we can put in production tomorrow since the lead time is close to 7-10 days due to the holidays coming up.

Flexamat Plus (10,260 SF)

17' wide Gutter, using 2-10' wide mats side by side.
10-10'x50'
2-10'x55'

13.5' Gutter, using 1-16' wide mats all the way.
4-16'x50'
1-16'x60'

400 Zipties
500 U anchors
2 Bags of Rye seed
2 rolls of recylex for seams



Thank you,

Sirish Tuladhar
Technical Engineer(North Texas)
Contact: 817-805-5341
Hanes Geo Components
615 Westport Pkwy,
Suite 300, Grapevine, TX 76051
Hanesgeo.com

HANES GEO COMPONENTS

From: Colin Coe <Colin@LonestarDP.com>
Sent: Friday, October 3, 2025 12:08 PM
To: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>; Halen Burgess <halen.burgess@hanescompanies.com>
Subject: [EXTERNAL]RE: 66th Street Channal - Lubbock Tx

Docusign Envelope ID: 4702354C-2D1A-4D4B-9122-967542070B8F

> Some people who received this message don't often get email from colin@lonestardp.com. Learn why this is important

Sirish/Halen,

Ok, my dimensions have changed slightly, could you send me a revised quote on the attached revisions? I think we're getting pretty close to be ready (2-3 weeks out).

Respectfully,

COLIN COE

PROJECT MANAGER
LONE STAR DIRT AND PAVING, LTD
11820 UNIVERSITY AVENUE
LUBBOCK, TX 79423
M: (806) 773-7882
O: (806) 745-6011



From: Colin Coe <ccoe@LonestarDP.com>
Sent: Friday, January 24, 2025 11:33 AM
To: Sirish Tuladhar <sirish.tuladhar@hanescompanies.com>
Subject: [EXTERNAL]66th Street Channal - Lubbock Tx

> You don't often get email from ccoe@lonestardp.com. Learn why this is important

Sirish,

Here are the drawings we discussed – please ignore the armor flex call out; they've asked for a more economical alternative.

Respectfully,

COLIN COE

PROJECT MANAGER
LONE STAR DIRT AND PAVING, LTD

Docusign Envelope ID: 4702354C-2D1A-4D4B-9122-967542070B8F

STATION	NAME	DATE	PRCP	SNOW	SNWD	WESD	WESF
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	9/6/2025	0.04	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	9/14/2025	1.06	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	9/24/2025	0.03	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	10/14/2025	0.06	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	10/18/2025	0.08	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	10/24/2025	0.02	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	10/26/2025	0.02	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	11/24/2025	0.19	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/23/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/24/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/25/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/26/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/27/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/28/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	12/31/2025		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/1/2026		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/2/2026		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/3/2026		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/4/2026		HOLIDAY			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/8/2026	0.03	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/24/2026	0.11	0.6	1		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/25/2026	0.43	3	3		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/26/2026	0.09	2	5		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/27/2026	0	0	3		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/28/2026	0	0	1.5		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/29/2026	0	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/30/2026	0	0	0		
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	1/31/2026		TEMP			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	2/1/2026		TEMP			
US1TXLK0100	LUBBOCK 4.7 SSW, TX US	2/1/2026		RECOMPACT			

Resolution No. 2025-R0535
Item No. 6.10
December 2, 2025

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No. 18190, by and between the City of Lubbock and Lonestar Dirt and Paving, to improve the performance and functionality of the 66th street drainage channel improvements, and related documents. Said Change 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 December 2, 2025.

MARK W. MCBRAYER, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.ChgOrd-Lonestar Dirt and Paving
November 12, 2025

Office of Purchasing and Contract Management
Change Order

Contract No: 18190	Contractor: Lonestar Dirt and Paving
Change Order No: 002	Contract Title: 66th Street Drainage Channel Improvements Project
Bid/RFP No: RFP-18190	Project No: 92654.9243.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages if necessary:

This change order # 2, includes items added due to changes in the field and items added to improve the performance and functionality of the 66th street drainage channel improvements. See the attached documentation for the additional cost, which includes 61 calendar days.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION		AMOUNT	
A.	ORIGINAL CONTRACT VALUE:		$ 4,302,677.00	
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) $50,000		$ 77,038.15	
	COST CENTER:	ACCOUNT: 92654.9243.30000		
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)			1.79%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:		$ 844,890.28	
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)		$ 921,928.43	
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)			21.4%
G.	NEW CONTRACT AMOUNT (A+E):		**$ 5,224,605.43**	

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures ***(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)*****:**

(1) Contractor	Date 10/30/25	(2) Project Architect/Engineer	Date 10/30/2025
(3) Owner's Representative	Date 11/03/25	(4) Director of Purchasing & Contract Management	Date 11/05/2025
(5) Capital Project Manager	Date 11/3/25	(6) City Attorney	Date 11/14/25

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date 12/2/2025	(8) City Secretary	Date 12/2/2025

Council Date: December 2, 2025 Agenda Item #: 6.10 Resolution #: 2025-R0535

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock	92654.9243.30000	
Contractor	Lonestar Dirt and Paving		
Construction Manager	Freese and Nichols Inc.	LUB24404	
Design Professional	Heather Keister		

Change Order No. 002 **Date** 10/31/2025

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1	**CP-003 – Extra Electrical Service Connections.**	$ 13,843.08
2	**CP-004.4 – Septic Tank Risers and Clean-outs, Additional Leach Field for Class III Soil Requirements.**	$ 41,730.00
3	**CP-005 – Contech Engineering Fee.**	$ 8,500.00
4	**CP-006 – Additional Gas Line Repair, Additional Communication Bank Installation, and Additional Septic Locates.**	$ 12,965.07

Net Change in Contract Price this Change Order $ 77,038.15

Net Change in Contract Time this Change Order 61 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 4,302,677.00
b. Previously Approved Change Order/Contract Amendment Amounts	$ 844,890.28
c. Adjusted Contract Price (a + b)	$ 5,147,567.28
d. Contract Amendment Amount	$ 77,038.15
e. Revised Contract Price (c + d)	$ 5,224,605.43
f. Percent Change in Contract Price to Date	21.4 %

	Original	Previous	Current
Substantial Completion Date	07/14/2025	11/04/2025	01/04/2026
Final Completion Date	08/13/2025	12/04/2025	02/03/2026

Recommended by Design Professional

Name: [signature] Date: 10/30/2025

Recommended by Construction Manager

Name: [signature] Date: 10/31/2025

Approved by Contractor

Name: [signature] Date: 10/30/25

Approved by Owner

Name: Date:

CP-003

Change Proposal

Additional Electrical Service Relocation

Cost: $13,843.08

Days Added to Contract: 0

FREESE AND NICHOLS

Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-003	**Builder Submittal No.**	
CP Description	Extra Electrical Work		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	$13,843.08		
Time Impact	0 Days		
Attachment	CP-003-Extra Electrical Work-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	06/27/2025

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	
Attachments	CP-003-Extra Electrical Work-Colin Coe-Pending.pdf

Response By	Kelly Smith	**Date**	07/10/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel CP-003

PRINCING QUOTE - ADDITIONAL ELECTRICAL WORK

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
	Additional Service at 7009B	1	LS	$6,923.08	$6,923.08
	Additional Connections to Shop Buildings	1	LS	$4,320.00	$4,320.00
	6719 and 6711 Santa Fe			$0.00	$0.00
	Added Cost due to Additional Permit	1	LS	$2,600.00	$2,600.00
	Requirements			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$13,843.08**

ADDITIONAL TIME

GRAND TOTAL **$13,843.08**

CP-004.4

Change Proposal

Septic Tank Risers, Additional Leach Field for Class III Soil Requirements, and Additional Septic System Permits

Cost: $41,730.00

Days Added to Contract: 6

FREESE AND NICHOLS

Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-004.4	**Builder Submittal No.**	
CP Description	Risers and Cleanouts		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	$41,730.00		
Time Impact	6 Days		
Attachment	CP-004.4-Risers and Cleanouts-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	10/06/2025

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	

Attachments	CP-004.4-Risers and Cleanouts-Colin Coe-Pending.pdf		
Response By	Kelly Smith	**Date**	10/07/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel CP-004.4

PRINCING QUOTE - ADD RISERS AND CLEANOUTS TO LEACH FIELD RELOCATION AS REQUIRED

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	INSTALL RISERS AND CLEANOUTS/LOCATION	8	EA	$1,920.00	$15,360.00
				$0.00	$0.00
	Includes installing risers and cleanouts			$0.00	$0.00
	where leach field relocations require			$0.00	$0.00
	the system to be brought up to code			$0.00	$0.00
	including the following expected addresses:			$0.00	$0.00
	7111 Santa Fe Dr.			$0.00	$0.00
	7101 Santa Fe Dr.			$0.00	$0.00
	7009 Santa Fe Dr.			$0.00	$0.00
	7003 Santa Fe Dr.			$0.00	$0.00
	6721 Santa Fe Dr.			$0.00	$0.00
	6711 Santa Fe Dr.			$0.00	$0.00
	6705 Santa Fe Dr.			$0.00	$0.00
	6703 Santa Fe Dr.			$0.00	$0.00
	ADDITIONAL LF OF TRENCH DRAIN	540	LF	$48.00	$25,920.00
	To upgrade to Class III soil system			$0.00	$0.00
	ADDITIONAL SEPTIC SYSTEM PERMITS	3	EA	$150.00	$450.00
				$0.00	$0.00
	SUBTOTAL				**$41,730.00**

ADDITIONAL TIME

	Additional time to install risers	6 days

	GRAND TOTAL	**$41,730.00**

CP-005

Change Proposal

Contech Engineering Fee

Cost: $8,500.00

Days Added to Contract: 0

FREESE AND NICHOLS

Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-005	**Builder Submittal No.**	
CP Description	Contech Engineering Fee		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	$8,500.00		
Time Impact	0 Days		
Attachment	CP-005-Contech Engineering Fee-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	10/14/2025

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	City of Lubbock approved change in project meeting on 08/11/2025. See attached meeting minutes from project meeting.

Attachments	CP-005-Contech Engineering Fee-Colin Coe-Pending.pdf		
Response By	Kelly Smith	**Date**	10/14/2025

Meeting Agenda

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock	92654.9243.30000	
Contractor	Lonestar Dirt and Paving		
Construction Manager	Freese and Nichols Inc.	LUB24404	
Design Professional	Heather Keister		
Meeting Description	**Channel Excavation**		

Date 08/11/2025 **Time** 1:00pm **Location** Freese and Nichols Office CR

1.00 INTRODUCTIONS

1.01 Meeting purpose and goals:

A. Discuss channel excavation and location for excavated material.

Approximately 8,500cy of excavated material to be spread at 2" evenly across Tract B and C. No material to be spread on the middle Tract A. Lonestar to spread material for an additional $1 per cubic yard.

Remainder of the excavated soil to be stockpiled on Tract C at plan quantity for channel excavation price.

City of Lubbock requests no truck traffic on 58th Street during channel excavation operation.

B. Water Rampage – Electrical and Water Line relocation status

Kerry Koehler to contact SPEC for Price to relocate Water Rampage Electrical Service.

Kerry Koehler to contact City of Lubbock Pipeline Services to have 10" waterline relocated below proposed 30" RCP at Water Rampage.

C. Septic System Permits- Status

Leach field relocation permits are being resubmitted. Waiting for Lubbock County's response to submitted permits. 3 permits (7111, 6711, 6705) have been approved to date.

*Lonestar to submit invoice for engineering fees from Contech for $8,500 for reimbursement due to using alternate Articulating Concrete Block manufacturer.

Channel Excavation Meeting Sign-In Sheet

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		92654.9243.30000
Contractor	Lonestar Dirt and Paving		
Construction Manager	FNI		LUB24404
Design Professional	Heather Keister		

Date 08/11/2025 **Time** 1:30 PM **Location** FNI Buddy Holly Conference Room

Name	John Turpin	Business Phone	806-775-2342	Signature
Position/Title	City Engineer	Mobile Phone		
Organization	City Of Lubbock	Email	jturpin@mylubbock.us	
Name	Kerry Koehler	Business Phone	806-775-3397	Signature
Position/Title	Assistant City Engineer	Mobile Phone		
Organization	City of Lubbock	Email	kkoehler@mylubbock.us	
Name	Zoltan Fekete	Business Phone	806-775-3317	Signature
Position/Title	Project Manager	Mobile Phone		ONLINE
Organization	City of Lubbock	Email	zfekete@mylubbock.us	
Name	Chad Greene	Business Phone	806-775-3157	Signature
Position/Title	Asst. Project Manager	Mobile Phone		
Organization	City of Lubbock	Email	cgreene@mylubbock.us	
Name	Heather Keister	Business Phone	806-686-2706	Signature
Position/Title	Engineer	Mobile Phone	806-543-5115	
Organization	Freese and Nichols Inc.	Email	heather.keister@freese.com	

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		92654.9243.30000
Contractor	Lonestar Dirt and Paving		
Construction Manager	FNI		LUB24404
Design Professional	Heather Keister		

Name	Josh Kristinek	Business Phone	806-370-1557	Signature
Position/Title	Project Manager	Mobile Phone	806-891-6756	
Organization	Freese and Nichols Inc.	Email	Josh.kristinek@freese.com	
Name	Kelly Smith	Business Phone		Signature
Position/Title	Construction Manager	Mobile Phone	806-905-9827	Kelly Smith
Organization	Freese and Nichols Inc.	Email	kelly.smith@freese.com	
Name	JT Puckett	Business Phone		Signature
Position/Title	Construction Manager	Mobile Phone	806-317-2531	JT Puckett
Organization	Freese and Nichols Inc.	Email	jamesthomas.puckett@freese.com	
Name	Weston Dowell	Business Phone		Signature
Position/Title	Construction Manager	Mobile Phone	940-257-8877	
Organization	Freese and Nichols Inc.	Email	weston.dowell@freese.com	
Name	Steve Turner	Business Phone	806-745-6011	Signature
Position/Title	Co-Owner	Mobile Phone		
Organization	Lonestar D&P	Email	lonestarsteve@nts-online.net	

Channel Excavation Meeting Sign-In Sheet

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		92654.9243.30000
Contractor	Lonestar Dirt and Paving		
Construction Manager	FNI		LUB24404
Design Professional	Heather Keister		

Name	Colin Coe	Business Phone		Signature
Position/Title	Project Manager	Mobile Phone	806-773-7882	
Organization	Lonestar D&P	Email	ccoe@lonestardp.com	
Name	Aubrey Stockman	Business Phone		Signature
Position/Title	Superintendent	Mobile Phone	806-441-3618	
Organization	Lonestar D&P	Email	lonestaraubrey@nts-online.net	
Name	Omero Garcia	Business Phone	806-745-6011	Signature
Position/Title	Supervisor	Mobile Phone	806-441-3880	
Organization	Lonestar D&P	Email	omerogarcia22@gmail.com	
Name	Kevin Bunn	Business Phone	806-745-6011	Signature
Position/Title	Project Manager	Mobile Phone	806-445-7030	PRESENT
Organization	Lonestar D & P	Email	kbunn@lonestardp.com	
Name		Business Phone		Signature
Position/Title		Mobile Phone		
Organization		Email		

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel CP-005

PRINCING QUOTE - ENGINEERING FEE FOR ACM

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	Contech Engineering Fee	1	LS	$8,500.00	$8,500.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$8,500.00**

ADDITIONAL TIME

GRAND TOTAL	**$8,500.00**

INVOICE

INVOICE NO.
31957001

CONTECH®
ENGINEERED SOLUTIONS
A QUIKRETE® COMPANY

REMIT TO
CONTECH ENGINEERED SOLUTIONS, LLC
PO Box 936362
Atlanta, GA 31193-6362

BY EFT
ABA: 121000248 (Wells Fargo)
ACCOUNT: 2052700385107
SWIFT: WFBIUS6S CHIPS 0407
REMIT INFO: ACH@Quikrete.com

BILL TO
537587
LONE STAR DIRT & PAVING
11820 UNIVERSITY AVE
LUBBOCK TX 79423

SHIP TO
998166
66TH ST CHANNEL DRAINAGE IMPVTS
66TH ST AT MARSHA SHARP FWY
LUBBOCK TX 79424

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
QUO-826211-F8J6S8	08/27/25		09/26/25	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
08/27/25	Pickup with their truck	.5% 10, Net 30	

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1			27103268	660-000006	ARMORFLEX ENGINEERING SERVICE PRO#:811583 SB#:09784122	8500.000	EA	8,500.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5773
Concrete Products - Sioux City IA CE
2222 East Third Street
SIOUX IA 51101
Tel: (000)000-0000 Fax: (000)000-0000

SUB-TOTAL ▶	8,500.00
INVOICE TOTAL ▶	8,500.00
USD DOLLARS	PLEASE PAY FROM THIS INVOICE

All sales are subject to applicable taxes - to be paid by buyer - unless the law provides a specific exemption from tax and buyer provides a valid tax exemption certificate.

All sales are subject to Contech's terms and conditions of sale available at: https://www.conteches.com/cos/ (effective as of sales date). A late charge of 1.5% monthly or the maximum allowed by law, if less, will be imposed on all past due amounts.

This invoice is issued by Contech Engineered Solutions LLC for itself and/or on behalf of one or more of its subsidiaries.

If you have questions on this invoice please contact CUSTOMER SERVICE REP (972)590-2000

CP-006

Change Proposal

Relocated Gas Line Repairs, Additional Communication Bank Installation, and Additional Septic System Locates

Cost: $12,965.00

Days Added to Contract: 10

FREESE AND NICHOLS

Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-006	**Builder Submittal No.**	
CP Description	Gas Line Repair - Additional Locates - Additional Communication Line		
Specification			
Drawing / Detail			

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	$12,965.00		
Time Impact	10 Days		
Attachment	CP-006-Gas Line Repair - Additional Locates - Additional Communication Line-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	10/14/2025

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	

Attachments	CP-006-Gas Line Repair - Additional Locates - Additional Communication Line-Colin Coe-Pending.pdf		
Response By	Kelly Smith	**Date**	10/15/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel CP-006

PRINCING QUOTE - GAS LINE REPAIR, SEPTIC SYSTEM LOCATES, AND ADDITIONAL COMM LINE

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	GAS LINE REPAIR	1	LS	$5,871.74	$5,871.74
	PLUMBING INVOICE	0		$4,461.74	$0.00
	ADDITIONAL MATERIALS	0		$1,410.00	$0.00
	LOCATING SEPTIC SYSTEMS	1	LS	$3,500.00	$3,500.00
	Not Included in Orignal Plans			$0.00	$0.00
	3701 Santa Fe Communication Line	1	LS	$3,593.33	$3,593.33
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$12,965.07**

ADDITIONAL TIME

GRAND TOTAL	**$12,965.07**

Bid Item Cost Overrun Days Extension

Change in Contract Days Only

Approved RCP-006.1(Water Rampage Outfall) is a bid item cost overrun, and the cost will be added at the end of the contract with the bid item reconciliation change order. Contract Days added to Change Order #2 only.

Cost: $0

Days Added to Contract: 45

Resolution No. 2025-R0214
Item No. 6.12
May 13, 2025

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 01 to that certain Contract No. 18190 by and between the City of Lubbock and Lonestar Dirt and Paving for the 66th Street channel drainage project as per RFP 24-18190-TF, and related documents. Said Change Order No. 01 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 May 13, 2025.

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.ChgOrd#1 – 18190 Lonestar 66th drainage
4.28.25

Office of Purchasing and Contract Management
Change Order

Contract No: 18190	Contractor: Lonestar Dirt and Paving
Change Order No: 001	Contract Title: 66th Street Channel Drainage Project
Bid/RFP No: RFP-18190	Project No: 92654.9243.30000

"Change Order" means a written order to a Contractor, executed by the Owner, in accordance with the Contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the Contract documents, or an adjustment to the compensation payable to the Contractor, or to the time for performance of the Contract and completion of the project, or a combination thereof, which does not alter the nature of project and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line time in a Unit Price Contract do not require a Change Order. All work that alters the nature of the construction or that is not an integral part of the project objective must be let out for public bid.

Description of Change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attached additional pages is necessary):

This combined change order #1 includes: private utility relocates, excess soil removal, and articulating concrete block alternate. This also includes the addition of 113 calendar days. Please see the attached documentation for further details.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$ 4,302,677.00
B.	AMOUNT OF THIS CHANGE ORDER: Note Council approval required if (+/-) $50,000	$ 844,890.28
	COST CENTER: ACCOUNT: 92654.9243.30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	20%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$ 0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	$ 844,890.28
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	20%
G.	NEW CONTRACT AMOUNT (A+E):	$ 5,147,567.28

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of, or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures ***(please sign in order and return 3 originals with the Contract Cover Sheet to Purchasing and Contract Management department)***:

(1) Contractor — 04/16/2025 Date

(2) Project Architect/Engineer — Heather Kuster — 04/15/2025 Date

(3) Owner's Representative — 04/25/2025 Date

(4) Director of Purchasing & Contract Management — 4.25.2025 Date

(5) Capital Project Manager — Chuck Brock — 4/28/25 Date

(6) City Attorney — 4-28-25 Date

Change Orders over $50,000.00 require a Contract Cover Sheet and the following signatures:

(7) Mayor — 5/13/2025 Date

(8) City Secretary — 5/13/2025 Date

Council Date: May 13, 2025 Agenda Item #: 6.12 Resolution #: 2025-R0214



Project	66th Street Drainage Channel Improvements	**Project Number**	92654.9243.30000
Owner	City of Lubbock		
Contractor	Lonestar Dirt and Paving		LUB24404
Construction Manager	Freese and Nichols Inc.		
Design Professional	Heather Keister		

Change Order No. 001 **Date** 04/15/2025

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1	RCP-001.1 – Gas Service Relocation	$ 154,946.57
2	RCP-002 – Relocation of SPEC Service Lines	$ 90,000.04
3	RCP-003.1 – Removal of Remaining Soil from Playa Lake 100	$ 504,000.00
4	RCP-004.1 – Meadowbrook Golf Course soil 22,000cy	$ 151,680.00
5	RCP-005 – AT&T Cell Tower Power Relocation	$ 49,943.92
6	CP-001 – Articulating Concrete Bock Alternate	$ (105,680.25)
Net Change in Contract Price this Change Order		$ 844,890.28
Net Change in Contract Times this Change Order (Weather Delays Included)		113 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	$ 4,302,677.00
b. Previously Approved Change Order/Contract Amendment Amounts	$ 0
c. Adjusted Contract Price (a + b)	$ 4,302,677.00
d. Contract Amendment Amount	$ 844,890.28
e. Revised Contract Price (c + d)	$ 5,147,567.28
f. Percent Change in Contract Price to Date	20 %

	Original	Previous	Current
Substantial Completion Date	07/14/2025	07/14/2025	11/04/2025
Final Completion Date	08/13/2025	08/13/2025	12/04/2025

Recommended by Design Professional

Heather Keister — 04/15/2025
Name *Date*

Approved by Contractor

Name — 4/16/25 *Date*

Recommended by Construction Manager

Kelly Smith — 04/15/2025
Name *Date*

Approved by Owner

Name *Date*

RCP-001.1

Gas Service Relocation

$154,946.57

23 Days

FREESE AND NICHOLS

Request for Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		
RCP No.	RCP-001.1	**Builder Submittal No.**	
Specification			
Drawing / Detail	PP-03 to PP-08		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

Comments	Submit price for relocation of individual gas service lines in conflict with drainage channel behind Santa Fe Dr. STA 20 00 to STA 63 00.		
Attachment			
Submitted By	Kelly Smith	**Date**	04/15/2025

BUILDER'S RESPONSE

We respond to your request as follows:

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

Cost Impact	$154,946.57
Time Impact	23 Days
Comments	Submit price for relocation of individual gas service lines in conflict with drainage channel behind Santa Fe Dr. STA 20 00 to STA 63 00.
Attachments	RCP-001.1-Gas service relocation-Colin Coe-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	**Date**	04/15/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel RCP-001.1

PRINCING QUOTE - Gas Service Line Relocation

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	Relocate Existing Gas Service Line (110' ea)	30	EA	$4,312.00	$129,360.00
2	Additional Length of Relocation (if needed)	116	LF	$39.20	$4,547.20
3	Repair Gas Leaks - Plumber Labor	92.25	HR	$181.50	$16,743.38
4	Repair Gas Leaks - Jody Pinkert Labor	63.00	HR	$55.00	$3,465.00
5	Repari Gas Leaks - Materials	$755.45	$	$1.10	$831.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$154,946.57**

ADDITIONAL TIME

	ADDITIONAL TIME FOR CREWS TO RELOCATE EXISTING GAS LINES	23 CALENDAR DAYS

GRAND TOTAL **$154,946.57**

RCP-002

Relocation of SPEC Service Lines

$90,000.04

21 Days

FREESE AND NICHOLS

Request for Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

RCP No.	RCP-002	**Builder Submittal No.**	
Specification			
Drawing / Detail	PP-03 to PP-08		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

Comments	Submit price for relocation of electrical service lines under drainage channel along Santa Fe Dr. and tie into existing electrical conduit on property owner's side of drainage channel. See attached pdf for list of properties requiring lowering.		
Attachment	RCP-002-Relocation of SPEC Service Lines-Kelly Smith-Pending.pdf		
Submitted By	Kelly Smith	**Date**	12/17/2024

BUILDER'S RESPONSE

We respond to your request as follows:

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

Cost Impact	$90,000.04
Time Impact	21 Days
Comments	Submit price for relocation of electrical service lines under drainage channel along Santa Fe Dr. and tie into existing electrical conduit on property owner's side of drainage channel. See attached pdf for list of properties requiring lowering.

Attachments	RCP-002-Relocation of SPEC Service Lines-Kelly Smith-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	**Date**	01/23/2025

Parcel Number	Address Number	Street Name	Service Amperage	Meter Location	Distance to Panel	Relocation By:	Date Visited	Status
1	7421	66th Street				N/A		
2	7401	66th Street				N/A		
3	6502	Upland Ave				N/A		
4	6601	Upland Ave				N/A		
5	7113	Santa Fe Drive				SPEC		
6	7111	Santa Fe Drive				SPEC		
7	7109	Santa Fe Drive				SPEC		
8	7107	Santa Fe Drive				SPEC		
9	7105	Santa Fe Drive				SPEC		
10	7103	Santa Fe Drive				SPEC		
11	7101	Santa Fe Drive				SPEC		
12	7009	Santa Fe Drive				LSDP		
13	7007	Santa Fe Drive				SPEC		
14	7005	Santa Fe Drive				LSDP		
15	7003	Santa Fe Drive				LSDP		
16	7001	Santa Fe Drive				SPEC		
17	6725	Santa Fe Drive				SPEC		
18	6723	Santa Fe Drive				LSDP		
19	6721	Santa Fe Drive				LSDP		
20	6719	Santa Fe Drive				LSDP		
21	6717	Santa Fe Drive				SPEC		
22	6715	Santa Fe Drive				SPEC		
23	6713	Santa Fe Drive				LSDP		
24	6711	Santa Fe Drive				LSDP		
25	6709	Santa Fe Drive				LSDP		
26	6707	Santa Fe Drive				LSDP		
27	6705	Santa Fe Drive				LSDP		
28	6703	Santa Fe Drive				LSDP		
29	6701	Santa Fe Drive				LSDP		
30	6602	MSF				N/A		

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel RCP-002

PRINCING QUOTE - SPEC SERVICE LINE RELOCATION

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	**Relocate Existing Service to Residence**	13	ea	$6,923.08	$90,000.04
	Locate Intercept points on UG services			$0.00	$0.00
	Install UG J-boxes			$0.00	$0.00
	Build and install new meter and breaker at			$0.00	$0.00
	existing SPEC pedestal			$0.00	$0.00
	Bore and install conduit from Main to J-box			$0.00	$0.00
	Terminate all meters prior to scheduled			$0.00	$0.00
	outage to resident			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$90,000.04**

ADDITIONAL TIME

	ADDITIONAL TIME FOR CREWS TO RELOCATE EXISTING GAS LINES	21 CALENDAR DAYS

GRAND TOTAL	**$90,000.04**

RCP-003.1

Removal of Remaining Soil from Playa Lake 100

$504,000.00

22 Days

Request for Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		
RCP No.	RCP-003.1	**Builder Submittal No.**	
Specification			
Drawing / Detail	EX-01		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

Comments	Removal of 56,000 cubic yards of Remaining Soil from Playa Lake 100 off project limits		
Attachment			
Submitted By	Kelly Smith	**Date**	04/14/2025

BUILDER'S RESPONSE

We respond to your request as follows:

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

Cost Impact	$504,000.00
Time Impact	22 Days
Comments	Removal of 56,000 cubic yards of Remaining Soil from Playa Lake 100 off project limits
Attachments	RCP-003.1-Removal of Remaining Soil From Playa Lake 100-Colin Coe-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	**Date**	04/15/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel RCP-003.1

PRINCING QUOTE - Disposal of Unsuitable Materials (Excavation)

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
	DISPOSAL OF UNSUITABLE MATERIAL	56,000	CY	$9.00	$504,000.00
	Hauling			$0.00	$0.00
	Dump Fee			$0.00	$0.00
	Knock Down			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$504,000.00**

ADDITIONAL TIME

	ADDITIONAL TIME FOR CREWS TO HAUL OFF EXCESS DIRT	22 CALENDAR DAYS

GRAND TOTAL	**$504,000.00**

RCP-004.1

Meadowbrook Golf Course
Soil 18,960cy

$151,680.00

14 Days

FREESE AND NICHOLS

Request for Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

RCP No.	RCP-004.1	**Builder Submittal No.**	
Specification			
Drawing / Detail	EX-01		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

Comments	Deliver 18,960 cubic yards of high PI soil from Playa Lake 100 to Meadowbrook Golf Course and dump in designated area.		
Attachment			
Submitted By	Kelly Smith	**Date**	04/14/2025

BUILDER'S RESPONSE

We respond to your request as follows:

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

Cost Impact	$151,680.00
Time Impact	14 Days
Comments	Deliver 18,960 cubic yards of high PI soil from Playa Lake 100 to Meadowbrook Golf Course and dump in designated area.
Attachments	RCP-004.1-Meadowbrook Golf Course Soil 18,960cy-Colin Coe-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	**Date**	04/15/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel RCP-004.1

PRINCING QUOTE - SOIL HAUL TO MCKENZIE PARK

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
	SOIL HAUL	18,960	CY	$8.00	$151,680.00
	Hauling			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$151,680.00**

ADDITIONAL TIME

	ADDITIONAL TIME FOR CREWS TO HAUL MATERIAL	14 CALENDAR DAY

GRAND TOTAL **$151,680.00**

RCP-005

AT&T Cell Tower Electrical Service Relocation

$49,943.92

14 Days

FREESE AND NICHOLS

Request for Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

RCP No.	RCP-005	**Builder Submittal No.**	
Specification			
Drawing / Detail	EX-01		

NOTIFICATION TO BUILDER

The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.

Comments	Submit a cost to lower electrical service lines to at least minimum burial depths to clear drainage channel excavation		
Attachment	RCP-005-AT&T Cell Tower Power Relocation-Kelly Smith-Pending.pdf		
Submitted By	Kelly Smith	**Date**	04/09/2025

BUILDER'S RESPONSE

We respond to your request as follows:

We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.

Cost Impact	$49,943.92
Time Impact	14 Days
Comments	Submit a cost to lower electrical service lines to at least minimum burial depths to clear drainage channel excavation
Attachments	RCP-005-AT&T Cell Tower Power Relocation-Kelly Smith-Pending.pdf RCP-005-AT&T Cell Tower Power Relocation-Colin Coe-Pending.pdf

CONSTRUCTION MANAGER'S RESPONSE

Status	Change Order will be Issued		
Action	Final Distribution		
Comments			
Returned By	Kelly Smith	**Date**	04/15/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel RCP-005

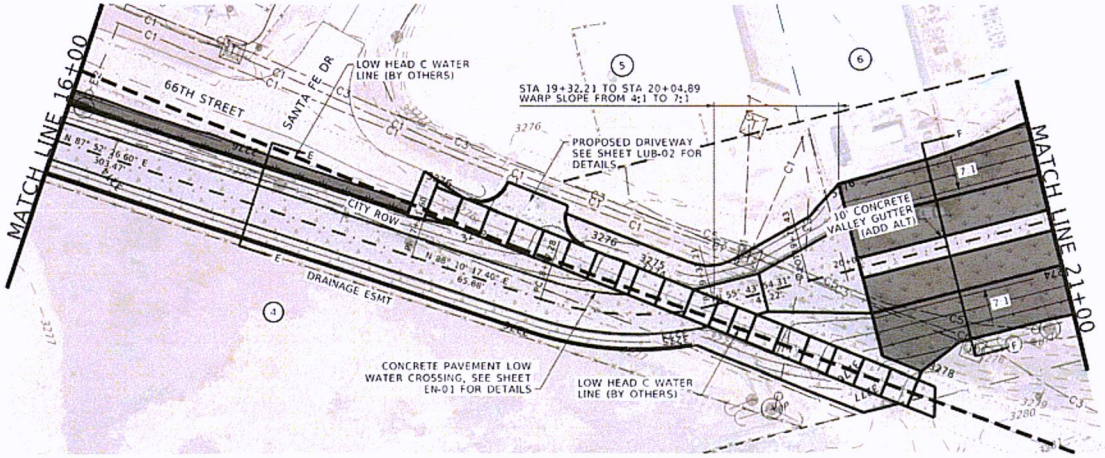
PRINCING QUOTE - RELOCATE CELLULAR TOWER UTILITIES

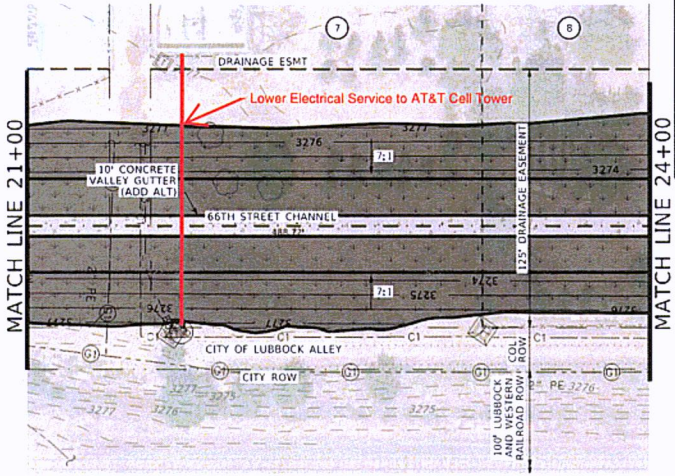
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
	Midland Tower Construction			$0.00	$0.00
	Mobilization	1	LS	$11,250.00	$11,250.00
	Electrical	1	LS	$12,115.63	$12,115.63
	Power - Boring, Conduit, etc.	1	LS	$9,750.00	$9,750.00
	Civil - Clearing, Grading, Gravel	1	LS	$4,687.50	$4,687.50
	Materials	1	LS	$12,140.79	$12,140.79
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**$49,943.92**

ADDITIONAL STIPULATIONS

	ADDITIONAL TIME REQUIRED TO PERFORM THE WORK	14 CALENDAR DAY
	THIS QUOTE DOES NOT INCLUDE BORING THROUGH ROCK OR OBSTRUCTIONS	

GRAND TOTAL **$49,943.92**





CAUTION!!!
EXISTING UNDERGROUND UTILITIES IN AREA CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION

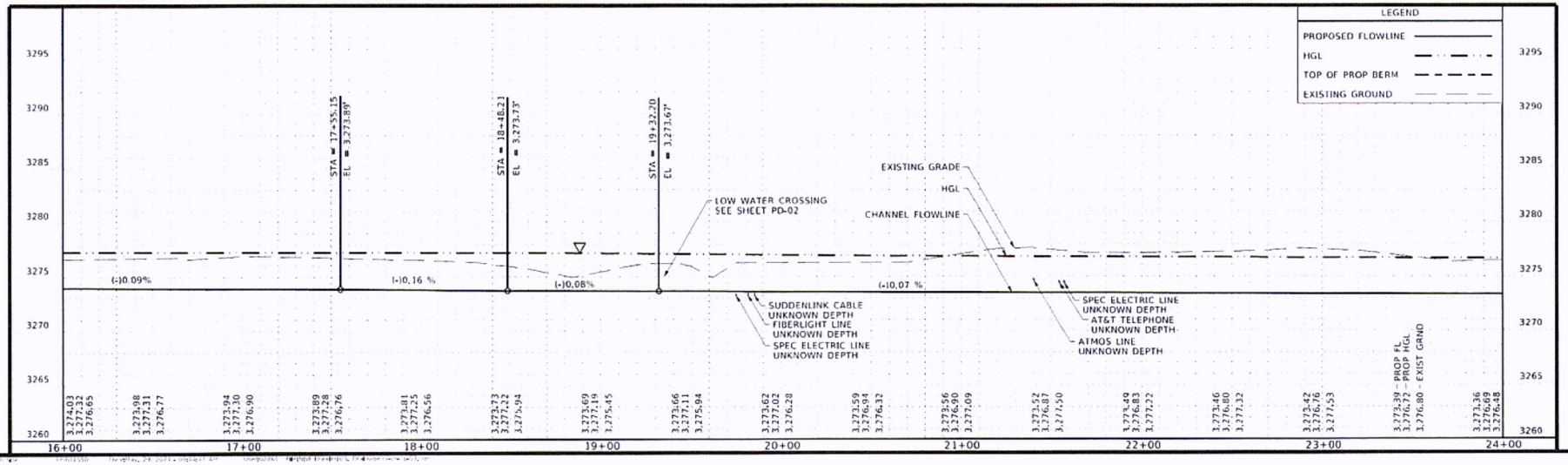
LEGEND

- PROPOSED CHANNEL CL
- PROPOSED FENCE
- DRAINAGE EASEMENT
- PROPERTY LINE
- 3274 EXISTING CONTOURS
- 3274 PROPOSED CONTOURS
- PROPOSED CULVERTS AND HEADWALLS
- (8) PARCEL NUMBER
- CONCRETE CHANNEL
- EARTH CHANNEL

NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT VERSION OF THE CITY OF LUBBOCK MINIMUM DESIGN STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR SHALL COORDINATE UTILITY WORK WITH PROPER UTILITY OWNER PRIOR TO RELOCATION.
3. SEPTIC SYSTEM IN OR NEAR VICINITY OF CONSTRUCTION. CONTRACTOR TO LOCATE SEPTIC SYSTEM COMPONENTS IN THE FIELD AND COORDINATE RELOCATION IF NECESSARY PRIOR TO CONSTRUCTION.
4. SEE SHEET G-04 FOR HORIZONTAL ALIGNMENT INFORMATION.
5. SEE SHEET D-01 FOR PARCEL INFORMATION.
6. SEE SHEETS TYP-01-03 FOR TYPICAL SECTIONS.

HORIZONTAL SCALE 0 30' 60'
VERTICAL SCALE 0 5' 10'



CITY OF LUBBOCK
66TH STREET CHANNEL
CIVIL
66TH ST CHANNEL PLAN AND PROFILE
(3 OF 8)

FREESE NICHOLS
TBPE FIRM REGISTRATION #F-2144
5/29/2024

FIELD BOOK(S)
PROJ. NO. KXM18550
DATE 5/17/2024
DESIGNED HRK
DRAWN AP
REVISED
CHECKED KXD
FILE NAME pw-typ-pp03.dgn
VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet adjust scale accordingly.
0 1"

SHEET PP-03
SEQ. 16

CP-001

Flexamat Alternate to Articulating Concrete Block

($105,680.25)

0 Days

FREESE AND NICHOLS

Change Proposal

Project	66th Street Drainage Channel Improvements	**Project Number**	
Owner	City of Lubbock		LUB24404
Builder	Lone Star Dirt & Paving		
Designer	Freese and Nichols, Inc.		
CM	Kelly Smith		

CP No.	CP-001	**Builder Submittal No.**	
CP Description	Flexamat Alternate to Articulated Concrete Block		
Specification			
Drawing / Detail	Quote attached		

NOTIFICATION BY BUILDER

The Builder proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment and requests that you take the following action:

Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.

Cost Impact	($105,680.25)		
Time Impact	0 Days		
Attachment	CP-001-Flexamat Alternate to Articulated Concrete Block-Colin Coe-Pending.pdf		
Submitted By	Colin Coe	**Date**	03/05/2025

CONSTRUCTION MANAGER'S RESPONSE

We respond to your request as follows:

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

Status	Recommended for Approval
Action	Final Distribution
Comments	
Attachments	CP-001-Flexamat Alternate to Articulated Concrete Block-Colin Coe-Pending.pdf

Response By	Kelly Smith	**Date**	03/24/2025

Lone Star Dirt & Paving
11820 University Ave
Lubbock, TX 79423

66th Street Channel

FLEXAMAT Alternate

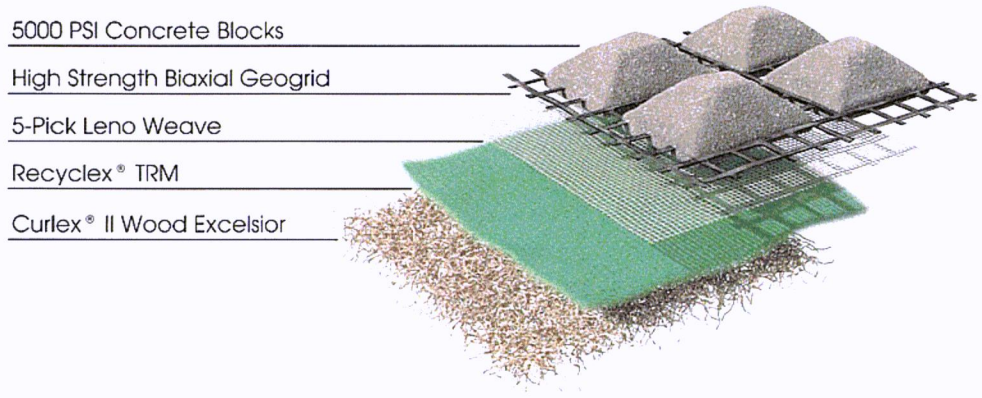
PRINCING QUOTE

ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	EXTENDED
1	FLEXAMAT PLUS	10,839	SF	$17.25	$186,972.75
				$0.00	$0.00
2	ARMORFLEX	10,839	SF	-$27.00	-$292,653.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
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				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	SUBTOTAL				**-$105,680.25**
	GRAND TOTAL				**-$105,680.25**

Motz Enterprises, Inc.
3153 Madison Road
Cincinnati OH 45209
Office: 513-772-6689
Fax: 513-772-6690
www.Flexamat.com

Composition of Materials – Flexamat Plus

<table>
<tr><td>Blocks</td><td>5000 PSI, Wet-cast Portland Cement</td></tr>
<tr><td>Interlocking Biaxial Geogrid</td><td>Fornit 30/30 – Polypropylene Geogrid with 2,055 lb/ft biaxial strength. Carbon black UV inhibitor shall be blended into the extruded yarns at a rate no less than 0.8% by weight.
<table>
<tr><th>Property</th><th>Unit</th><th>Test</th><th>Requirement</th></tr>
<tr><td>Mass/Unit Area</td><td>oz/yd²</td><td>ASTM D5261</td><td>6.5 oz/yd²</td></tr>
<tr><td>Aperture Size</td><td>English units</td><td>Measured</td><td>1.4x 1.4 inch</td></tr>
<tr><td>Ultimate Wide Width Tensile Strength (MD x CMD)</td><td>lb/ft</td><td>ASTM D6637</td><td>2,055 lb/ft</td></tr>
<tr><td>Elongation at Ultimate Tensile Strength (MD x CMD)</td><td>%</td><td>ASTM D6637</td><td>6%</td></tr>
<tr><td>Wide Width Tensile Strength @ 2% (MD x CMD)</td><td>lb/ft</td><td>ASTM D6637</td><td>822 lb/ft</td></tr>
<tr><td>Wide Width Tensile Strength @ 5% (MD x CMD)</td><td>lb/ft</td><td>ASTM D6637</td><td>1,640 lb/ft</td></tr>
<tr><td>Tensile Modulus @ 2% (MD x CMD)</td><td>lb/ft</td><td>ASTM D6637</td><td>41,100 lb/ft</td></tr>
<tr><td>Tensile Modulus @ 5% (MD x CMD)</td><td>lb/ft</td><td>ASTM D6637</td><td>32,800 lb/ft</td></tr>
</table></td></tr>
<tr><td>Flexamat Plus Underlayment</td><td>A four-layered system includes, in order from top to bottom, 1) Concrete block mat 2) 5-Pick Leno Weave 3) Recylex TRM and 4) Curlex® II. The underlayment materials shall be packaged within the roll of the Flexamat Plus.</td></tr>
</table>



Manufacturing Values

Flexamat Properties	Values
Roll Width	4', 5.5', 8', 10', 12', 15.5, & 16'
Roll Length	30', 40', 50' / custom
Material Weight	10 lbs./sf
Block Size	6.5" x 6.5" x 2.25"
Percentage Open Area (POA)	30% min.

Performance

Test	Tested Value	Bed Slope	Soil Classification	Limiting Value
ASTM 6460	Shear Stress	30%	Sandy Loam (USDA)	24 PSF
ASTM 6460	Velocity	20%	Loam (USDA)	30 ft./sec

Flexamat Plus Specification

1. DESCRIPTION

A Tied Concrete Block Mat with Triple Layered Underlayment. This work shall consist of furnishing and placing the system in accordance with this specification and conforming with the lines, grades, design, and dimensions shown on the plans.

2. MATERIALS

Flexamat Plus is manufactured from individual concrete blocks tied together with high strength knitted polypropylene bi-axial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

Tied Concrete Block Mats with Triple Underlayment shall be Flexamat Plus, manufactured by Motz Enterprises, Inc.

2.1. **Blocks.** Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Blocks shall have a minimum weight of 3 lb. per block and placed no further than 2 in. apart. Material weight per square foot shall not exceed 10 lbs. Blocks shall have a 2.25" profile, a flat-top pyramid shape, and a coarse finish without protrusions. Concrete shall have a minimum compressive strength requirement of Table1 and certified by a third party.

Table 1
Concrete Compressive Strength Requirements

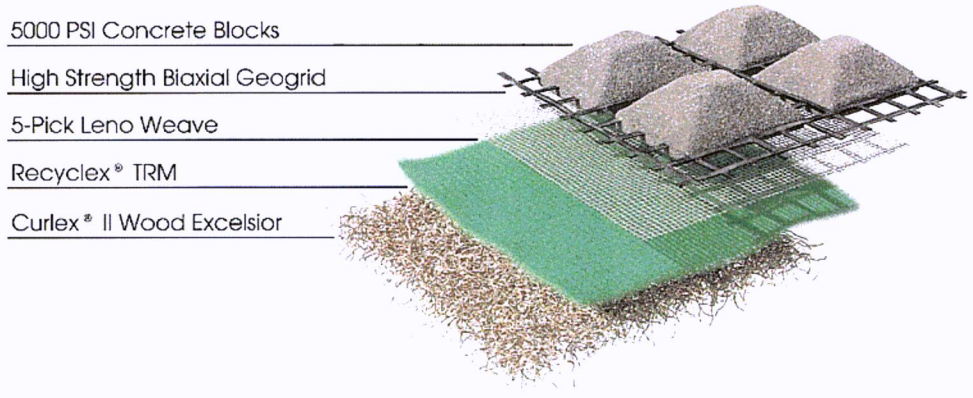
Age	Required Compressive Strength psi
28 - Day	5000 psi

2.2. **Polypropylene Bi-Axial Geogrid.** The interlocking geogrid shall be an open knitted fabric composed of high tenacity, multifilament polypropylene yarns knitted and coated in tension with an acrylic based coating which is designed to resist degradation in environments with exposure to water and low pH (,4 pH) and high pH (>9 pH). Carbon black UV inhibitor shall be blended into the extruded yarns at a rate no less than 0.8% by weight. When combined with the revetment mat, this will yield a high tenacity, low elongating, and continuous filament polypropylene geogrid that is embedded within the base of the concrete blocks. Ensure the geogrid meets the requirements of Table 2.

Table 2
Polypropylene Bi-Axial Geogrid

Property	Unit	Test	Requirement
Mass/Unit Area	oz/yd²	ASTM D5261	6.5 oz/yd²
Aperture Size	English units	Measured	1.4x 1.4 inch
Ultimate Wide Width Tensile Strength (MD x CMD)	lb/ft	ASTM D6637	2,055 lb/ft
Elongation at Ultimate Tensile Strength (MD x CMD)	%	ASTM D6637	6%
Wide Width Tensile Strength @ 2% (MD x CMD)	lb/ft	ASTM D6637	822 lb/ft
Wide Width Tensile Strength @ 5% (MD x CMD)	lb/ft	ASTM D6637	1,640 lb/ft
Tensile Modulus @ 2% (MD x CMD)	lb/ft	ASTM D6637	41,100 lb/ft
Tensile Modulus @ 5% (MD x CMD)	lb/ft	ASTM D6637	32,800 lb/ft

2.3. **Underlayment Materials.** A four-layered system includes, in order from top to bottom, 1) Concrete block mat 2) 5-Pick Leno Weave 3) Recyclex TRM-V and 4) Curlex® II. The underlayment materials shall be packaged within the roll of the Flexamat Plus.



Five-Pick Leno Weave:
This Five-Pick Weave provides added strength and support to the underlayments.

Index Property	Units	Value
GSM	g/m²	118 (-3˜ +3)
Density	Picks/10cm	62 x 24 (+/- 2)
Warp Strength	N/5cm	≥ 350
Warp Elongation	%	20 - 50
Weft Strength	N/5cm	≥ 280
Weft Elongation	%	20 - 50
Warp Shrinkage	%	≤ 7
Weft Shrinkage	%	≤ 9

Recyclex® TRM:
Recyclex TRM – V is a permanent non-degradable Turf Reinforcement Mat (TRM), consists of 100% post-consumer recycled polyester (green or brown bottles) with 80% five-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the TRM. The top and bottom of each TRM is covered with heavy duty polypropylene net. Fibers are tightly crimped and curled to allow fiber interlock, and to

retain 95% memory of the original shape after loading by hydraulic events. Fibers have a specific gravity greater than 1.0; therefore, the blanket will not float during hydraulic events. Recyclex TRM – V meets Federal Government Executive Order initiatives for use of products made from, or incorporating, recycled materials. Recyclex TRM – V shall be manufactured in the U.S.A. and the fibers shall be made from 100% recycled post-consumer goods.

Index Property	Test Method	Value
Thickness	ASTM D 6525	0.294 in (7.47 mm)
Light Penetration	ASTM D 6567	57%
Resiliency	ASTM D 6524	86%
Mass per Unit Area	ASTM D 6566	0.50 lb/yd^2 (271 g/m^2)
MD-Tensile Strength Max.	ASTM D 6818	295.2 lb/ft (4.32 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	194.4 lb/ft (2.85 kN/m)
MD-Elongation	ASTM D 6818	32.2%
TD-Elongation	ASTM D 6818	40.8%
Swell	ECTC Procedure	8%
Water Absorption	ASTM D 1117/ECTC	33.8%
Specific Gravity	ASTM D 792	1.21
UV Stability	ASTM D 4355 (1,000 hr)	80% minimum
Porosity	Calculated	97.5%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 5.86 @ 2 in/hr [1,2]
Bench-Scale Rain Splash	ECTC Method 2	SLR = 5.00 @ 4 in/hr [1,2]
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.33 @ 6 in/hr [1,2]
Bench-Scale Shear	ECTC Method 3	2.41 lb/ft^2 @ 0.5 in soil loss [2]
Germination Improvement	ECTC Method 4	432%

[1] SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. [2] Bench-scale index values should not be used for design purposes

Curlex® II:

Curlex II erosion control blanket (ECB) consists of a specific cut of naturally seed free Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It is of consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket is covered with degradable polypropylene netting.

Index Property	Test Method	Value
Thickness	ASTM D 6525	0.418 in (10.62 mm)
Light Penetration	ASTM D 6567	34.6%
Resiliency	ASTM D 6524	64%
Mass per Unit Area	ASTM D 6475	0.57 lb/yd^2 (309 g/m^2)
MD-Tensile Strength Max.	ASTM D 6818	127.0 lb/ft (1.9 kN/m)
TD-Tensile Strength Max.	ASTM D 6818	50.9 lb/ft (0.7 kN/m)
MD-Elongation	ASTM D 6818	28.64%
TD-Elongation	ASTM D 6818	29.84%
Swell	ECTC Procedure	89%
Water Absorption	ASTM D 1117/ECTC	199%
Bench-Scale Rain Splash	ECTC Method 2	SLR = 6.84 @ 2 in/hr [2,3]
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.19 @ 4 in/hr [2,3]
Bench-Scale Rain Splash	ECTC Method 2	SLR = 7.56 @ 6 in/hr [2,3]
Bench-Scale Shear	ECTC Method 3	2.6 lb/ft^2 @ 0.5 in soil loss [3]
Germination Improvement	ECTC Method 4	645%

[1] Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen excelsior is 22%.

[2] SLR is the Soil Loss Ratio, as reported by NTPEP/AASHTO. [3] Bench-scale index values should not be used for design purposes.

2.4. Mats will be rolled for shipment. Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, cover or tarp the rolls to minimize UV exposure.

Chipping or missing concrete resulting in a weight loss exceeding 15% of the average weight of a concrete unit is grounds for rejection by the engineer. Replace, repair or patch the damaged areas per the manufacturer's recommendations.

3. PERFORMANCE

Full-Scale laboratory testing performed by an independent 3rd party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed Tied-Concrete Block Erosion Control Mat meets the following requirements:

Test	Tested Value	Bed Slope	Soil Classification	Limiting Value
ASTM 6460	Shear Stress	30%	Sandy Loam (USDA)	24lb./ft^2
ASTM 6460	Velocity	20%	Loam (USDA)	30 ft./sec

4. ALTERNATIVE PRODUCTS

Such products must be pre-approved in writing by the Engineer prior to bid date. Alternative product packages must be submitted to the Engineer a minimum of fifteen (45) days prior to bid date. Submittal packages for alternate products must include, as a minimum, the following:

4.1. Alternative Product Properties – Product must be comprised of materials as detailed in Section 2, including both in composition, underlayment layers and performance requirements.

4.2. Full-Scale laboratory testing performed by an independent 3rd party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed Tied-Concrete Block Erosion Control Mat meets the performance requirements listed in Section 3 of this specification.

4.3. A list of 15 comparable projects in terms of project size, application and material dimensions in the United States, where the results of the specific alternative material's use can be verified and reviewed for system integrity and sustained after a minimum of 10 years of service life.

5. EQUIPMENT

Provide the proper equipment to place the mat that will not damage the mat material or disturb the topsoil subgrade and seed bed.

6. CONSTRUCTION

Prior to installing Flexamat Plus, prepare the subgrade as detailed in the plans. All subgrade surfaces to be smooth and free of rocks, roots, debris, or other protrusions that would prevent intimate contact between the block and the subgrade. When seeding is shown on the plans, provide subgrade material that can sustain growth.

Ensure the prepared subgrade provides a smooth, firm, and unyielding foundation for the mats. The subgrade shall be graded into a parabolic or trapezoidal shape to concentrate flow to middle of mat or mats.

When vegetation is required, distribute seed on the prepared topsoil subgrade before installation of the concrete mats in accordance with the specifications.

Install mats to the line and grade shown on the plans and per the manufacturer's guidelines. The manufacturer or authorized representative will provide technical assistance during preparation and installation of the concrete block mats as needed.

Provide a minimum 18 in. deep concrete mat embedment toe trench at all edges exposed to concentrated flows. Recess exterior edges subject to sheet flow a minimum of 6 in.

Provide fastening or anchoring as recommended by the manufacturer or engineer for the site conditions.

7. MEASUREMENT

This Item will be measured by the square foot as shown on the plans, complete in place.

8. PAYMENT

The work performed, and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flexamat Plus". This price is full compensation for loading and transporting, placing concrete block mats; excavation and disposal; furnishing topsoil and bedding; and equipment, labor, materials, tools, and incidentals.

Resolution No. 2024-R0344
Item No. 6.8
August 13, 2024

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 18190 for 66th Street Channel Drainage Improvements as per RFP 24-18190-TF, by and between the City of Lubbock and Lone Star Dirt & Paving, LTD of Lubbock, TX, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on August 13, 2024.

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 18190 66th Street Channel Drainage Improvements
7.25.24

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 7-23-24

PROJECT NUMBER: **RFP 24-18190-TF, 66th Street Channel Drainage Improvements**

Proposal o Lone Star Dirt & Paving Ltd (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: 280 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 310 **(to Final Completion)**

(not to exceed 300 consecutive calendar days to Substantial Completion / 330 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 **300 Consecutive Calendar Days** with **final completion** within **330 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 24-18190-TF
66th Street Channel Drainage Improvements

Lone Star Dirt & Paving, LTD of Lubbock, TX

#	Items	QTY +/-	U/M	Unit Price	Extended Cost
Base Bid					
#1-1	PROJECT MOBILIZATION	1	LS	$200,000.00	200,000.00
#1-2	PREP ROW (CLEARING AND GRUBBING)	30	AC	7,500.00	225,000.00
#1-3	SWPPP	6	MO	8,500.00	51,000.00
#1-4	TRAFFIC CONTROL	6	MO	10,000.00	60,000.00
#1-5	ASPHALT REMOVAL	710	SY	50.00	35,500.00
#1-6	CONCRETE REMOVAL	55	SY	50.00	2,750.00
#1-7	FENCE REMOVAL	1789	LF	45.00	80,505.00
#1-8	EXCAVATION (PLAYA LAKE)	198769	CY	9.00	1,788,921.00
#1-9	EXCAVATION (CHANNEL)	31596	CY	9.00	284,364.00
#1-10	EMBANKMENT	392	CY	12.00	4,704.00
#1-11	CONCRETE RIPRAP (4")	757	CY	600.00	454,200.00
#1-12	30" RCP CULVERT	64	LF	300.00	19,200.00
#1-13	SET Type II 30"	4	EA	6,000.00	24,000.00
#1-14	YARD HYDRANT REMOVAL AND RELOCATION	1	EA	2,500.00	2,500.00
#1-15	SEPTIC SYSTEM REPLACEMENT	1	EA	15,000.00	15,000.00
#1-16	SEPTIC SYSTEM LEACH LINE FIELD RELOCATION	5	EA	10,000.00	50,000.00
#1-17	SEEDING FOR EROSION CONTROL	37066	SY	2.00	74,132.00
#1-18	FENCE REPLACEMENT (PIPE FENCE)	1123	LF	125.00	140,375.00
#1-19	ARTICULATED CONCRETE BLOCK MATTRESS AND GEOTEXTILE FABRIC	10839	SF	27.00	292,653.00
#1-20	CONCRETE PAVEMENT (6")	431	SY	90.00	38,790.00
#1-21	ASPHALT PAVEMENT (2")	614	SY	43.00	26,402.00
#1-22	CONCRETE DRIVEWAY	148	SY	95.00	14,060.00
Add Alternate Bid					
#2-1	SEEDING FOR EROSION CONTROL (DEDUCT)	4793	SY	(3.00)	(14,379.00)
#2-2	10' CONCRETE VALLEY GUTTER	4330	LF	$100	$433,000.00
				Total (Items 1-1 through 1-22):	3,884,056.00
				Total (Items 2-1 through 2-2):	418,621.00
				Total (Items 1-1 through 2-2):	4,302,677.00

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 ($_____) or a Proposal Bond in the sum of 5 % Dollars ($_____), 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.

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Offeror acknowledges receipt of the following addenda:

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

Date: 7-22-24

Steve Turner
Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Fav Ltd
Company

11820 Univ
Address

Lub , Lub
City, County

Tx , 79423
State Zip Code

Telephone: 806 - 745 6011
Fax: 806 - 745 4074
Email: lonestarsteve@ats-online.net

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 13091

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

City of Lubbock
Capital Project
Project Cost Detail
July 14, 2026

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

Encumbered/Expended	**Budget**
Contract with FNI for Design Services	292,455
Contract 18233 with FNI, construction phase services	492,003
Contract 18190 with Lone Star Dirt and Paving, Ltd.	4,302,677
COL Staff time	61,036
Bid Cost	254
Land Acquisition Cost Parcel 75-A	19,950
Land Acquisition Cost Parcel 74 and 74-A	574,675
Contract 18190 - Change Order No. 1	844,890
Contract 18190 - Change Order No. 2	77,038
Contract 18190 - Change Order No. 3	-
Agenda Item July 14, 2026	
Contract 18190 - Change Order No. 4	87,117
Encumbered/Expended To Date	6,752,095
Estimated Cost for Remaining Appropriation	
Remaining Appropriation	1,023,092
Total Appropriation	$ 7,775,187



CIP 92654 Upland Ave and 66th St Playa Drainage Improvements

Infrastructure Improvements

Project Manager: Kerry Koehler - Engineering

Project Scope

This project will over excavate an existing playa lake, southwest of the intersection of Upland Ave and 66th Street, with the outfall being channelized adjacent to 66th Street and discharging to the existing playa lake, lying northwest of the intersection of Marsha Sharp Fwy and Milwaukee Ave, via a proposed earthen channel within the existing drainage easement lying adjacent to Marsha Sharp Fwy. At the completion of the construction, the floodplain will be studied and remapped to remove homes and businesses from the floodplain in Pine Grove Estates.

Project Justification

The intersection of 66th Street and Upland Ave has historically flooded during even small rain events. Excavation of the existing playa lake, southwest of the intersection of Upland Ave and 66th Street, with channel improvements adjacent to 66th Street and within the existing drainage easement lying adjacent to Marsha Sharp Fwy will increase stormwater conveyance while reducing the runoff within the streets.

Project Highlights

Council Priorities Addressed:
Public Safety
Community Improvement
Growth and Development

Project History

- FY 2019-20 $300,000 appr. by Ord. 2019-O0129
- FY 2020-21 $1,000,000 appr. by Ord. 2020-O0123
- FY 2021-22 $4,000,000 appr. by Ord. 2021-O0126
- FY 2023-24 $2,850,000 appr. by Ord. 2023-O0108
- FY 2025-26 $500,000 appr. by Ord. 2025-O0112
- FY 2025-26 $874,813 reduced by BCR 2026-11

Project Dates

Construction Commencement: 10/2024
Construction Completion: 04/2026
proceeding w/ LOMR upon completion of construction

Project Location

Upland Ave and 66th Street

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Acquisition	$800,000	$0	$0	$0	$0	$0	$0
Construction	$6,175,187	$0	$0	$0	$0	$0	$0
Design	$800,000	$0	$0	$0	$0	$0	$0
TOTAL	**$7,775,187**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Stormwater Fund Prior Year Cash	$500,000	$0	$0	$0	$0	$0	$0
Stormwater Fund Cash	$4,179,266	$0	$0	$0	$0	$0	$0
Stormwater Fund Bonds	$3,095,921	$0	$0	$0	$0	$0	$0
TOTAL	**$7,775,187**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 14382
Regular City Council Meeting **5. 12.**
07/14/2026:

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Public Works Contract 19729, with Fuquay, Inc., for Pipeline Rehabilitation, for the Downtown Sewer Line Rehabilitation Project Phase 2B.

Item Summary

This construction contract with Fuquay, Inc. provides for the rehabilitation of the Downtown Sanitary Sewer Interceptor Phase -2B from Dunbar Lake to the Southeast Water Reclamation Plant. The project includes installation of bypass pumping systems for two interceptors, pipeline jetting and closed-circuit television inspection of gravity sewer mains, and replacement of existing gravity sewer pipelines. Construction is anticipated to be completed within 8 months.

Fuquay, Inc., is an approved vendor under Buy Board Contract No. 731-24 with the Texas Association of School Boards Local Government Purchasing Cooperative. This purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code.

Fiscal Impact

Contract 19729 for $3,049,080.83 is funded in Capital Improvement Project 8709, Major Sewer Line Condition Assessment and Repair.

Staff/Board Recommending

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

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Attachments

Resolution Contract 19729 Fuquay
Contract 19729 Fuquay
Map - Project Location
CIP 8709 Budget Detail
CIP 8709 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, Public Works Contract No. 19729, per Buy Board Contract 731-24 Cured in Place Pipe CIPP for Pipeline Rehabilitation, for the Downtown Sewer Line Rehabilitation Project Phase 2B (Dunbar Lake to Southeast Water Reclamation Plant), by and between the City of Lubbock and Fuquay, Inc., a Texas corporation, consistent with the terms of the proposal submittal attached hereto and incorporated herein, and related documents.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/RES.Public Works Contract_19729_Fuquay, Inc.
June 23, 2026

FUQUAY, INC.

4861 Old Hwy 81, New Braunfels, TX 78132

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

PROPOSAL

DATE: May 22, 2026

PROJECT: City of Lubbock Downtown Sewer Rehabilitation Alt A (East 19th Street to Southeast WRF)

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

					LIST PRICING		MEMBER PRICING			PROJECT SPECIFIC DISCOUNTED PRICING	
		Note: Any pipebursting over 22", or greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.									
ITEM 3		Structure (Manhole) Rehabilitation and Corrosion Protection and Related Items									
Section I Item 3	22106	Manhole Bench and Invert Repair 4' Diameter Base	EA	13	$802.50	$10,432.50	-$56.18	$746.33	$9,702.23	$745.00	$9,685.00
Section I Item 3	22114	Premium Manhole frame and cover	EA	24	$3,210.00	$77,040.00	-$224.70	$2,985.30	$71,647.20	$1,500.00	$36,000.00
Section I Item 3	22117	Manhole Rehabilitation - Cementitious (CRM) only – 1 inch thickness	SQFT	2123	$29.50	$62,628.50	-$2.07	$27.44	$58,244.51	$25.00	$53,075.00
Section I Item 3	22119	Manhole Rehabilitation - Polyurethane (PCM) only – 250 mils thickness	SQFT	3478	$32.00	$111,296.00	-$2.24	$29.76	$103,505.28	$28.00	$97,384.00
Section I Item 3	22120	Manhole Rehabilitation - Polyurethane (PCM) - Additional 1 mil thickness (50 mils * 3478 SQFT)	SQFT	173900	$0.30	$52,170.00	-$0.02	$0.28	$48,518.10	$0.25	$43,475.00
Section I Item 3	22135	Travel and Mobilization- Manhole Rehabilitation Crew from New Braunfels, TX	MILE	405	$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$20.00	$8,100.00
ITEM 4		Bypass for Gravity Pipelines and Related Items									
Section I Item 4	23105	Set Up 12" Pump (Per Pump)	EA	6	$6,420.00	$38,520.00	-$449.40	$5,970.60	$35,823.60	$5,500.00	$33,000.00
Section I Item 4	23111	Set Up 18" or 24" Piping/Hose	LF	9500	$70.50	$669,750.00	-$4.94	$65.57	$622,867.50	$39.00	$370,500.00
Section I Item 4	23117	Operate 12" pumping System	DAY	120	$7,704.00	$924,480.00	-$539.28	$7,164.72	$859,766.40	$200.00	$24,000.00
ITEM 5		Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items									
Section I Item 5	24107	24" Clean and TV sanitary sewer	LF	8449	$20.50	$173,204.50	-$1.44	$19.07	$161,080.19	$16.00	$135,184.00
Section I Item 5	24109	30" Clean and TV sanitary sewer	LF	8684	$27.00	$234,468.00	-$1.89	$25.11	$218,055.24	$20.00	$173,680.00
Section I Item 5	24135	21" - 36" Post TV Inspection After Rehabilitation	LF	17133	$11.50	$197,029.50	-$0.81	$10.70	$183,237.44	$3.00	$51,399.00
Section I Item 5	24151	Travel and Mobilization- Vactor Truck or CCTV Truck Crew from New Braunfels, TX	MILE	405	$25.50	$10,327.50	-$1.79	$23.72	$9,604.58	$10.00	$4,050.00
ITEM 20		All Other Underground Construction and Supplemental Items and Related Items									
		Wastewater									

Section I 20	Item	38100	Trench Protection-Wastewater	LF	2858	$13.00	$37,154.00	-$0.91	$12.09	$34,553.22	$12.00	$34,296.00
Section I 20	Item	38120	24" Gravity Sanitary Sewer Pipe (SDR 26-3034, 115 psi or SDR 26-2241, 160 psi), (6'-14' Cut)	LF	2241	$334.00	$748,494.00	-$23.38	$310.62	$696,099.42	$310.00	$694,710.00
Section I 20	Item	38120-A	30" Gravity Sanitary Sewer Pipe (SDR 26-3034, 115 psi or SDR 26-2241, 160 psi), (6'-14' Cut)	LF	617	$375.00	$231,375.00	-$26.25	$348.75	$215,178.75	$345.00	$212,865.00
Section I 20	Item	38125	Sanitary Sewer Manhole, 60" Diameter (0'-6')	EA	23	$13,482.00	$310,086.00	-$943.74	$12,538.26	$288,379.98	$12,500.00	$287,500.00
Section I 20	Item	38127	Extra Depth Manholes, 60" Diameter (greater than 6')	VF	92	$610.00	$56,120.00	-$42.70	$567.30	$52,191.60	$565.00	$51,980.00
Section I 20	Item	38128-A	Sanitary Sewer Manhole, 84" Diameter (0'-6')	EA	1	$32,000.00	$32,000.00	-$2,240.00	$29,760.00	$29,760.00	$29,750.00	$29,750.00
Section I 20	Item	38130-A	Extra Depth Manholes, 84" Diameter (greater than 6')	VF	6	$950.00	$5,700.00	-$66.50	$883.50	$5,301.00	$880.00	$5,280.00
Section I 20	Item	38329	Excavator or Backhoe Crew - Per Crew	DAY	112	$17,976.00	$2,013,312.00	-$1,258.32	$16,717.68	$1,872,380.16	$5,525.00	$618,800.00
							$6,005,915.00			$5,585,500.95		$2,974,713.00

Performance & Payment Bonds (if required): $74,367.83

TOTAL: $3,049,080.83

SPECIAL PROJECT NOTES

1) **WORK TO BE PERFORMED AS DEPICTED IN CONSTRUCTION PLANS PROVIDED FOR DOWNTOWN SEWER REHABILITATION PROJECT (EAST 19TH STREET TO SOUTHEAST WRF) ALTERNATE A. SHEETS G-6 TO G-8.**
2) **ASSESSMENT OF THE LINE SHOWS DEBRIS ALONG THE ENTIRE ROUTE OF THE ALTERNATE A 24-INCH AND 30-INCH PIPELINES. THE ENTIRE LENGTH WILL BE CLEANED OF DEBRIS AS PART OF THIS PROPOSAL.**
3) **CITY TO PROVIDE DUMP SITE FOR DEBRIS REMOVED FROM CLEANING OPERATIONS.**
4) **CITY TO PROVIDE ANY PERMITS NEEDED FOR CONSTRUCTION (IF REQUIRED)**
5) **NOTE ADDITIONAL EXCLUSIONS BELOW.**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. **THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.**

EXCLUSIONS:

SALES TAX AND OCP
PERMITS, BURDENS, FEES
BARRICADES, SIGNS, TRAFFIC HANDLING
SURVEYING
PROVIDING AND/OR PERFORMING ANY TESTING
DEWATERING

TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

RESPECTFULLY SUBMITTED,

FUQUAY, INC.

ACCEPTED BY: _____

COMPANY: _____

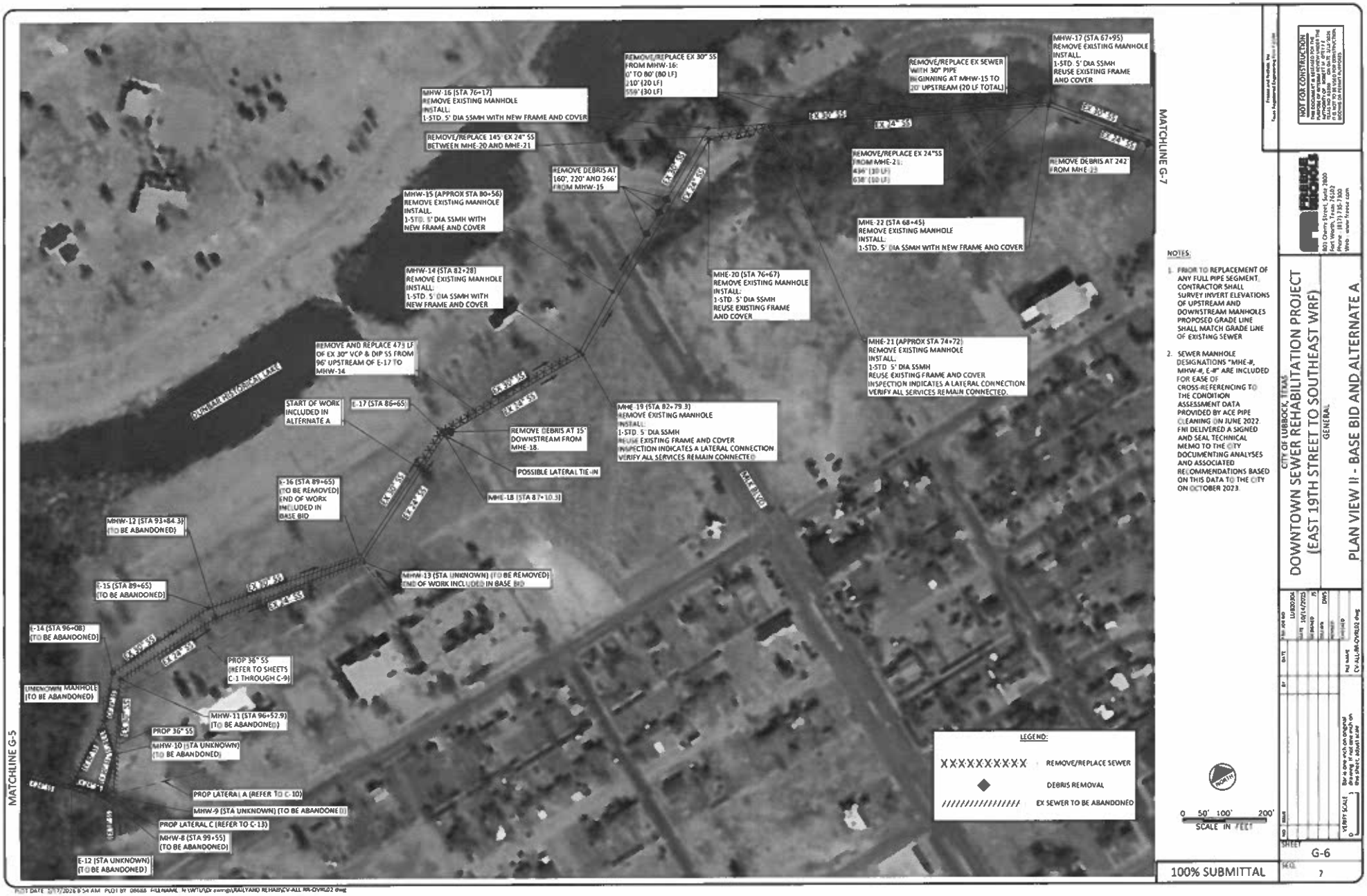
NAME: _____

TITLE: _____

BuyBoard Vendor Contract Information Summary

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

6/8/2026 3:06 PM



NOTES:

1. PRIOR TO REPLACEMENT OF ANY FULL PIPE SEGMENT, CONTRACTOR SHALL SURVEY INVERT ELEVATIONS OF UPSTREAM AND DOWNSTREAM MANHOLES. PROPOSED GRADE LINE SHALL MATCH GRADE LINE OF EXISTING SEWER.
2. SEWER MANHOLE DESIGNATIONS "MHE-#, MHW-#, E-#" ARE INCLUDED FOR EASE OF CROSS-REFERENCING TO THE CONDITION ASSESSMENT DATA PROVIDED BY ACE PIPE CLEANING ON JUNE 2022. FNI DELIVERED A SIGNED AND SEAL TECHNICAL MEMO TO THE CITY DOCUMENTING ANALYSES AND ASSOCIATED RECOMMENDATIONS BASED ON THIS DATA TO THE CITY ON OCTOBER 2023.

100% SUBMITTAL

Printed and Published This Texas Registered Engineering Firm F-2009

HOT FOR CONSTRUCTION

This document is released for the purpose of permitting and construction under the authority of Jason Hoelscher, PE 92443 on 6/2/2026. It is not to be used for bidding or construction purposes.

FREESE NICHOLS

801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Phone (817) 735-7300
Web www.freese.com

CITY OF LUBBOCK, TEXAS

DOWNTOWN SEWER REHABILITATION PROJECT
(EAST 19TH STREET TO SOUTHEAST WRF)
GENERAL

PLAN VIEW II - BASE BID AND ALTERNATE A

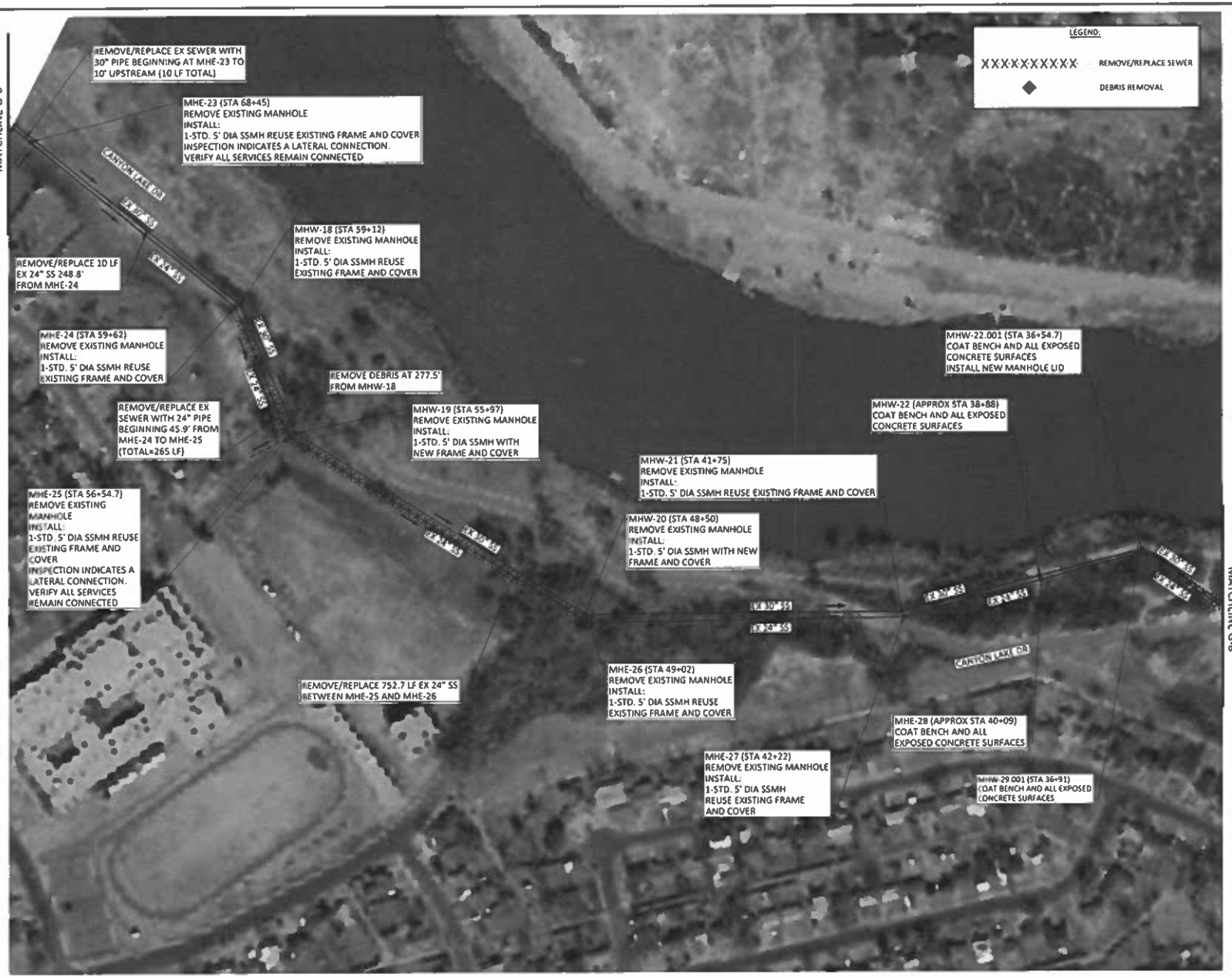
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				DESIGNED	JTS
				DRAWN	DWS
				CHECKED	JTS/HLD
				PM NAME	CV-ALL-RR-OVR02.dwg

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet adjust scale accordingly

SHEET G-6

SHEET NO. 7

PLOT DATE: 6/2/2026 8:54 AM PLOT BY: DBASS FILENAME: N:\WTU\Drawings\RAILYARD REHAB\CV-ALL-RR-OVR02.dwg



NOTES:

1. PRIOR TO REPLACEMENT OF ANY FULL PIPE SEGMENT, CONTRACTOR SHALL SURVEY INVERT ELEVATIONS OF UPSTREAM AND DOWNSTREAM MANHOLES. PROPOSED GRADE LINE SHALL MATCH GRADE LINE OF EXISTING SEWER.
2. SEWER MANHOLE DESIGNATIONS "MHE-#, MHW-#, E-#" ARE INCLUDED FOR EASE OF CROSS-REFERENCING TO THE CONDITION ASSESSMENT DATA PROVIDED BY ACE PIPE CLEANING ON JUNE 2022. FNI DELIVERED A SIGNED AND SEAL TECHNICAL MEMO TO THE CITY DOCUMENTING ANALYSES AND ASSOCIATED RECOMMENDATIONS BASED ON THIS DATA TO THE CITY ON OCTOBER 2023

100% SUBMITTAL

Freese and Nichols, Inc
Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW AND SHALL NOT BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION. IT WAS PREPARED BY JOSHUA D. MCCOY, TEXAS NO. 133261 ON OCT. 31ST 2023. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE ONE STATED HEREON. IT IS NOT TO BE RELIED UPON AS A FINAL DOCUMENT.

FREESE NICHOLS
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Phone (817) 735-7300
Web www.freese.com

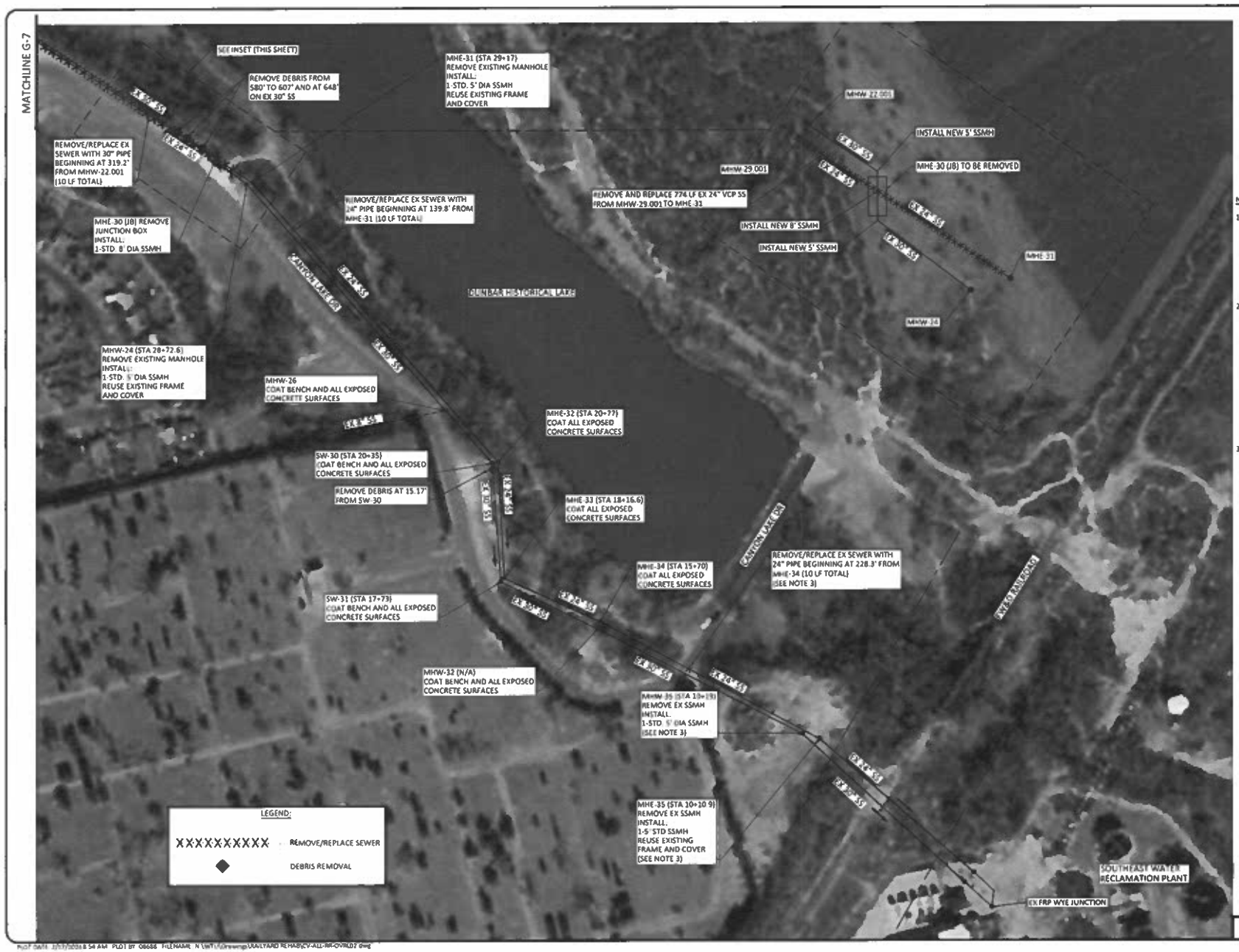
CITY OF LUBBOCK, TEXAS
DOWNTOWN SEWER REHABILITATION PROJECT
(EAST 19TH STREET TO SOUTHEAST WRF)
GENERAL
PLAN VIEW III - ALTERNATE A

NO	BY	DATE	DESCRIPTION
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			DRAWN: MDM
			CHECKED: JDM
			DATE: 10/14/2015
			P.E.
			P.I.C.
			JOB NO. 64820304

VERIFY SCALE
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET G-7
SEQ. 8

PLOT DATE 2/17/2026 8:54 AM PLOT BY GBUSS FILENAME N:\WTU\Drawings\RAU\FARD REHAB\CV-ALL-RR-OVRL02.dwg



NOTES:

1. PRIOR TO REPLACEMENT OF ANY FULL PIPE SEGMENT, CONTRACTOR SHALL SURVEY INVERT ELEVATIONS OF UPSTREAM AND DOWNSTREAM MANHOLES. PROPOSED GRADE LINE SHALL MATCH GRADE LINE OF EXISTING SEWER.
2. SEWER MANHOLE DESIGNATIONS "MHE-#, MHW-#, E-#" ARE INCLUDED FOR EASE OF CROSS-REFERENCING TO THE CONDITION ASSESSMENT DATA PROVIDED BY ACE PIPE CLEANING ON JUNE 2022. FNI DELIVERED A SIGNED AND SEAL TECHNICAL MEMO TO THE CITY DOCUMENTING ANALYSES AND ASSOCIATED RECOMMENDATIONS BASED ON THIS DATA TO THE CITY ON OCTOBER 2023.
3. THE CITY RECENTLY MADE REPAIRS TO THE EXISTING 24- AND 30-INCH SEWER MAINS WHICH CROSS THE FWBD RAILROAD. BEFORE MAKING ANY IMPROVEMENTS IN THIS AREA, VERIFY WITH THE CITY ON LIMITS OF THE PREVIOUS REPAIRS.

100% SUBMITTAL

NOT FOR CONSTRUCTION

Preliminary plans not to be used for bidding or construction purposes. It is the responsibility of anyone using these documents to assure that they are using the most current version. Freese and Nichols, Inc. assumes no responsibility for the completeness of these documents after they have been released for bidding or construction.

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

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Fort Worth, Texas 76102
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Web www.freese.com

CITY OF LUBBOCK, TEXAS
DOWNTOWN SEWER REHABILITATION PROJECT
(EAST 19TH STREET TO SOUTHEAST WRF)
GENERAL
PLAN VIEW IV - ALTERNATE A

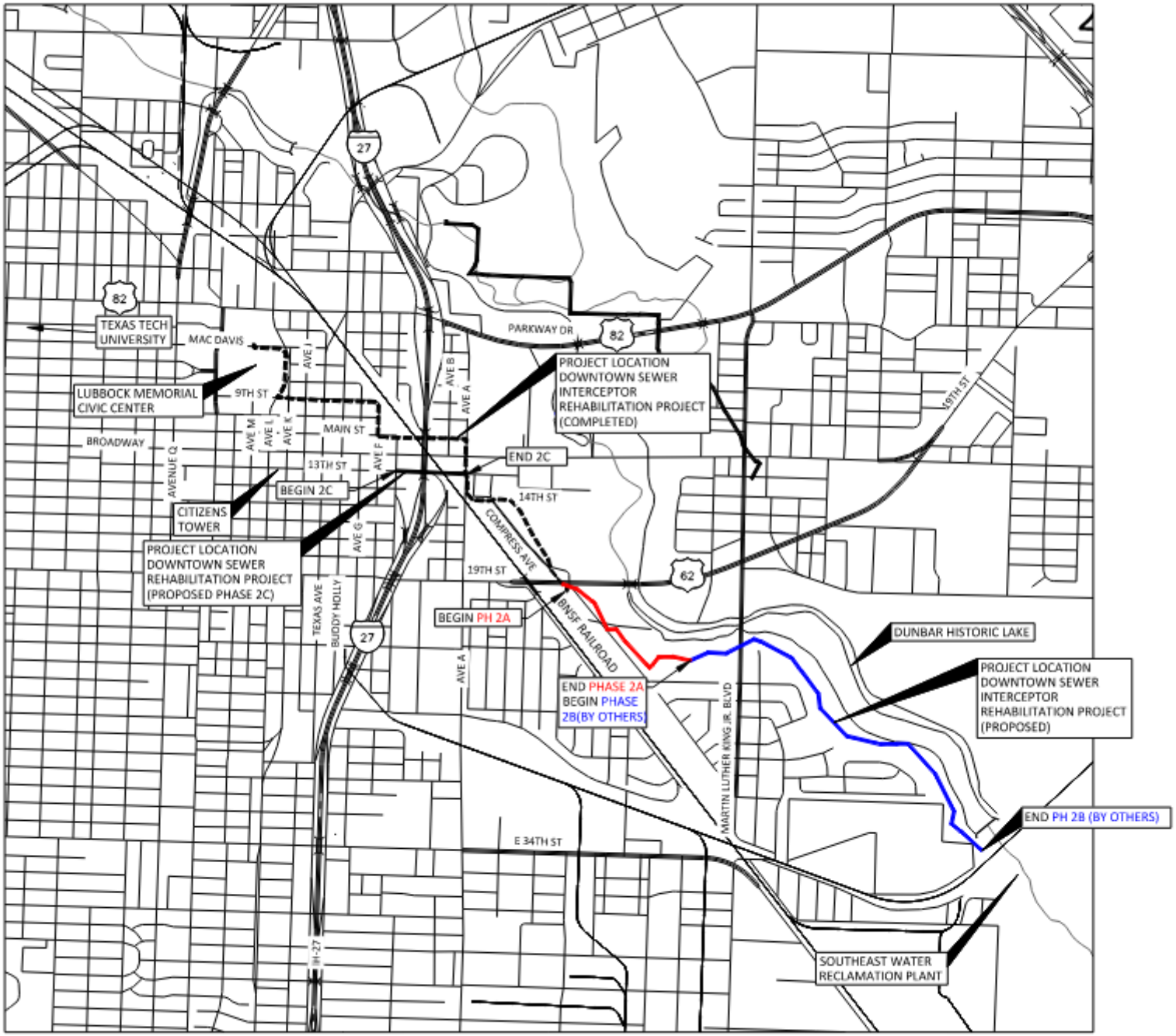
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Date 10/14/2025
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Drawn DMS
Check MG
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Bar is one inch on original drawings. If not one inch on this sheet, adjust scale

VERIFY SCALE
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SEQ. 9

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Downtown Sanitary Sewer Interceptor Rehabilitation - Phase 2B

City of Lubbock
Capital Project
Project Cost Detail
July 14, 2026

Capital Project Number:	8709
Capital Project Name:	Major Sewer Line Condition Assessment and Repair

Encumbered/Expended	**Budget**
Staff Time	$ 626
Agenda Item July 14, 2026	
Contract No. 19729 with Fuquay	3,049,081
Encumbered/Expended To Date	3,049,707
Estimated Cost for Remaining Appropriation	
Major Sewer Line Condition Assessment and Repair - Construction	969,159
Remaining Appropriation	-
Total Appropriation	$ 4,018,866



CIP 8709 Major Sewer Line Condition Assessment and Repair

Upgrades/Major Maintenance

Project Manager: Kerry Koehler - Engineering

Project Scope

This project will provide inspection, cleaning, and point repairs as needed for the existing Downtown Sanitary Sewer Interceptor. A portion of the existing flow in the Downtown Sanitary Sewer Interceptor is now routed into a new interceptor completed with **CIP 92657 - Downtown Sewer Line Replacement**. With the new interceptor completed and flows in the existing interceptor reduced, the existing lines need to be cleaned and inspected with necessary point repairs made. The project will help ensure the downtown area has adequate sewer capacity for existing users and potential new development.

Project Justification

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

Project Highlights

Council Priorities Addressed:
Redevelopment
Community Improvement
Growth and Development
Fiscal Discipline

Project History

- FY 2025-26 $1,000,000 appr. by Ord. 2025-O0112
- FY 2025-26 $3,018,866 appr. by Ord. 2026-O0048

Project Dates

Design Commencement: 08/2026
Construction Commencement: 10/2026
Construction Completion: 10/2028

Project Location

Citywide

Project Appropriations

	Appropriation to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Construction	$4,018,866	$4,650,000	$0	$0	$0	$0	$0
TOTAL	**$4,018,866**	**$4,650,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Project Funding

	Funding to Date	2026 - 27 Budget	2027 - 28 Budget	2028 - 29 Budget	2029 - 30 Budget	2030 - 31 Budget	2031 - 32 Budget
Water/Wastewater Fund Revenue Bonds	$0	$4,650,000	$0	$0	$0	$0	$0
Water/Wastewater Fund Cash	$4,018,866	$0	$0	$0	$0	$0	$0
TOTAL	**$4,018,866**	**$4,650,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Operating Budget Impacts

Description	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	Total
No Impact Anticipated	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

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AI# 14393
Regular City Council Meeting **5. 13.**
07/14/2026:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, and all related documents, between the City of Lubbock, on behalf of the Lubbock Health Department, and Lubbock County, on behalf of the Lubbock County Juvenile Justice Center, related to the Substance Use Service Assistance Network, to link priority populations with treatment services.

Item Summary

The intent of this Memorandum of Understanding (MOU) is to collaborate and coordinate efforts through the Substance Use Service Assistance Network ("S.U.S.A.N"). Lubbock County will act as a partner agency with the City, to link priority populations with treatment services, information, and resources for substance use, as well as co-occurring mental health and medical services.

Partner agencies working with the City through S.U.S.A.N, increase access, linkage, and retention to necessary substance use, mental health, medical services and resources for individuals meeting eligibility criteria established by the City of Lubbock Health Department.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution
Memorandum of Understanding

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 ("MOU") related to the Substance Use Service Assistance Network, by and between the City of Lubbock, on behalf of its Health Department and Lubbock County, on behalf of the Lubbock County Juvenile Justice Center. Said MOU 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

Memorandum of Understanding
Substance Use Service Assistance Network ("S.U.S.A.N.")

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Lubbock, acting by and through its Health Department (the "City") and Lubbock County acting by and through the Lubbock County Juvenile Justice Center (the "County"), (each a "Party" and collectively, the "Parties").

The Parties agree to collaborate with each other under this MOU as follows:

I. PURPOSE:

This MOU sets forth and reflects the Parties' intent to collaborate and coordinate efforts through the Substance Use Service Assistance Network ("S.U.S.A.N"). The County shall act as a partner agency with the City to link priority populations with treatment services, information, and resources for substance use, co-occurring mental health, and medical services. Partner agencies working with the City through S.U.S.A.N. help to increase access, linkage, and retention to necessary substance use, mental health, medical services and resources for individuals meeting eligibility criteria established by the City of Lubbock Health Department.

II. ROLE OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

a. Assist individuals who desire change to build a foundation for their recovery, by addressing:

   i. behavioral health disparities in the program service area;
   ii. increased opportunities for substance users, including opioid users, to reduce harms related to substance use; and
   iii. increased retention in substance use, mental health, and medical services.

b. Depending on the program, the City may establish eligibility criteria for any services provided pursuant to this MOU based on a variety of factors which may include: financial need, grant funding program requirements (if applicable), whether an individual resides within the City limits of Lubbock, and the availability of staff and resources. The City reserves the right to modify any eligibility criteria which may be established for any particular program at its option.

III. ROLE OF THE LUBBOCK COUNTY JUVENILE JUSTICE CENTER:

a. Refer individuals who use substances and are seeking care or resources, including but not limited to adults and youth, and populations who: are marginalized or stigmatized, are experiencing housing instability or homelessness, inject substances, live with or are at risk of Hepatitis C (HCV) or Human Immunodeficiency Virus (HIV), are in need of medical and/or mental health services, experience greater barriers to entering treatment or recovery services, and those who are seeking to enhance and maintain their recovery from substance use disorders through available resources within the S.U.S.A.N. Network.

b. At appropriate times, invite the S.U.S.A.N. Program to perform outreach during events at County's facility to inform priority populations of available services, resources and support.

c. Include the S.U.S.A.N. Program in clients' long-term recovery and discharge plans to allow for additional case management and support.

d. Meet with S.U.S.A.N. caseworkers on a regular basis to discuss available resources and services.

IV. **TERM:**

The term of this MOU is one (1) year, commencing with the effective date and may be extended for successive one (1) year terms by written agreement of the parties. This MOU may be terminated by either party upon thirty (30) days prior written notice to the other party.

V. **CONFIDENTIALITY/PRIVACY**:

The Parties agree to coordinate services, as set forth in this MOU, in a manner that complies with federal and state privacy laws including confidentiality requirements specific to the care of minors.

VI. **RELATIONSHIP OF THE PARTIES:**

Neither this MOU, nor any activities described herein, shall be construed as creating a joint venture, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.

VII. **NO OBLIGATION**:

This MOU is not an obligation or commitment of funds by either Party and does not create any contractual obligation or commitment by any signatory or other person.

IN WITNESS WHEREOF, the undersigned Parties execute this MOU, effective as of the date last signed.

CITY OF LUBBOCK

Mark W. McBrayer Date
Mayor

LUBBOCK COUNTY

6/8/2026

Curtis Parrish Date
County Judge

ATTEST:

Courtney Paz — Date
City Secretary

Phillip Hays, District Judge — Date
Juvenile Board Chairman

APPROVED AS TO CONTENT:

Katherine Wells 6/15/26
Katherine Wells — Date
Director of Public Health

William A. Carter, II 5/28/2026
William A. Carter, II — Date
Director/Chief Juvenile Probation Officer

APPROVED AS TO FORM:

Rachael Blansett 6/10/26
Rachael Blansett — Date
Assistant City Attorney

Marlise Boyles — Date
Civil Division, Lubbock County Criminal District
Attorney's Office

AI# 14399
Regular City Council Meeting **5. 14.**
07/14/2026:

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 19662, with Otis Elevator Company, for elevator preventative maintenance and inspection services.

Item Summary

Contract 19662 provides for City Elevator Preventative Maintenance and Inspection Services utilizing OMNIA Cooperative Contract Number 2019001563 with OTIS Elevator Service expiring on September 30, 2029. Preventative Maintenance and Inspection Services for City owned and maintained elevators at various City Facilities.

Fiscal Impact

Contract 19662 is funded in the following Cost Centers, according to the location of the elevator equipment.

- 1611.8203 Facilities Management Heavy Movable Equipment
- 4813.8221 City Civic Center Building Maintenance
- 6345.8221 Water Treatment Plant Building Maintenance
- 4615.8302 Airport Operations Repair and Maintenance

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Mark Zavicar, Facilities Management Director

Attachments

Resolution Contract 19662
Contract 19662 Elevator Srv

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 19662 for elevator preventative maintenance and inspection services and related products and services in accordance with the Otis OMNIA Coop Contract #OMNIA Cities/90C, by and between the City of Lubbock and Otis Elevator Company, Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

Contract No. 19662

CITY OF LUBBOCK, TX
Elevator Preventative Maintenance & Inspection Services

This Contract No. 19662 ("Agreement") is made and entered into this 14 day of July, 2026, ("Effective Date") by and between the City of Lubbock ("City"), and Otis Elevator Company ("Contractor"), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties enter into this Agreement in accordance with Section 791.001 of the Texas Government Code, to obtain the benefits and efficiencies that can accrue to members of a purchasing cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services; and

WHEREAS, Contractor desires to perform as an independent contractor to provide preventative maintenance and inspection services for City of Lubbock elevators, consistent with the terms and conditions maintained in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following documents and exhibits, which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes:

1. This Agreement
2. Exhibit A – City of Lubbock Elevator List
3. Exhibit B – Vendor Proposal
4. Exhibit C – OMNIA Contract Cities/90C
5. Exhibit D – Insurance Requirements

In the event of any conflict between the terms and conditions of the incorporated exhibits and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

Scope of Work

Contractor shall provide preventative maintenance and inspection services ("Services") for City of Lubbock Elevators on an as-needed basis (*See* Exhibit A). The city does not guarantee any specific amount of compensation under this Agreement.

1. This Agreement for Services shall have an initial term of three (3) years. It will automatically renew for successive two (2) -year terms unless terminated by either party by providing written notice to the other party at least ninety (90) days, but no more than one hundred twenty (120) days, prior to the end of the then-current term.
2. Contractor agrees to maintain the required insurance coverage during the term of this Agreement including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Agreement or the Agreement may be terminated for non-compliance.

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3. Contractor shall use commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance industry standards and practices.

4. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on 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 date of termination.

6. Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to supplying any goods or performing any services pursuant to this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. Contractor shall not assign, sublet, transfer or encumber any rights, duties, obligations or interests under this Agreement without the prior written consent of the City.

7. This Agreement is subject to all present and future laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of competent jurisdiction in Lubbock County, Texas, exclusively.

8. At any time during the term of the Agreement, 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 Agreement. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

9. Contractor acknowledges by supplying any 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 additional associated documents and any amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

10. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

11. The requirements of Subchapter J, Chapter 552 of the Texas Government Code may apply to this Agreement and Contractor agrees that this Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

    To the extent Subchapter J, Chapter 552 of the Texas Government Code applies, Contractor agrees to: (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body for the duration of the Agreement;

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

12. State Law Contract Requirements:

(i) Pursuant to Section 2271.002 of the Texas Government Code, Contractor 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 this Agreement;

(ii) Pursuant to Section 2252.152 of the Texas Government Code, Contractor certifies that it is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2252.153;

(iii) Pursuant to Section 2274.002 of the Texas Government Code, Contractor certifies that it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or that the verification required by this section does not apply to the Agreement; and

(iv) Pursuant to Section 2276.002 of the Texas Government Code, Contractor certifies that it does not, and will not for the duration of the Agreement, boycott energy companies or that the verification required by this section does not apply to the Agreement.

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

14. Notwithstanding any other provision to the contrary, Contractor agrees to indemnify the indemnitees only for losses due to personal injury, or property damage to the extent caused by Contractors negligence, or the negligence of Contractors employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

15. The City reserves the right to exercise any right or remedy afforded 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. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

16. In the event any provision of this Agreement is held to be illegal or invalid, the remaining provisions shall not be affected thereby.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

CITY OF LUBBOCK

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

Signed by:
Mark Zavicar
8C70FBC6AA4841B...

Mark Zavicar, CFM
Director Facilities Management

APPROVED AS TO FORM:

Signed by:
EC66422CA8C648A...

Heather Heinrich, Assistant City Attorney.

CONTRACTOR

BY Signed by: Amanda Haines
FA87A88CD8C5497...
Authorized Representative

Amanda Haines
Print Name

Email: Amanda.Haines@Otis.com
Address:

901Terminal Road,Suite 500 Fort Worth, TX 76106
City, State, Zip Code

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

Exhibit A
City of Lubbock Elevator Pricing
OMNIA Contract Cities/90C

Citizens Tower
1314 Ave K
Lubbock, Texas 79401

*Pricing for these locations will be valid until October 1, 2026.

- **Citizens Tower** (current City Hall) - four (4) units located at 1314 Avenue K.
  1 - Passenger 1 Lobby - OTIS Model: Gen 2 Underslung (Machine # 645531)
  2 - Passenger 2 Lobby - OTIS Model: Gen 2 Underslung (Machine # 645532)
  3 - Service 1 Lobby - OTIS Model: Gen 2 Overslung (Opp. Doors Open) (Machine # 645533)
  4 - Passenger 3 North Annex Hallway - OTIS Model: HydroFit (Machine # 645529)

  Citizens Tower Pricing : $ 2.470.00 Per Month

City of Lubbock Utilities, CoLU
1401 Ave K
Lubbock, Texas 79401

- **City of Lubbock Utilities** (aka Utility Customer Service Center (UCSC) / LP&L Service and Operations Center - one (1) unit located at 1401 Avenue K.
  1 - Passenger Lobby - OTIS Model: HydroFit (Machine # 645530)

  Utilities Pricing : $ 220.00 Per Month

Lubbock Civic Center
1501 Mac Davis Lane
Lubbock, Texas 79401

ELBI 5104

1 - Passenger 1 Lobby – DOVER/EC Model: Pixel (Decal 083184)
2 - Freight 1 Exhibit Hall – DOVER Model: Relay Logic (Decal 024932)
3 - Freight 2 Kitchen – DOVER/EC Model: Pixel (Decal 083186)
4 - ADA Theater Stair Climber – GARAVENTA Model: Express II (Decal 080309)
5 - Stage Theater Lift – (Serial 50594) (Decal 111431)

Lubbock Civic Center Pricing : $1,230.00 Per Month

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

City of Lubbock Elevator Pricing

OMNIA Contract Cities/90C

Lubbock International Airport
6100 N Martin L King Blvd
Lubbock, Texas 79401

ELBI 5103

1 - Passenger – Decal 70091 TK Elevator TAC 32
2 - Passenger – Decal 73065 TK Elevator TAC 32
3 - Passenger – Decal 112561 TK Elevator TAC 32
4 - Passenger – Decal 114536 TK Elevator TAC 32

Lubbock Civic Center Pricing : $880.00 Per Month

Water Treatment Plant
6001 North Guava Avenue
Lubbock, Texas 79403

ELBI 5102

Passenger – Decal 24939 Schindler Model Type MPHII

Water Treatment Pricing : $ 220.00 Per Month

Water Reclamation Plant
3603 Guava Avenue
Lubbock, Texas 79404

ELBI 9697

Passenger – Decal 24941 Dover Model Type DMC – 1 (Currently out of service)

Water Reclamation Pricing : $ 200.00 Per Month

Mahon Library
1306 9th Street
Lubbock, Texas 79410

ELBI 5106

1-Passenger – Decal 24935 TK Elevator Model Type TAC 32
2-Passenger – Decal 80384 TK Elevator Model Type TAC 32

Water Reclamation Pricing : $ 600.00 Per Month

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

EXHIBIT C

Signature Contract

OMNIA CONTRACT # OMNIA Cities / 90C

Signature Service

ACCOUNT NAME & ADDRESS	City of Lubbock 1208 14TH ST LUBBOCK, TX 79401
CUSTOMER NAME & CONTACT INFO	David Castro (806) 775-2272 DavidCastro@mail.ci.lubbock.tx.us

CONTRACT SUMMARY

MAINTENANCE	Overview of your preventative maintenance plan and which parts are included
RELIABILITY & RESPONSIVENESS	Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs
COMMUNICATION	Summary of the many ways for you to communicate with us and receive information from us
SAFETY & ENVIRONMENT	Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment
SCHEDULE & CLARIFICATIONS	Terms and conditions about our regular working hours, insurance coverage and legal requirements
PAYMENT & ACCEPTANCE	Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS	**Price : $SEE ATTACHED EXHIBIT A FOR PRICING- per month, payable annually in advance Duration : three (3) year(s)**
DELIVERING THE PROMISE	*We look forward to delighting you with world class service.*

Otis Elevator Company
M:

For emergencies:
OTISLINE® Customer Care 800.233.6847

3005 50TH STREET
LUBBOCK, TX 79424
otis.com

OTIS

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

Signature Service

Otis Maintenance

5/8/2026

CUSTOMER NAME
City of Lubbock
1208 14TH ST
LUBBOCK, TX 79401

OTIS ELEVATOR COMPANY
3005 50TH STREET
LUBBOCK, TX 79424

PROJECT LOCATION
See Attached Exhibit A for Breakdown

PROPOSAL NUMBER
QTE-002435475

OTIS MAINTENANCE

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number

See Attached Exhibit A for pricing and units

CONTRACT PRICE

The contract gross price is one thousand two hundred thirty dollars ($SEE ATTACHED BREAKDOWN IN EXHIBIT A) per month, payable semi- annually
in advance.
If you select a different payment frequency, please initial next to the additional cost to be applied to your

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Annual Pay	+0%	

TERM & RENEWAL

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

The Commencement Date will be 7/1/2026. Subject to Article 4 of the Elevator Preventative Maintenance & Inspection Services Agreement (the "Agreement"), the initial term of this Contract will be for three (3) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive two (2) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of $5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	$5.00	

AUTOPAY

Visit https://otis.payinvoicedirect.com to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price is subject to increase in response to increases to operational, administrative, labor, and other industry related economic factors. The Contract Price may only be adjusted in accordance with this paragraph not more often than one (1) time per Contract Year and upon no less than ninety (90) days prior written notice to you of the adjustment which shall become effective at the beginning of the then upcoming Contract Year. For instance, you agree that the Contract Price may be increased to account for labor rate plus fringe benefit increases under the International Union of Elevator Contractors as well as other economic factors beyond Otis' reasonable control including increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental regulatory requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to

Docusign Envelope ID: 9FF966C8-886E-8435-80B7-60F870BD3FA9

provide service under this Contract, you agree to permit us to train our personnel on the Units during regular service visits under the Agreement. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

Replacing wire rope and coated steel belts, equalizing the tension on hoisting ropes, resocketing ropes for drum machines, or repairing or replacing conductor cables and hoistway and machine-room elevator wiring is excluded. No service other than that specifically stated as covered is included or intended.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its reasonable discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis using best industry practices.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization. Otis shall provide you with reasonable prior notice of the date and time of field audits that occur outside of a service visit.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service.,

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REPORTS – CUSTOMER PORTAL

We will use the OMMS™ program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date and as may be amended during the term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by

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emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.
Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict: Special Billing Rates- $325 Base Hourly Rate $525 Overtime Hourly Rate at 1.7 and $650.00 for 2.0 Hourly Overtime Rate.

NATIONAL AGREEMENT
To extent applicable this maintenance Contract shall be subject to all the terms and conditions of the National Agreement between Otis and OMNIA Cities / 90C. To the extent applicable the terms and conditions of the National Agreement take precedence over this Contract.

Notwithstanding the foregoing, in the event the National Agreement is terminated prior to the termination of this Contract, this Contract shall continue in full force and effect in accordance with the provisions contained herein.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date and as may be amended during the term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping, provided, however, OTIS shall promptly notify you of any such findings; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture;
(vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet equipment more than fifteen (15) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to

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the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, rust, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others not authorized by OTIS. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis to the maximum extent permitted by law and not otherwise required by law or valid legal process, in which case you will provide notice to OTIS as soon as reasonably practicable under the circumstances unless such notice is prohibited by law or valid legal process. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit upon reasonable prior notice) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

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Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose. Otis shall provide reasonable prior notice of on-site audits that are to occur outside of a service visit.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a reasonably safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions to the maximum reasonable extent, but in no event shall this provision be construed an affirmative obligation to oversee the safety or work of OTIS employees. Should OTIS identify any unsafe or hazardous condition, OTIS will immediately notify you and so that the condition can be corrected and work can continue or be rescheduled as necessary.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, to the extent that you have actual knowledge of the condition, you agree to immediately notify us using the 24- hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units. OTIS shall notify you if it identifies any missing, outdated, or incorrect warning or instruction information.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will take all

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reasonable steps to ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract.

Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment and shall maintain such information in strict confidence and shall immediately notify you of any unauthorized disclosure of such information. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation except to the extent those responsibilities are contracted to OTIS under the Agreement.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and as such may be amended during the term.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract unless such violation is the result of the actions of OTIS, its agents, contactors, or employees. OTIS shall provide prompt notice to you of any violations that are known or discovered by OTIS and of the steps necessary to remediate the violation. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

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In the event of an entrapment, you will call Otis and wait a reasonable time under the circumstances for a trained and licensed elevator mechanic to arrive, except for a medical emergency or other situation endangering health or welfare where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis or otherwise attributable to the negligence or improper performance of work by OTIS under the Agreement.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Except as may be attributable to the negligence or improper performance of work by OTIS under the Agreement and except as otherwise prohibited by law, Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party. This entire provision is subject to the requirement of Article 12 of the Elevator Preventative Maintenance & Inspection Services Agreement.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis except upon written acceptance by OTIS. The parties agree that the terms and conditions contained Elevator

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Preventative Maintenance & Inspection Services Agreement and as further defined herein will exclusively govern the services to be provided except as may be amended in writing by the mutual agreement of both Parties.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a known dangerous condition or malfunction, or for a Unit that has a known dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide reasonably safe access for OTIS to perform work under this Contract;

(4) failure to remove hazardous waste of which you have actual knowledge or within a reasonable time after notice to you by OTIS; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or

(7) failure to correct Elevator Code violations after receipt of notice from OTIS of such violations. In the event of a material breach by you, Otis shall provide notice to you and reasonable opportunity to cure, and in the event such breach is not cured within a reasonable time under the circumstances, OTIS shall be entitled to suspend the affected Units or terminate service upon thirty (30) days written notice to you without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

Contract is terminated for your material breach or for any reason other than our own default, you agree to diately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of ontract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination d be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a nable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the that may result from such premature termination or material breach of this Contract

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to allow the new owner to assume your obligations under this Contract.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, unanticipated extreme weather or traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Except as otherwise prohibited by law and other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

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INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain, at a minimum, the insurance required by Exhibit D to the Elevator Preventative Maintenance & Inspection Services Agreement.

CERTIFICATES

OTIS shall furnish to you a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law, including the requirements set forth in Article 12 of the Elevator Preventative Maintenance & Inspection Services Agreement, or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

The Elevator Preventative Maintenance & Inspection Services Agreement constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' reasonable discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations. Notwithstanding the foregoing, if any provision of the Agreement or this Contract is determined by OTIS or held by a court or entity having jurisdiction over the work hereunder to be illegal or invalid, the remaining
provisions shall not be affected thereby and shall remain in full force and effect.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations

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to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis and will not be effective as to you unless initialed by an authorized representative of you.

SUBMITTED BY: LESLIE POLLARD
TITLE: Specialist, Business Development
E-MAIL: LESLIE.POLLARD@otis.com

Accepted in Duplicate

City of Lubbock	Otis Elevator Company
Date:	Date: 7/8/2026
Signed:	Signed: Signed by: Amanda Haines FA87A88CD0C5497...
Print Name:	Print Name: Amanda Haines
Title:	Title: Sr Manager & GM, Ft Worth
Email:	Email: Amanda.Haines@otis.com

Company Name: City of Lubbock

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent Signed by: Mark Zavicar 8C70FBC6AA4841B...

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BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: City of Lubbock	Name: David Castro
Address: 1208 14TH ST	Phone Number: (806) 775-2272
Address 2:	Email: DavidCastro@mail.ci.lubbock.tx.us
City: LUBBOCK	Email Address for Invoice Delivery:
State: Texas	Email Address for Statement Delivery (if different from above):
Zip Code: 79401	

TAX STATUS

Are you tax exempt? (Check one)	Yes	No

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?	Yes	No

If yes to above, please provide contact for PO renewal:

Name: _____

Phone: _____

Email Address: _____

Purchase Order Expiration Date: _____

Purchase Order Number: _____

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)			

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NON-CONTRACTUAL SERVICES

	Yes	No
Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)		No

	PO#	Value
If providing a blanket PO, please provide PO# and value:		No

WORK ORDER MANAGEMENT

	Yes	No
Do you require enrollment in a workorder management system?		No

Please provide system name: _____

CERTIFICATE OF INSURANCE

	Yes	No
Do you require a certificate of insurance?	Yes	

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name: City of Lubbock

Certificate Holder Address: 1314 Avenue Q, Lubbock Texas 79401

Email address for delivery of certificate:

(If not provided, the certificate will be sent out via standard mail to the certificate holder address) _____

	Yes	No
Do you require upload of your certificate to a third party site?		No

If yes, please provide site name: _____

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Otis ONE™ Solution

Signature Service

CUSTOMER NAME
City of Lubbock

CUSTOMER ADDRESS
1208 14TH ST
LUBBOCK,TX79401

BUILDING NAME
Lubbock Memorial Civic Center
1501 Mac Davis Lane
Lubbock, TX 79401

Quote Number
QTE-002435475

Otis ONE™ RIDER TO OTIS MAINTENANCE CONTRACT

Otis will provide the digital services selected below ("DIGITAL SERVICES") in accordance with the terms and conditions of this rider ("RIDER"). This RIDER, including all exhibits and appendices hereto which are incorporated as a binding part of this RIDER, supplements the existing maintenance services currently provided by Otis to City of Lubbock on the subject equipment ("CUSTOMER EQUIPMENT") pursuant to the maintenance contract(s) ("MAINTENANCE CONTRACT"). In the event of a conflict, the terms of this RIDER shall govern any rights or obligations relating to DIGITAL SERVICES Otis provides to CUSTOMER.

SECTION 1 – PRODUCT OVERVIEW AND SCHEDULE OF EQUIPMENT

1.1 OTIS ONE™ PACKAGES

☐ **Otis ONE™ Prime – $15 / month /unit**

Otis ONE™ Prime is an IoT platform for connected elevators that provides customers access to real-time information, proactive communication, and predictive insights via the Customer Portal.

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Otis ONE™ Pro includes all the features of Otis ONE™ Plus in addition to voice, video and text-based communication services. Otis ONE™ Pro includes the communication system required to comply with IBC 3001.2-2018 and ASME A17.1-2019 codes for the hearing and speech impaired. eView™ is an infotainment service exclusive to Otis ONE™ Pro that enhances the passenger experience by providing news, weather, and sports content on the screen inside the elevator.

1.2 AUTHORIZED PERSONNEL STATION

An authorized personnel station allows authorized personnel to communicate with trapped passengers in elevators equipped with Otis ONE™ Plus with Voice or Otis ONE™ Pro. Authorized personnel can speak to passengers and when the elevator is equipped with Otis ONE™ Pro, view a live video feed from inside the elevator and communicate with passengers via text messaging.

☐ **Otis-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using an Otis provided tablet PC. If selected by customer, a supplemental proposal will be provided for the material and installation of the station.

☐ **Customer-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using their own computer hardware. Requires PC with speaker, microphone and Chrome browser. There is no additional cost for a customer-provided authorized personnel station.

1.3 SCHEDULE OF EQUIPMENT

OTIS proposes to install and enable IoT Services as defined above on the EQUIPMENT specified below subject to a final survey and approval by OTIS. If, in OTIS' judgment installation and enabling of IoT Services on the EQUIPMENT is not feasible, then OTIS may, upon prior written notice of not less than thirty (30) days, terminate this RIDER immediately.

Quote Number	Machine Number	Customer Designation	Otis ONE™ Package
QTE-002435475	H42257	large freight	Plus
QTE-002435475	H42254	stage lift	Plus
QTE-002435475	H42258	service freight	Plus
QTE-002435475	H42256	LULA	Plus
QTE-002435475	H42255	passenger	Plus

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1.4 LOCATION OF THE EQUIPMENT

Address:
Lubbock Memorial Civic Center, 1501 Mac Davis Lane Lubbock, TX 79401

SECTION 2 – TERM, RENEWAL AND RIDER PRICE

2.1 TERM & RENEWAL

The Commencement Date of this RIDER shall be the day that the IoT Services are commissioned and the duration of the term shall be equal to the remainder of the term under the current applicable MAINTENANCE CONTRACT for the corresponding EQUIPMENT identified in Section 1.2. This RIDER shall automatically renew for a term equal to the renewal term of the corresponding MAINTENANCE CONTRACT for the subject EQUIPMENT. Customer may cancel the Otis ONE™ subscription at any time by providing OTIS with a 90-day written notice with the intent to cancel. The termination of this RIDER shall have no effect on the MAINTENANCE CONTRACT.

2.2 RIDER PRICE

The installation fee is $10,000.00 for the Otis ONE™ packages selected in Section 1.1. If an emergency personnel station is required by code or an authorized personnel station has been selected by the customer in Section 1.2, a supplemental proposal will be provided or the specific cost for these stations will be provided in this proposal.
The subscription fee is $300 per month for the Otis ONE™ packages selected in Section 1.1.

This subscription fee will increase if (i) Otis' out-of-pocket costs to provide the DIGITAL SERVICES increase but only to the extent of the increase and only upon fifteen (15) days prior written notice or (ii) new functionality, features, and/or technologies are offered (other than as selected herein) and are selected by CUSTOMER. The contract value shall be adjusted annually on the Commencement Date in accordance with the increase in the cost of performance of the DIGITAL SERVICES.

Discounts of any type, if any, set forth in the underlying MAINTENANCE CONTRACT shall not apply to the price for the DIGITAL SERVICES set forth in this RIDER.

SECTION 3 – GENERAL TERMS AND CONDITIONS OF IOT SERVICE

3.1 DIGITAL EQUIPMENT

Otis may use and/or install any device and software necessary to provide the DIGITAL SERVICES (e.g., sensors, cameras, remote monitoring devices, communication devices)("DIGITAL EQUIPMENT"). CUSTOMER grants Otis access to CUSTOMER's building(s) upon reasonable prior notice and at reasonable times so as to minimize disruption to the regular business activities of Customer to install the DIGITAL EQUIPMENT and to use CUSTOMER's electricity for the DIGITAL EQUIPMENT.

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The DIGITAL EQUIPMENT shall remain Otis's property, except for DIGITAL EQUIPMENT pre-installed on CUSTOMER EQUIPMENT or sold to CUSTOMER under a separate contract. CUSTOMER allows Otis to use all DIGITAL EQUIPMENT for providing the DIGITAL SERVICES. The DIGITAL EQUIPMENT shall only be used by authorized Otis personnel and exclusively in connection with the CUSTOMER EQUIPMENT on which it was originally installed. Conditioned upon CUSTOMER's compliance with the terms this RIDER, Otis grants to CUSTOMER a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the DIGITAL EQUIPMENT for use in relation to the provision of the DIGITAL SERVICES by Otis. CUSTOMER will keep the software resident in the DIGITAL EQUIPMENT in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.

When this RIDER ends, Otis may, at its reasonable discretion, disable and/or remove, after reasonable prior written notice to Customer, either remotely or via onsite visit, any DIGITAL EQUIPMENT owned by Otis. CUSTOMER shall provide Otis with access to CUSTOMER's building(s) in order in order to facilitate the foregoing.

3.2 SCOPE OF WORK

Otis' subscription service obligations hereunder do not include the provision of any work related to the DIGITAL EQUIPMENT (and its parts), including, but not limited to, repair or replacement due to normal wear and tear or due to any cause beyond Otis' control (e.g., vandalism, abuse, misuse, neglect, force majeure events, obsolescence of parts and/or software, accidents not caused by Otis). In its sole discretion, Otis may provide software updates, patches or bug fixes, and may use new or refurbished components of comparable quality.

3.3 EVALUATE REMOTELY AND ONSITE

CUSTOMER shall grant Otis remote and onsite access to its building(s) after reasonable and agreement of Customer in order to evaluate the CUSTOMER EQUIPMENT, provide solutions and updates, gather data, and make changes to system configurations and hardware. If diagnostics indicate a need for onsite service or other corrective actions, the terms of the MAINTENANCE CONTRACT are exclusively applicable to the provision of such onsite service. CUSTOMER shall provide all reasonable assistance to Otis necessary to:

a) prevent or mitigate any cyber security threats or any unauthorized use of CUSTOMER EQUIPMENT or DIGITAL EQUIPMENT, and

b) follow Otis' reasonable instructions to that end and comply with any applicable regulatory provisions.

3.4 DATA OWNERSHIP

Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under this RIDER.

"CUSTOMER DATA": personal information and/or application usage data combined with personal information that Otis receives from CUSTOMER or its end users, has access to, or otherwise processes for or on behalf of CUSTOMER in connection with this RIDER.

Customer retains ownership of its Dasta hereunder, and OTIS will maintain such Data in strict confidence and immediately notify Customer of any unauthorized disclosure or Data breach impacting Customer's Data.

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The following data shall remain the property of Otis: all data (i) related to and generated by the CUSTOMER EQUIPMENT and DIGITAL EQUIPMENT, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from CUSTOMER Data that cannot reasonably be manipulated to identify any individual.

SECTION 4 – LIABILITY, DATA PRIVACY & SECURITY & DATA OWNERSHIP

4.1 OTIS' LIABILITY

EXCEPT TO THE EXTENT OTHERWISE PROHIBITED BY LAW, NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, NEITHER PARTY, NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Otis only warrants that it has good title to the DIGITAL EQUIPMENT.

4.2 DATA PRIVACY & SECURITY

The DIGITAL EQUIPMENT and/or DIGITAL SERVICES provided under this RIDER may result in the collection of personal identifiable information. Except as may be required by law, judicial order, or process, or the Texas Public Information Act, Texas Government Code Section 552.001, *et. seq*., When a party provides to the other party such personal identifiable information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such information and will only use such personal information for providing the DIGITAL SERVICES and for no other purposes and will use be industry practices to protect the confidentiality of the other Party's information.

SECTION 5 – TERMINATION

OTIS SHALL BE ENTITLED TO TERMINATE THIS RIDER ON NO LESS THAN FIFTEEN (15) DAYS WRITTEN NOTICE AND OPPORTUNITY TO CURE IF ANY OF THE FOLLOWING EVENTS OCCUR:

- **a)** In Otis' judgment, installation, operation, and enabling of DIGITAL EQUIPMENT on CUSTOMER EQUIPMENT is not feasible;
- **b)** Without Otis' consent, any work upon the DIGITAL EQUIPMENT is undertaken by anyone other than Otis;
- **c)** CUSTOMER refuses or fails to carry out work or replacement falling outside the scope of this RIDER and/or the MAINTENANCE CONTRACT, within a reasonable period of time after

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written notice from Otis that such work or replacement is necessary for providing the DIGITAL SERVICES;

d) CUSTOMER fails to pay any monies due under this RIDER and/or the applicable MAINTENANCE CONTRACT within thirty (30) days of their becoming due; or

e) CUSTOMER breaches any material part of this RIDER, provided that such termination shall be effective ten (10) days following the date of written notice thereof to CUSTOMER, if CUSTOMER has not fully cured the cause and purged the effect of such breach within said ten (10) day period.

Neither party shall be held liable if it fails to comply with this RIDER due to a cause that is beyond its reasonable control and that could not reasonably be foreseen when this RIDER was signed. The following events are a non-exclusive list of such causes: national or local government emergency directives, wars, pandemics, strikes, terrorism, cybercrime, riots, natural disasters, and unavailability of telecommunication and information systems. The affected party may terminate this RIDER by giving 30 days prior written notice to the other party.

SECTION 6 – WORK BY OTHERS

The following specifications must be met and the work shall be performed by others.

Otis ONE™ Plus - Provide dedicated 125 volt, 15 ampere single-phase power supply with a fused SPST disconnect switch or circuit breaker, per group of elevators in the same location as the 3-phase elevator disconnect. This disconnect or breaker shall be capable of being locked in the open position per National Electrical Code.

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Signature Service

Please provide the names and email addresses of those who require access to the Otis ONE™ Customer Dashboard :

Name	Email Address	Phone Number

OTIS ONE™

City of Lubbock	Otis Elevator Company
Date:	Date: 7/8/2026
Signed:	Signed: Signed by: Amanda Haines FA87A88CD0C5497...
Print Name: Mark McBrayer	Print Name: Amanda Haines
Title: Mayor	Title: Sr Manager & GM, Ft Worth
Email:	Email: Amanda.Haines@otis.com

Company Name: City of Lubbock

Signed by: Mark Gaucar 8C70FBC6AA4841B...

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent
(Name of Principal or Owner)

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ELEVATOR SERVICES, REPAIR, MAINTENANCE, INSPECTION/TESTING, PARTS, AND MODERNIZATION
Executive Summary

Lead Agency: University of California

Solicitation: #000289-APR2018

RFP Issued: April 24, 2019

Pre-Proposal Date: May 3, 2019

Response Due Date: June 3, 2019

Proposals Received: 8

Awarded to: Otis Elevator Company

The University of California Office of the President issued RFP #000289-APR2018 on April 24, 2019, to establish a national cooperative contract for Elevator Services, Repair, Maintenance, Inspection/Testing, Parts, and Modernization.

The solicitation included cooperative purchasing language in Sections D:

> The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUsource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

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On June 3, 2019 proposals were received from the following offerors:

- Van Deusen & Associates, Inc.
- Kone Inc.
- Otis Elevator Company
- Smartrise Engineering
- Liftech Elevator Services, Inc.
- Amtech
- Lerch Bates
- National Elevator Inspection Service

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, Lerch Bates, Smartrise Engineering and National Elevator Inspection Service. The University of California completed negotiations and made successful contract awards with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, and Lerch Bates.

The University of California, OMNIA Partners, Public Sector and Otis Elevator Company successfully negotiated a contract, and the University of California executed the agreement with a contract (#2019001563) effective date of October 1, 2019.

Contract includes:

- Otis Maintenance Management Systems (OMMS)
- Otisline – 24x7 call center
- Remote Elevator Monitoring (REM)
- National Engineering Resources
- Modernization of existing elevators
- e-Service
- Comprehensive Parts Inventory
- Training for national account customers
- Additional services including; Account Assessment, Communication and Coordination with Local Otis Offices, Specialized Reporting, Problem Resolution and Capital Spending Planning and Review

Term:

Initial five (5) year agreement from October 1, 2019 through September 30, 2024 with the option to renew for five (5) additional one (1) year periods through September 30, 2029.

Pricing/Discount:

See pricing files
Pricing matrix by state
Volume tier discounts

OMNIA Partners, Public Sector Web Landing Pages:
https://www.omniapartners.com/publicsector/contract/supplier-contracts/otis

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Exhibit D

City of Lubbock, TX

Insurance Requirements

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

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

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

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

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

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

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).
Automobile Liability Requirements: $1M/occurrence is needed
Workers Compensation Requirements: Statutory.
Employer’s Liability: $1M/occurrence
* 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.

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IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

AI# 14369
Regular City Council Meeting **5. 15.**
07/14/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the Mayor to execute Contract 19561 and related documents, with West Texas Services, Inc. dba Tom's Tree Place for Bell Farms Public Improvement District (PID) Landscape Maintenance Agreement.

Item Summary

Staff issued a Request for Proposals (RFP) for the landscape maintenance of the Bell Farms PID parks and public spaces.

In response to RFP 26-19561-KM, the following proposals were received.

Contractor	Amount
SRH Landscapes, LLC, Lubbock, Texas	$236,850
West Texas Services, Inc. dba Tom's Tree Place, Lubbock, Texas	$276,000
Promise Solutions, Inc., Edinburg, Texas	$276,000

The proposals were evaluated according to the following criteria, totaling 100 Points:

- 30 Points – Price
- 50 Points – Qualifications/Experience
- 20 Points – Project Approach

After the proposals were evaluated, the following ranking was obtained.

Contractor	Points (Out of 100)
West Texas Services, Inc. dba Tom's Tree Place, Lubbock, Texas	89.08
SRH Landscapes, LLC, Lubbock, Texas	85.67
Promise Solutions, Inc., Edinburg, Texas	45.18

Staff recommends awarding the contract to the highest ranked proposer, West Texas Services, Inc. dba Tom's Tree Place of Lubbock, Texas, for $276,000.

The contract term is for one year, with the option of 4, one-year renewals.

Fiscal Impact

Contract 19561 for $276,000, is funded in the Bell Farms PID's Annual Service and Assessment Plan, as approved by the City Council.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director
Bell Farms PID Advisory Board

Attachments

Resolution-Bell Farms Pid Landscaping Contract

Contract 19561(c) - West Texas Services, Inc. dba Toms Tree Place

Project Summary Sheet - Bell Farms Pid Landscaping

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Service Contract No. 19561, for Bell Farms Public Improvement District (PID) Landscape Maintenance, as per RFP 26-19561-KM, by and between the City of Lubbock and West Texas Services, Inc., dba Tom's Tree Place, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____ for
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Matthew L. Wade, City Attorney

ccdocsII/RES.Service Contract No. 19561 Tom's Tree Place Bell Farms PID
6.29.26

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Contract 19561

City of Lubbock, TX
Bell Farms Public Improvement District (PID) Landscape Maintenance Agreement

This Service Contract (19561) ("Agreement") is entered into as of the _____ day of _____, 2026, ("Effective Date") by and between the City of Lubbock ("City") and West Texas Services, Inc. dba Tom's Tree Place ("Contractor"), each individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City issued a Request for Proposals for Bell Farms PID Landscape Maintenance Agreement, duly advertised as RFP 26-19561-KM ("RFP"); and

WHEREAS, multiple proposals submitted by responsible offerors were determined to be the most advantageous to the City, considering the relative importance of evaluation factors included in the RFP; and

WHEREAS, based on the foregoing, the proposal submitted by the Contractor has been selected as the proposals which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Bell Farms PID Landscape Maintenance Agreement, pursuant to the terms and conditions maintained in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Price Proposal Sheet
4. Exhibit C – Insurance Requirements

In the event of any conflict between the terms and conditions of Exhibits A, B or C and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

Scope of Services

Contractor shall provide and perform Bell Farms PID Landscape Maintenance Agreement on an as-needed basis. Exhibit A – General Requirements more specifically describes the services to be performed hereunder. The City does not guarantee any specific amount of compensation, volume, or minimum amount of services under this Agreement.

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1. This Agreement shall be for an initial term of one (1) year, with the option of four (4), one (1) year extensions, with said date of the initial term beginning upon the Effective Date. This Agreement will renew automatically for the additional terms, unless either Party gives thirty (30) days written notice to terminate the Agreement. City or Contractor may terminate this Agreement at any time and for any reason upon providing the other Party with thirty (30) days written notice of termination.

2. Contractor agrees to maintain the required insurance coverage during the term of this Agreement including any extensions. Contractor further agrees to ensure that valid insurance is on file with the City's Purchasing and Contract Management Department as required by this Agreement or the Agreement may be terminated for non-compliance.

3. Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate. Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current Agreement period. If an adjustment to pricing is granted under this section, the Contractor must provide the Director of Purchasing and Contract Management written, quarterly documentation to justify the ongoing adjustment. If no such documentation is timely received, the rate will automatically revert to the initial, awarded rate.

4. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on 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 date of termination.

5. This Agreement shall remain in effect until the first of the following occurs: the expiration date or termination by either Party with a thirty (30) day written notice.

6. Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to supplying any goods or performing any services pursuant to this Agreement. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Contractor shall not assign, sublet, transfer or encumber any rights, duties, obligations or interests under this Agreement without the prior written consent of the City.

8. This Agreement is subject to all present and future laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of competent jurisdiction in Lubbock County, Texas, exclusively.

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9. At any time during the term of the Agreement, 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 Agreement. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. Contractor acknowledges by supplying any 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 additional associated documents and any amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

11. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

12. The requirements of Subchapter J, Chapter 552 of the Texas Government Code may apply to this Agreement and Contractor agrees that this Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

13. State Law Contract Requirements:

    (i) Pursuant to Section 2271.002 of the Texas Government Code, Contractor 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 this Agreement;

    (ii) Pursuant to Section 2252.152 of the Texas Government Code, Contractor certifies that it is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2252.153;

    (iii) Pursuant to Section 2274.002 of the Texas Government Code, Contractor certifies that it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or that the verification required by this section does not apply to the Agreement; and

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(iv) Pursuant to Section 2276.002 of the Texas Government Code, Contractor certifies that it does not, and will not for the duration of the Agreement, boycott energy companies or that the verification required by this section does not apply to the Agreement.

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

15. The Contractor shall indemnify and hold harmless the City of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this Agreement and/or the use or occupation of city-owned property. The indemnity obligation provided herein shall survive the expiration or termination of this Agreement.

16. The City reserves the right to exercise any right or remedy afforded 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. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

17. In the event any provision of this Agreement is held to be illegal or invalid, the remaining provisions shall not be affected thereby.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

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

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Signed by:
Danielle Williams
E32925DB6142418...
Danielle Williams, Director of Business Development

APPROVED AS TO FORM:

Signed by:
Matt Wade
D3F0A0C092EE46C...
Matt Wade, City Attorney

BY:

CONTRACTOR

Signed by:
Alex Scarborough
37E04560E2254EF...
Authorized Representative

Alex Scarborough
Printed Name

5104 34th Street
Address

Lubbock, TX 79410
City, State, Zip Code

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City of Lubbock, TX
RFP 26-19561-KM
Bell Farms Public Improvement District (PID) Landscape Maintenance Agreement

GENERAL REQUIREMENTS

1.0 DEFINITIONS

1.1 **Agent** – An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the Contractor.

1.2 **City** – The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** – City Council of the City of Lubbock, Texas.

1.4 **Contract** – The contract consists of the following: Notice to bidders; General Provisions; Specifications; Plans; Addenda; Bid; Agreement; Insurance; Encumbrance; Notice to Proceed; and Change Orders. These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all work necessary to satisfactorily accomplish the proposed plan, sponsored by the City.

1.5 **Contract Time** – The number of allowable days to complete the contract.

1.6 **Contractor** – The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.7 **Cycle** – The period in which each service is completed once.

1.8 **Director of Business Development** – The individual who shall act on the City's behalf and appoint an Agent to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery.

1.9 **Excluded Damage** – Damage caused by vandalism, pedestrians, vehicles, animals (except insects and/or rodents), or other unusual factors. It does not include damage caused by the Contractor's actions, lack of reasonable care, pest damage (such as insects), diseases or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage or irrigation malfunction.

1.10 **Existing Conditions, Examination of Site –** Within fifteen (15) days from the date of Award of Contract, the Contractor shall make a thorough examination of the current conditions at the site. As part of the examination, the Contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The Contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy or otherwise not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the Agent. Upon confirmation of each item, the Agent will either give the Contractor written authorization to make the correction or a written release from responsibility for the item.

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1.11 **Extra Work** – Work over and above that called for in the contract.

1.12 **Mayor** – The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract on behalf of the City.

1.13 **Notice to Proceed** – Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.14 **Review Committee** – A committee chosen by the City of Lubbock, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.

1.15 **Specifications** – The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.16 **Subcontractor** – Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.17 **Surety** – The corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.18 **Unit Price** – Payment to the Contractor based on a unit or portion of the work performed.

1.19 **Work** – All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract. All work will be in the public right-of-way per attached exhibit.

2.0 TERMS AND CONDITIONS

2.1 **Work**: It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract. **Exhibit C "Bell Farms Map" indicates the 1-Acre Park, Pocket Park 1, Pocket Park 2, Playa Lake Park, Basin Park, and Fencing Sections of Right-of-Way areas for the landscape to be maintained. Bidders are to provide unit pricing that will be applied to landscaped areas completed and accepted for maintenance. Unit pricing should be separated out by area (1-Acre Park, Pocket Park 1, Pocket Park 2, Playa Lake Park, Basin Park, and ROW Sections). The City of Lubbock reserves the right to add or remove areas of work to the contact at any time. All changes shall be in writing.**

2.2 **Specification Change**: During the term of the Contract, the City may change maintenance frequencies, thereby increasing or decreasing maintenance frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

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2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Director of Business Development or their Agent. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition.

If the Director of Business Development or the Agent determine that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and find that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved and approved by the Director of Business Development or their Agent. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in Exhibit B, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left at maintenance sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted from the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands of which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Director of Business Development or their Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Director of Business Development or their Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Director of Business Development or their Agent, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable federal, state and local laws and regulations. Contractors' equipment is subject to inspection and approval of the Director of Business Development or their Agent. All

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manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Director of Business Development or their Agent deems the equipment faulty or if the equipment is damaging the turf or other surfacing materials in any way, the Contractor shall remove the equipment from the premises. The Contractor shall not impede other grounds maintenance operations during the course of those maintenance operations.

2.7 **Service Boundaries**: **The** service area may be bounded by hard surfacing materials, sidewalks, or non-curbed turf areas. The Contractor shall be responsible for all areas defined by turf or hard surfacing. However, the Contractor is not responsible for edging of un-curbed turf. Although the mowing Contractors are required to operate mowing equipment in a manner that directs the clippings away from plant beds, the nature of mowing equipment will at times allow some clipping debris to drop into planting areas.

2.8 **Termination of Contract**: This contract shall remain in effect until the expiration date for performance of services ordered. Termination of either party requires a thirty (30) day written notice prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the City.

3.0 CONTROL OF WORK

3.1 **Authority of the Director of Business Development**: It is understood by all parties that the work is to be done to the satisfaction of the Director of Business Development or their authorized Agent(s). The Director of Business Development or their Agent shall interpret all specifications and shall determine the acceptability of all work. The Director of Business Development or their Agent shall decide the classification, quality, amount of all work done under the contract, shall be the sole administrator of payments, and his or her decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Director of Business Development may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agent's duties shall include keeping the Director of Business Development notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Director of Business Development and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Director of Business Development to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Director of Business Development.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Director of Business Development reserves all rights to refuse payment for such work.

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3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Director of Business Development shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final inspection of the site shall take place by the Director of Business Development or their appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Director of Business Development or their Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any Subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and any Subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all federal, state and local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable federal, state and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner that prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

3.6.1 Prior to any application of chemicals, the Contractor shall request, in writing, approval from the Director of Business Development or his Agent. The request shall include the target pest and the type of chemical(s) to be used. If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board and/or the Texas Department of Agriculture. Upon completion of the operation, the Contractor shall provide to the Director of Business Development or their Agent, a copy of the Pesticide Application Documentation that the Contractor records pursuant to the requirements of the Structural Pest Control Board.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative or the federal, state or local government.

3.8 **Citizen Contact**: The Contractor is granted the privilege of doing work on PID property, but does not have exclusive use of the property and must respect the activities of patrons while doing work on PID property. The Contractor shall take all precautions necessary to insure that adjacent property owners are not disturbed.

3.9 **Identification and Character**: Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may

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submit easily recognizable Company Logos for approval by the Director of Business Development. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.9.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Contract.

3.9.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Driver's License appropriate for the weight and type of vehicle being driven. Contractors are specifically required to ensure that a Texas Commercial Driver's License is obtained where applicable for the type(s) of vehicles in use.

3.9.3 The Contractor's employees, officers, Agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.10 **Safety**: The Contractor is responsible for maintaining a safety program that insures compliance with all current requirements of the Federal Occupational Safety and Health Act of 1970. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program. Failure to maintain compliance with this act shall be grounds for termination of the contract.

4.0 PROSECUTION AND PROGRESS OF WORK

4.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

4.2 **Contract Time**: All work is schedule driven, therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 6:00 p.m.

4.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor.

4.4 **Weather**: Weather will affect the progress of grounds maintenance at times and the Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next workday. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Director of Business Development finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or

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Director of Business Development shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

4.5 **Character of Work**: All workers, supervisors, managers, and Subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Director of Business Development or their Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts themselves, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

4.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Business Development or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No Subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all Insurance requirements contained in paragraphs, 4.0-4.7, Indemnity Insurance.

4.7 **Payment**: The Contractor shall receive compensation for services provided for in the contract on a monthly basis. Upon the end of each month, during the contract period, the Contractor shall submit an invoice to the Business Development Director for the monthly cost of maintenance. Any Extra Work shall be shown on the same monthly invoice and identified as "Extra Work." Extra Work billing should designate hourly labor cost, parts/materials costs and a description of the work performed. Payment shall be determined by the form included in this package as Bid Table and approved by the Business Development Director.

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EXHIBIT B
II SPECIFICATIONS

1.0 Turf Maintenance Standards

1.1 General: Successful Contractors shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Director of Business Development or their Agent. The Contractor shall be notified of the City's decision by letter.

1.1.1 The areas to be serviced for each site include all turf areas in the right-of-way per Exhibit C. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color bed.

1.1.2 Contractor shall provide a maintenance schedule to the Director of Business Development or their Agent within fifteen (15) days from the date of Award of Contract and will notify the Director of Business Development or their Agent of any changes in the schedule prior to the schedule change.

1.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Agent(s) or Director of Business Development. Mowing frequency shall be determined by turf growth and occur up to once per calendar week, evenly spaced. Mowing costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Litter shall be picked up before any mowing occurs. Turf shall be cut at a height of two (2) inches; unless otherwise directed by the Director of Business Development or their Agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. Mowing equipment shall be a reel mower or rotary/recycler. If and when the Contractor wants to raise the height above two inches they must first receive written approval from the Director of Business Development or their Agent. All equipment must be of appropriate size for each site and approved by the Director of Business Development or their Agent. Grass clippings cannot be blown into City Streets.

1.3 Shredding: Shredding commencement and conclusion shall be at the discretion of the Agent(s) or Director of Business Development. Shredding frequency shall be determined by grass and weed growth and occur up to once per calendar week, evenly spaced. Shredding costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Litter shall be picked up before any shredding occurs. Shredded grass and weeds shall be cut at a height of two (2) inches; unless otherwise directed by the Director of Business Development or their Agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. All equipment must be of appropriate size for each site and approved by the Director of Business Development or their Agent. Grass clippings cannot be blown into City Streets.

1.4 Edging: All sidewalks and curbs shall be edged to a depth of one inch which shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted.

1.5 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All hard surfaces, sidewalks, streets, parking areas and street medians must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed. The Contractor is responsible for protecting all trees and shrubs from string trimmer damage.

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1.6 **Chemical Application**: Contractor shall be responsible for applying sufficient fertilizer and pre-emergent/pesticide to promote a green, healthy turf. The Contractor shall apply chemicals as follows:

1st Application (Pre-emergence/pesticide):	March
2nd Application (Fertilizer):	April
3rd Application (Fertilizer):	May
4th Application (Pre-emergence/pesticide):	August
5th Application (Fertilizer):	September

If needed, the chemical to be used shall be discussed with the Director of Business Development or their Agent and not applied until receipt of written approval. Without exception, the individual applying the pesticide shall be licensed by the Structural Pest Control Board, or any other applicable agency, for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable state and federal laws concerning pesticide applications, rinsate disposal and container disposal.

2.0 Tree Maintenance Standards

2.1 Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

2.2 Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable cost to be included as part of the regular maintenance. Prune in accordance with generally accepted standards for proper pruning.

2.3 Contractor shall discard all tree trimmings off-site using a legal method and shall not place the debris in curbside receptacles or residential dumpsters.

2.4 Any tree found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as extra work. Submit a quote for replacement within two weeks of the loss. Unless otherwise instructed by the Director of Business Development or their Agent, replacement trees shall equal the value of the tree size that died based upon the total caliper inch of that tree. (No more than $250 per caliper inch.)

2.5 Replacement trees shall be approved for size and appearance by the Director Business Development or their Agent prior to planting.

2.6 The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

3.0 Irrigation Standards

3.1. **Water Application & Scheduling**:

3.3.1 It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.

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3.1.1.1. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the Contractor.

3.1.1.2. Irrigation shall be made by the use of the permanent irrigation systems. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

3.1.2 The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Director of Business Development or their Agent in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

3.1.3 Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

3.1.4 When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and need to be billed as additional work (see items that qualify for extra work as outlined below), the Contractor shall contact the Agent for authorization of work. Do not wait for approval to begin hand watering if it is required to save the plantings.

3.2 Irrigation System Scheduled Maintenance:

3.2.1 Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

3.2.2 The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens and flushing pipes as needed, as part of this contract.

3.2.3 Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

3.2.4 Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

3.3 Irrigation System Repair:

3.3.1 The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged by the contractor. Repairs shall be made within one week of the day the damage occurred. Any replacement of irrigation system components shall

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be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.

3.3.2 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

3.3.3 The Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

3.3.4 Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3.3.5 The Contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks and minor timer adjustments shall be made by the Contractor. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

3.3.6 Repairs of irrigation system beyond the above scope will be charged as Extra Work at an hourly rate per person plus parts. Contractor shall bill the City for parts according to the current Manufacturer’s List Price or a discount thereof. The Contractor will notify the Director of Business Development or their Agent of the nature of the problem and request permission to execute repairs before the work has begun.

4.0 Landscape and Graveled Area Maintenance Standards

4.1. Plants and shrubs shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

4.2. Prune plants and shrubs to remove damaged, diseased, or dead stems or foliage and to promote uniform growth patterns. Unless otherwise specified, they shall not be pruned into ball or box shapes. Plantings should be pruned as required to keep them within the bed area or to control their vertical ascent.

4.3. Contractor shall be responsible for applying sufficient fertilizer to promote a healthy, green turf. Contractor shall insure that fertilizer residue is removed from foliage and shall apply sufficient water to incorporate the fertilizer into the soil.

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4.4. Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as required to control pest populations. The pesticide application standards previously set forth in item 1.5 shall be adhered to.

4.5. Contractor shall be responsible for the disposal of all debris removed from beds and shall not place the debris in curbside receptacles or residential dumpsters.

4.6. Contractor shall be responsible for the disposal of all debris and removal of weeds from the graveled and mulched areas of the parks and shall not place the debris in curbside receptacles or residential dumpsters. Graveled areas shall be raked as needed.

4.7. Contractor is responsible for installing mulch in playground fall zone areas three times per year and raking mulch level every week. City of Lubbock will provide the mulch.

5.0 Right-of-Way (ROW) Maintenance Standards

5.1. For graveled areas, Contactor shall be responsible for weed removal and gravel raking. For unimproved areas, Contractor shall be responsible for weed shredding and mowing. For concrete areas, contract shall be responsible for weed removal. Contract should report any damage to the Agent. For all ROW areas, Contractor is responsible for ensuring the ROW maintenance is in accordance with local Code Enforcement Ordinances, per Exhibit C.

5.2. Contractor shall be responsible for the disposal of all debris removed and shall not place the debris in curbside receptacles or residential dumpsters.

6.0 Water Wells and Pump Chamber Maintenance

6.1. Contractor shall maintain water wells and coverings to ensure they are in good working order and keep the pump chambers clean and orderly.

7.0 Backflow Assembly Maintenance and Testing

7.1. Contractor shall maintain and inspect all irrigation and water well backflow assemblies annually to ensure good working condition

7.2. Contractor shall test all irrigation and water well backflow assemblies every one or three years in accordance with City of Lubbock's Ordinance Sec. 28.10.053, in compliance with the Federal and State regulations regarding cross-connection and backflow prevention.

8.0 Trash Receptacles and Pet Waste Stations Maintenance

8.1. Contractor will be responsible for emptying all litter receptacles. The Contractor will provide trash receptacle liners to be placed in each receptacle after removal of litter and debris. Contractor shall be responsible for the disposal of litter and debris. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No litter or debris shall be disposed of in residential dumpsters, curbside trash receptacles or those belonging to Commercial Businesses. Contractor will be responsible for replacing the bags in the pet waste stations as needed to ensure each station holds the maximum amount of bags each week.

8.2. Pet waste bags will be provided to the Contractor by the Agent.

8.3. All receptacles shall be emptied twice per week. Agent could request additional frequencies for receptacle maintenance. Additional maintenance beyond the twice per week schedule shall be deemed as Extra Work.

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9.0 Benches, Hardscape, Entrance Sign, and Concrete Maintenance

9.1. Contractor will be responsible for removing any litter or debris from around or inside the hard surface areas and hard surfaces shall be swept twice per week. Additional maintenance beyond the twice per week schedule shall be deemed as Extra Work.

9.2. Any litter or debris shall be removed from benches each twice per week.

9.3. The Contractor will be responsible for removing any graffiti around all amenities within the public spaces.

9.4. Any damage or disrepair to amenities or concrete should be reported to the Agent as soon as possible by the Contractor.

10.0 Lighting Maintenance

10.1. Contractor will be responsible for maintaining all lighting including, but not limited to, pedestrian and string lights. Additional maintenance beyond replacing light bulbs and weekly inspection for damage shall be deemed as Extra Work.

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Bell Farms PID



City of Lubbock TEXAS

Fence
Sign
Walking Trails
Parks
PID Boundary
Schools

N

0 450 900 1,350 1,800 Feet

Council District 4

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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City of Lubbock, TX
RFP 26-19561-KM
Bell Farms Public Improvement District (PID) Landscape Maintenance Agreement
Price Proposal Sheet

Exhibit B

#	Description	QTY (+/-)	Unit of Measure	West Texas Services, Inc. dba Tom's Tree Place Location Lubbock, TX Total Cost $276,000.00 Task Price	Total Cost
Turf Maintenance as per Section 1.0					
#1-1	Playa Lake Park - Mowing/Edging/Trimming Cost	29	Cycles	$3,200.00	$92,800.00
#1-2	Playa Lake Park - Shredding Cost	29	Cycles	100.00	2,900.00
#1-3	Playa Lake Park - Chemical Application Cost	5	Times per Year	4,500.00	22,500.00
#1-4	Basin Park - Mowing/Edging/Trimming Cost	29	Cycles	1,000.00	29,000.00
#1-5	Basin Park - Shredding Cost	29	Cycles	100.00	2,900.00
#1-6	Basin Park - Chemical Application Cost	5	Times per Year	1,800.00	9,000.00
#1-7	1-Acre Park - Mowing/Edging/Trimming Cost	29	Cycles	750.00	21,750.00
#1-8	1-Acre Park - Chemical Application Cost	5	Times per Year	1,000.00	5,000.00
#1-9	Pocket Park 1 - Mowing/Edging/Trimming Cost	29	Cycles	300.00	8,700.00
#1-10	Pocket Park 1 - Chemical Application Cost	5	Times per Year	150.00	750.00
#1-11	Pocket Park 2 - Mowing/Edging/Trimming Cost	29	Cycles	300.00	8,700.00
#1-12	Pocket Park 2- Chemical Application Cost	5	Times per Year	150.00	750.00
Tree Maintenance as per Section 2.0					
#2-1	Playa Lake Park - Tree Maintenance Cost	12	Times per Year	250.00	3,000.00
#2-2	Basin Park - Tree Maintenance Cost	12	Times per Year	175.00	2,100.00
#2-3	1-Acre Park - Tree Maintenance Cost	12	Times per Year	150.00	1,800.00
#2-4	Pocket Park 1 - Tree Maintenance Cost	12	Times per Year	100.00	1,200.00
#2-5	Pocket Park 2 - Tree Maintenance Cost	12	Times per Year	100.00	1,200.00
Irrigation Maintenance as per Section 3.0					
#3-1	Playa Lake Park - Irrigation Maintenance Cost	12	Times per Year	1,000.00	12,000.00
#3-2	Basin Park - Irrigation Maintenance Cost	12	Times per Year	500.00	6,000.00
#3-3	1-Acre Park - Irrigation Maintenance Cost	12	Times per Year	100.00	1,200.00
#3-4	Pocket Park 1 - Irrigation Maintenance Cost	12	Times per Year	50.00	600.00
#3-5	Pocket Park 2 - Irrigation Maintenance Cost	12	Times per Year	50.00	600.00
Landscape and Graveled Area Maintenance as per Section 4.0					
#4-1	1-Acre Park - Landscaping Maintenance Cost	12	Times per Year	250.00	3,000.00
#4-2	Basin Park - Landscaping Maintenance Cost	12	Times per Year	500.00	6,000.00
#4-3	Playa Lake Park - Playground Mulch Installation Cost	3	Times per Year	1,000.00	3,000.00
#4-4	Basin Park - Playground Mulch Installation Cost	3	Times per Year	500.00	1,500.00
#4-5	1-Acre Park - Playground Mulch Installation Cost	3	Times per Year	600.00	1,800.00
#4-6	Pocket Park 1 - Playground Mulch Installation Cost	3	Times per Year	500.00	1,500.00
#4-7	Pocket Park 2 - Playground Mulch Installation Cost	3	Times per Year	500.00	1,500.00
Right-of-Way (ROW) Maintenance Standards as per Section 5.0					
#5-1	ROW Maintenance Maintenance Cost for Two Fence Sections	12	Times per Year	500.00	6,000.00
Water Wells and Pump Chamber Maintenance as per Section 6.0					
#6-1	Playa Lake Park - Cost for Inspections	12.00	Monthly	100.00	1,200.00
#6-2	Basin Park - Cost for Inspections	12.00	Monthly	100.00	1,200.00
Backflow Assembly Maintenance and Testing 7.0					
#7-1	Cost per Assembly Test	6.00	EA	100.00	600.00
#7-2	Cost for 6 Devices Maintenance	2.00	Annually	125.00	250.00

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City of Lubbock, TX
RFP 26-19561-KM
Bell Farms Public Improvement District (PID) Landscape Maintenance Agreement
Price Proposal Sheet

#	Description	QTY (+/-)	Unit of Measure	West Texas Services, Inc. dba Tom's Tree Place Lubbock, TX $276,000.00 Task Price	Total Cost
	Location Total Cost				
Trash Receptical and Pet Waste Stations Maintenace as per Section 8.0					
#8-1	Receptacles - Rate per Week for Emptying 15 Trash Cans Twice per Week	52.00	Weeks	200.00	10,400.00
Benches, Hardscape, Entrance Sign, and Concrete Maintenance as per Section 9.0					
#9-1	Playa Lake Park - General Maintenance Cost	12.00	Monthly	50.00	600.00
#9-2	Basin Park - General Maintenance Cost	12.00	Monthly	50.00	600.00
#9-3	1-Acre Park - General Maintenance Cost	12.00	Monthly	50.00	600.00
#9-4	Pocket Park 1 - General Maintenance Cost	12.00	Monthly	50.00	600.00
#9-5	Pocket Park 2 - General Maintenance Cost	12.00	Monthly	50.00	600.00
Lighting Maintenanceas per Section 10.0					
#10-1	1-Acre Park - Lighting Maintenance	12.00	Monthly	50.00	600.00

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Exhibit C

INSURANCE REQUIREMENTS

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

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

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

Liability Insurance	
Commercial General Liability (To include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), *required* and Medical Expenses (any one person).)	$1,000,000 per Occurrence / $2,000,000 Aggregate **Additional Insured required* **Waiver of Subrogation*
Automobile Liability Insurance	
Commercial Auto Liability Limit (Any auto, including hired, and non-owned autos) *required*	$1,000,000 Combined Single **Additional Insured required* **Waiver of Subrogation*
Workers' Compensation Insurance	
Workers' Compensation Employer's Liability Employee Limit *required*	Statutory Limit $1,000,000 per Occurrence $1,000,000 Disease – Each $1,000,000 Disease – Policy **Waiver of Subrogation*
Pollution Liability	$500,000 per Occurrence / $1,000,000 Aggregate

Docusign Envelope ID: 441F7BD5-9AD2-8151-83A4-1B418A551C70

*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 the same limits listed above.

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

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

Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Purchasing and Contract Management

Publication and Solicitation Summary

RFP 26-19561-KM - Bell Farms Project Improvement District (PID) Landscape Maintenance Agreement

- A public notice was published in the *Lubbock Avalanche-Journal* on March 22, 2026, and March 29, 2026.
- The notice was also posted on the Purchasing Department's website under "Bid Opportunities."
- It was published on the State of Texas Electronic State Business Daily.
- The solicitation was listed on Bonfire.com from March 20 through April 15, 2026.
- A total of 33 vendors downloaded the documents via Bonfire.com.
- An additional 19 vendors were notified directly.
- Three (3) vendors submitted formal proposals.

AI# 14380
Regular City Council Meeting **5. 16.**
07/14/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an Economic Development Grant and Contract of Lubbock Economic Development Alliance, with Paramount Hardware and Supply, LLC, for expansion of its construction materials distribution facility and operations, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

Paramount Hardware and Supply, LLC is a for-profit company expanding their operations in the City of Lubbock. They are proposing to expand their distribution operations by improving their infrastructure, equipment, and other capital expenses by investing $3.8 million. This expansion will create 15 new full-time jobs.

- $250,000 in job creation incentives to be paid in a lump sum following the creation of 15 new, full-time jobs.

The LEDA Board of Directors approved these incentives at their May 20, 2026 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize Paramount Hardware and Supply, LLC with $250,000 in job creation incentives, as described in the Item Summary. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director
Lubbock Economic Alliance Board of Directors

Attachments

Resolution - Paramount
LEDA Documentation - Project Summary
LEDA Resolution

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the Constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution and as a home rule municipality and political subdivision of the State of Texas has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced Constitutional provision, including the Development Corporation Act, found in Chapters 501 and 504 of the Texas Local Government Code, which provides for the creation of a Type A economic development corporation to pursue specific projects to promote new or expanded business development for the creation or retention of primary jobs in certain manufacturing and industrial enterprises; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance, Inc. ("LEDA") pursuant to Chapter 504 of the Texas Local Government Code, a Type A economic development corporation, to carry out the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, LEDA and Paramount Hardware and Supply, LLC ("Paramount"), have been engaged in discussions regarding Paramount's potential expansion of their operations involving distribution of construction materials to their existing facility located at 7621 82nd Street in Lubbock, Texas (the "Project"), and upon completion, the Project is expected to add approximately fifteen (15) new Primary Jobs with a Target Annual Compensation of $525,000 in the aggregate and result in approximately $3,800,000 in new capital investment ("Development Project"); and

WHEREAS, on May 20, 2026, the Board of Directors for LEDA approved an Economic Development Grant and Contract with Paramount to provide financial assistance to Paramount for this Development Project finding that expansion of their operations involving distribution of construction materials with the creation of jobs and capital expenditure qualifies as an authorized project under Chapter 501 and 504 of the Texas Government Code (NAICS 333914 and 3329999); and

WHEREAS, the City Council of the City of Lubbock recognizes a critical need to maintain and support quality manufacturing enterprises to the City, such as the Development Project proposed by Paramount, and in doing so, it is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City of Lubbock Texas and Lubbock County; and

WHEREAS, the City Council of the City of Lubbock, in accordance with the provisions of Texas Local Government Code § 501.073, hereby finds that approving this Economic Development Grant and Contract promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and would be beneficial for the City of Lubbock by promoting economic development and is in the best interest of the City of Lubbock;

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The Economic Development Grant and Contract by and between LEDA and Paramount Hardware and Supply, LLC, attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein, is approved pursuant to Texas Local Government Code § 501.073 and qualifies as an economic development program and is hereby approved.

3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Danielle Williams, Business Development Director

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/RES.Paramount Hardware and Supply_Economic Development Grant and Contract – LEDA
July 14, 2026

Summary

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

To: *Lubbock City Council*
From*: Chris Rankin, VP of Business Development*
Re: *Summary presented for Project Peak, Paramount Hardware and Supply*

Summary:

Paramount Hardware and Supply is a locally owned construction supply company serving both residential and commercial customers. The proposed Lubbock location will support the company's regional expansion while strengthening access to construction materials within the West Texas Region.

The company currently serves a broad regional footprint, including Hockley, Yoakum, Randall, Pecos, Midland, and Hale counties. Consolidating distribution operations in Lubbock will enhance operational efficiency and improve service delivery across this growing market. The Lubbock facility will serve as a centralized distribution hub for Paramount's locations and to third party construction manufacturers and suppliers throughout the surrounding counties.

As part of this expansion, the company will invest approximately **$3.8 million in its distribution operations**, including infrastructure improvements, equipment purchases, and other capital expenses necessary to support long term growth.
According to Impact DataSource projections, the Project's operations will support employment and generate broader economic activity within the community. **The 15 workers directly employed by the Project are expected to earn approximately $5.7 million in total wages over the next 10 years**. This direct activity will support indirect and induced workers in the community earning an additional $4.9 million in wages over the next 10 years.

When accounting for taxable sales and purchases associated with the Project, including business activity, employee spending, and related economic activity, the Project is estimated to support approximately **$3.2 million in taxable sales over the same period.**

From a fiscal perspective, the Project is projected to generate an estimated **$1.4 million in benefits** to the applicable taxing jurisdictions over the next 10 years.

*The economic and fiscal impacts outlined above are based on projections prepared by Impact DataSource using its Total Impact™ model. This analysis incorporates company-provided data, along with local rates and assumptions specific to Lubbock County, to estimate the Project's overall effect on the regional economy.

Earnings impact reflects the total compensation paid to employees, including wages, salaries, and benefits. Value added impact, or the Project's contribution to Lubbock County's Gross Regional Product, represents the additional economic value created through operations, including earnings, taxes, and business profits, and is calculated as revenue less the cost of external goods and services.

The fiscal impact analysis includes estimated taxable sales generated by business operations, employee spending, and related economic activity. Net benefits to taxing jurisdictions are expressed in present value terms, which accounts for the time value of money by discounting future revenues and costs into today's dollars using standard discount rates for each taxing entity.

This analysis also applies industry standard multipliers from Economic Modeling Specialists International to estimate indirect and induced impacts, providing a comprehensive view of how the Project supports additional economic activity throughout the community.

RE 26-18

RESOLUTION APPROVING PARAMOUNT HARDWARE AND SUPPLY, LLC

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, May 20, 2026, 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, LEDA and Paramount Hardware and Supply, LLC have been engaged in discussions regarding Paramount Hardware and Supply, LLC's potential expansion of their operations involving distribution of construction materials (the "Project") to their existing facility located at 7621 82nd Street in Lubbock, Texas.

WHEREAS, the Project, upon completion, is expected to generate approximately 15 new Primary Jobs with a Target Annual Compensation of $525,000 in the aggregate and result in approximately $3,800,000 in new capital investment.

WHEREAS, Paramount Hardware and Supply, LLC has conceptually and initially decided to pursue the Project in Lubbock, Texas on the existing site at 7621 82nd Street.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Paramount Hardware and Supply, LLC. 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:

LEDA agrees to grant to Recipient an incentive for reimbursement of certain Project Costs of $250,000 (the "Capital Investment Incentive") related to site and facility improvements incurred from the execution of this Agreement through 18 months from the execution, with payments to be expressly made under terms and conditions.

LEDA agrees to pay to Recipient the Capital Investment Incentive upon written verification from LEDA's third-party accountants that the capital investment amount of at least $3,040,000, or 80% of the estimated capital expenditure, has been met and within 30 days of the Board of Directors' review of the report. The Incentive will be paid in two installments, each in the amount of 50% of the earned incentive. The first installment shall be paid upon verification from LEDA's third-party accountant of the capital investment incentive amount earned and within 30 days of the Board of Director's review of the report, and the second installment shall be paid one calendar year after the first installment, subject to confirmation that Recipient continues to conduct ongoing business operations at the Project site and remains in compliance with the terms of the Agreement.

The Recipient has provided to LEDA an estimated capital investment cost of $3,800,000. LEDA based its decision to grant the capital investment incentive to Recipient partly upon such capital investment. If the actual capital investment amounts are lower than 80%, or $3,040,000, of the estimated capital investment or if adequate documentation of the capital expenditures is not provided to LEDA's

accountants by the deadline, the Capital Investment Incentive shall be reduced according to the sliding scale set out in the Agreement or forfeited. In consultation with Paramount Hardware and Supply, LLC, capital investment will be measured by documentation of construction and personal property purchase invoices to be provided to and verified by LEDA's third-party accountant.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering Capital Investment Incentive meets and complies with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Mont McClendon, and Seconded by Director, Mr. Chris Chambers, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Paramount Hardware and Supply, LLC. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

Sydney Coleman, Secretary

AI# 14381
Regular City Council Meeting **5. 17.**
07/14/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an Economic Development Grant and Contract of Lubbock Economic Development Alliance, with New Country Organics, Inc., for expansion of its animal food manufacturing operations, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

New Country Organics, Inc. is a for-profit company expanding its operations in the City of Lubbock. They are proposing to increase production activity with facility upgrades and purchasing new equipment by investing $1.5 million. This expansion will create four (4) new full-time jobs.

- $25,000 in job creation incentives to be paid in a lump sum following the creation of 4 new, full-time jobs.

The LEDA Board of Directors approved these incentives at their May 20, 2026 Board Meeting, and recommend approval by the City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize New Country Organics, Inc. with $25,000 in job creation incentives, as described in the Item Summary. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams, Business Development Director
Lubbock Economic Alliance Board of Directors

Attachments

Resolution - New Country Organics
LEDA Documentation - Project Summary
LEDA Resolution

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the Constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution and as a home rule municipality and political subdivision of the State of Texas has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced Constitutional provision, including the Development Corporation Act, found in Chapters 501 and 504 of the Texas Local Government Code, which provides for the creation of a Type A economic development corporation to pursue specific projects to promote new or expanded business development for the creation or retention of primary jobs in certain manufacturing and industrial enterprises; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance, Inc. ("LEDA") pursuant to Chapter 504 of the Texas Local Government Code, a Type A economic development corporation, to carry out the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, LEDA and New Country Organics, Inc. ("New Country Organics"), have been engaged in discussions regarding New Country's potential addition of an expansion of their animal food manufacturing operations to their existing facility located at 211 15th Street in Lubbock, Texas. (the "Project"), and upon completion, the Project is expected to generate approximately four new Primary Jobs with a Target Annual Compensation of $160,000 in the aggregate and result in approximately $1,500,000 in new capital investment ("Development Project"); and

WHEREAS, on May 20, 2026, the Board of Directors for LEDA approved an Economic Development Grant and Contract with New Country Organics to provide financial assistance to New Country Organics for this Development Project finding that expansion of their operations involving their animal food manufacturing operations with the creation of jobs and capital expenditure qualifies as an authorized project under Chapter 501 and 504 of the Texas Government Code (NAICS 333914 and 3329999); and

WHEREAS, the City Council of the City of Lubbock recognizes a critical need to maintain and support quality manufacturing enterprises to the City, such as the Development Project proposed by New Country Organics, and in doing so, it is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City of Lubbock Texas and Lubbock County; and

WHEREAS, the City Council of the City of Lubbock, in accordance with the provisions of Texas Local Government Code § 501.073, hereby finds that approving this Economic Development Grant and Contract promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and would be beneficial for the City of Lubbock by promoting economic development and is in the best interest of the City of Lubbock;

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The Economic Development Grant and Contract by and between LEDA and New Country Organics, Inc., attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein, is approved pursuant to Texas Local Government Code § 501.073 and qualifies as an economic development program and is hereby approved.

3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Danielle Williams, Business Development Director

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/RES.New Country Organcis_Economic Development Grant and Contract – LEDA
July 14, 2026

LEDA Project Pony Up Summary
New Country Organics
Presented to City Council

New Country Organics (The Company) intends to add new equipment and facility upgrades to increase the production capacity in the City of Lubbock. The Company anticipates making a $1.5 million capital investment and creating 4 new full-time jobs. Currently, The Company has 12 employees.

According to Impact Data Source's * projections, the Company's operations will create employment and other economic impacts in the community. The 4 full-time jobs will generate approximately $160,000 in wages per year, totaling $1.7 million over 10 years. This activity will support 4.3 indirect and induced workers in the community, each earning an average annual salary of $28,925. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately $2.9 million over the next 10 years.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately $1.3 million in taxable sales over the next 10 years.

** The economic impact analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates, and information provided to the Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common to this type of analysis, based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.*

Earnings impact can be categorized into two main types. First, the direct economic impacts are the jobs and payroll directly created by the project. Second, this economic impact analysis calculates the spin-off, or indirect and induced, impacts resulting from the project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

Revenues estimated in this analysis are derived from calculations that rely on attributes of the Project, estimates of the associated taxable property or sales, local tax rates, community data, and industry-specific and regional multipliers.

RE 26-17

RESOLUTION APPROVING NEW COUNTRY ORGANICS, INC.

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, May 20, 2026, 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, LEDA and New Country Organics, Inc. have been engaged in discussions regarding New Country Organics, Inc.'s potential addition of an expansion of their animal food manufacturing (the "Project") to their existing facility located at 211 15th Street in Lubbock, Texas.

WHEREAS, the Project, upon completion, is expected to generate approximately four new Primary Jobs with a Target Annual Compensation of $160,000 in the aggregate and result in approximately $1,500,000 in new capital investment.

WHEREAS, New Country Organics, Inc. has conceptually and initially decided to pursue the Project in Lubbock, Texas on the existing site at 211 15th Street.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to New Country Organics, Inc. 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:

LEDA agrees to grant to Recipient an incentive for reimbursement of certain Project Costs of $25,000 (the "Capital Investment Incentive") related to the purchase and installation of equipment and other capital expenses incurred from March 15, 2026 through no later than twelve months of the execution of the Agreement, with payments to be expressly made under terms and conditions.

LEDA agrees to pay to Recipient the Capital Investment Incentive upon written verification from LEDA's third-party accountants that the capital investment amount of at least $1,200,000 has been met and within 30 days of the Board of Directors' review of the report.

The Recipient has provided to LEDA an estimated capital investment cost of $1,500,000. LEDA based its decision to grant the capital investment incentive to Recipient partly upon such capital investment. If the actual capital investment amounts are lower than 80%, or $1,200,000, of the estimated capital investment or if adequate documentation of the capital expenditures is not provided to LEDA's accountants by the deadline, the Capital Investment Incentive shall be forfeited. In consultation with New Country Organics, Inc., capital investment will be measured by documentation of construction and personal property purchase invoices to be provided to and verified by LEDA's third-party accountant.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering Capital Investment Incentive meets and complies 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. James Conwright, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with New Country Organics, Inc. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

Sydney Coleman, Secretary

AI# 14412
Regular City Council Meeting **5. 18.**
07/14/2026:

Information

Agenda Item

Resolution - Business Development: Consider a resolution approving an Economic Development Grant and Contract of Lubbock Economic Development Alliance, with TTX Company, for expansion of its rail car repair, maintenance, and scrapping operation, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

TTX Company, is a for-profit company expanding its operations in Lubbock County. They are proposing $35.8 million investment in its repair station operations, including infrastructure improvements, equipment purchases and other capital expenses necessary to support long-term growth.

This expansion will create 31 new full-time jobs. $152,000 in job creation incentives to be paid in a lump sum following the creation of 31 new, full-time jobs.

The LEDA Board of Directors approved these incentives at their June 24, 2026 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize TTX Company with $152,000 in job creation incentives, as described in the Item Summary. The City of Lubbock does not have financial responsibility for these incentives.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Danielle Williams Business Development Director
Lubbock Economic Alliance Board of Directors

Attachments

Resolution - TTX Company
LEDA Documentation - Project Summary
LEDA Resolution

RESOLUTION

WHEREAS, the City Council for the City of Lubbock, Texas, pursuant to the Constitution and laws of the State of Texas including, but not limited to, Article 3, Section 52-a of the Texas Constitution and as a home rule municipality and political subdivision of the State of Texas has the authority to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money for the public purposes of development and diversification of the economy of the state, the elimination of unemployment or underemployment, the stimulation of agricultural innovation, the fostering of the growth of enterprises based on agriculture, or the development or expansion of transportation or commerce in the State of Texas; and

WHEREAS, the Legislature has enacted laws to implement the above referenced Constitutional provision, including the Development Corporation Act, found in Chapters 501 and 504 of the Texas Local Government Code, which provides for the creation of a Type A economic development corporation to pursue specific projects to promote new or expanded business development for the creation or retention of primary jobs in certain manufacturing and industrial enterprises; and

WHEREAS, the City of Lubbock created the Lubbock Economic Development Alliance, Inc. ("LEDA") pursuant to Chapter 504 of the Texas Local Government Code, a Type A economic development corporation, to carry out the public purposes expressed in Article 3, Section 52-a of the Texas Constitution and in the Development Corporation Act; and

WHEREAS, TTX Company, ("TTX") has sought from LEDA economic assistance in the amount of $152,000.00 for construction of a 72,000 square foot facility to expand their operations involving rail car repair, maintenance, and scrapping (the "Project") at their existing facility located at 1500 S. 2nd Street, Slaton, TX, 79264, in Lubbock County, Texas, and upon completion, adding approximately thirty-one (31) new primary jobs with a target annual compensation of $2,015,000 in the aggregate and resulting in approximately $35,850,000 in new capital investment ("Development Project"); and

WHEREAS, on June 24, 2026, the Board of Directors for LEDA approved an Economic Development Grant and Contract with TTX to provide financial assistance to TTX for this Development Project finding that operations involving rail car repair, maintenance, and scrapping with the creation of jobs and capital expenditure qualifies as an authorized project under Chapter 501 and 504 of the Texas Government Code (NAICS 333914 and 3329999); and

WHEREAS, the City Council of the City of Lubbock recognizes a critical need to maintain and support quality manufacturing enterprises to the City, such as the Development Project proposed by TTX, and in doing so, it is advantageous to the economic development of the community and stimulates business and commercial activity in the City and helps in the elimination of unemployment or underemployment within the City of Lubbock Texas and Lubbock County; and

WHEREAS, the City Council of the City of Lubbock, in accordance with the provisions of Texas Local Government Code § 501.073, hereby finds that approving this Economic Development Grant and Contract promotes economic development in the City and meets the requirements under Article III, Chapter 52-a of the Texas Constitution and would be beneficial for the City of Lubbock by promoting economic development and is in the best interest of the City of Lubbock;

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

1. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

2. The Economic Development Grant and Contract by and between LEDA and TTX Company, attached hereto as *Exhibit A* and incorporated herein as though set forth fully herein, is approved pursuant to Texas Local Government Code § 501.073 and qualifies as an economic development program and is hereby approved.

3. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Lubbock, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Danielle Williams, Business Development Director

APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

ccdocs II/RES.TTX Company_Economic Development Grant and Contract – LEDA
July 14, 2026

Summary

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

To: *Lubbock City Council*
From*: Chris Rankin, VP of Business Development*
Re: *Summary presented for Project Sodor, TTX Company*

Summary:

TTX Company is a privately held corporation that provides its owner-railroads with standardized fleets of intermodal, automotive, and general equipment railcars. The company operates a network of maintenance facilities across 26 states in North America**.**

This project represents TTX's strategic investment in Slaton's industrial base, delivering job creation, infrastructure improvements, and increased economic activity. The combination of private capital investment, high-quality employment opportunities, and sustained operational spending positions TTX's development as a strong contributor to the city's long-term economic vitality.

As part of this expansion, the company will invest **$35.8 million in its repair station operations**, including infrastructure improvements, equipment purchases, and other capital expenses necessary to support long-term growth. According to Impact DataSource projections, the Project's operations will support employment and generate broader economic activity within the community. **The 31 workers directly employed by the Project are expected to earn approximately $22 million in total wages over the next 10 years**. This direct activity will support indirect and induced workers in the community, earning an additional $15.8 million in wages over the next 10 years.

When accounting for taxable sales and purchases associated with the Project, including business activity, employee spending, and related economic activity, the Project is estimated to support approximately **$21.9 million in taxable sales over the same period.**

From a fiscal perspective, the Project is projected to generate an estimated **$7.84 million in benefits** to the applicable taxing jurisdictions over the next 10 years.

*The economic and fiscal impacts outlined above are based on projections prepared by Impact DataSource using its Total Impact™ model. This analysis incorporates company-provided data, along with local rates and assumptions specific to Lubbock County, to estimate the Project's overall effect on the regional economy.

Earnings impact reflects the total compensation paid to employees, including wages, salaries, and benefits. Value added impact, or the Project's contribution to Lubbock County's Gross Regional Product, represents the additional economic value created through operations, including earnings, taxes, and business profits, and is calculated as revenue less the cost of external goods and services.

The fiscal impact analysis includes estimated taxable sales generated by business operations, employee spending, and related economic activity. Net benefits to taxing jurisdictions are expressed in present value terms, which accounts for the time value of money by discounting future revenues and costs into today's dollars using standard discount rates for each taxing entity.

This analysis also applies industry standard multipliers from Economic Modeling Specialists International to estimate indirect and induced impacts, providing a comprehensive view of how the Project supports additional economic activity throughout the community.

RE 26-23

RESOLUTION APPROVING TTX COMPANY

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, June 24, 2026, 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, LEDA and TTX Company (the "Recipient") have been engaged in discussions regarding TTX Company's potential construction of a 72,000 square foot facility to expand their operations involving rail car repair, maintenance, and scrapping (the "Project") at their existing facility located at 1500 S. 2nd Street, Slaton, TX, 79264 in Lubbock County, Texas.

WHEREAS, the Project, upon completion, is expected to generate approximately 31 new Primary Jobs with a Target Annual Compensation of $2,015,000 in the aggregate and result in approximately $35,850,000 in new capital investment.

WHEREAS, TTX Company has conceptually and initially decided to pursue the Project in Lubbock County, Texas on the existing site at 1500 S. 2nd Street, Slaton, Texas.

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to TTX Company. 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:

LEDA agrees to grant to Recipient an incentive for reimbursement of certain Project Costs of $152,000 (the "Capital Investment Incentive") related to site and facility improvements incurred in Phase I of the Project during the period beginning May 1, 2026, and ending July 31, 2027, with payments to be expressly made under terms and conditions.

LEDA agrees to pay to Recipient the Capital Investment Incentive in a lump sum upon written verification from LEDA or LEDA's third-party accountants that the capital investment amount of at least $11,760,000, or 80% of the estimated capital expenditure of $14,700,000 for Phase I of the Project, has been met, verification of a Certificate of Occupancy, and within 30 days of the Board of Directors' review of the report. The Recipient agrees to timely provide documentation of such capital investment and the Certificate of Occupancy within 90 days following completion of Phase I, but in no event later than October 31, 2027.

The Recipient has provided to LEDA an estimated capital investment cost of $14,700,000 for Phase I of the Project. LEDA based its decision to grant the capital investment incentive to Recipient partly upon such capital investment. If the actual capital investment amounts are lower than 80%, or $11,760,000, of the estimated capital investment or if adequate documentation of the capital expenditures and a Certificate of Occupancy are not provided to LEDA or LEDA's accountants by the deadline, the Capital Investment Incentive may be forfeited. In consultation with TTX Company, capital investment will be measured by documentation of construction and personal property purchase invoices to be provided to and verified by LEDA or LEDA's third-party accountant.

The Recipient has provided to LEDA an estimated capital investment cost of $14,700,000 for Phase I of the Project. LEDA based its decision to grant the capital investment incentive to Recipient partly upon such capital investment. If the actual capital investment amounts are lower than 80%, or $11,760,000, of the estimated capital investment or if adequate documentation of the capital expenditures and a Certificate of Occupancy are not provided to LEDA or LEDA's accountants by the deadline, the Capital Investment Incentive may be forfeited. In consultation with TTX Company, capital investment will be measured by documentation of construction and personal property purchase invoices to be provided to and verified by LEDA or LEDA's third-party accountant.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering Capital Investment Incentive meets and complies 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. James Conwright, and unanimously approved by all Directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter an Economic Grant and Contract with TTX Company. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grants and Contracts offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate a Performance Agreement.

John Osborne, President & CEO

Sydney Coleman, Secretary

AI# 14378
Regular City Council Meeting **5. 19.**
07/14/2026:

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement, and all related documents, by and between the City of Lubbock and Lubbock County, Texas, for Juvenile Case Manager Services.

Item Summary

The City of Lubbock and Lubbock County desire to renew a mutual agreement to provide the services of a Juvenile Case Manager, as a strategic measure to curb juvenile crime at the local level and to prevent juveniles from becoming further involved in the justice system.

This agreement provides a comprehensive and coordinated system to focus on case resolution, rehabilitation, and court-mandated monitoring to deter juvenile criminal activity.

Fiscal Impact

The cost to the City to provide the Juvenile Case Manager is $112,054.18 annually, and is funded in the Truancy Prevention Fund in the Municipal Court Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Jorge Hernandez, Presiding Judge

Attachments

Resolution - Interlocal Agmt for Case Manager
Agreement - Case Manager Interlocal Agmt with County

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code), regarding Juvenile Case Manager Services to provide a comprehensive and coordinated delivery system to reduce truancy, dropouts, and criminal activity, by and between the City of Lubbock and Lubbock County, Texas, and all related documents. Said Interlocal Agreement 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:

_____
Hon. Jorge Hernandez, Lubbock Municipal Judge

APPROVED AS TO FORM:

_____
Rachael Blansett, Assistant City Attorney

THE STATE OF TEXAS §
§
§ **Interlocal Agreement Juvenile Case**
§ **Manager Services provided by the**
§ **County of Lubbock**
§
COUNTY OF LUBBOCK §

This Interlocal Agreement is entered into on this 26 day of May, 2026, by and among the **CITY OF LUBBOCK**, a home-rule municipality in Lubbock County, Texas, hereinafter referred to as "**Lubbock**," and **LUBBOCK COUNTY, TEXAS**, hereinafter referred to as the "**County**", and collectively referred to as the "**Part(ies)**," with both Parties being political subdivisions and local governments of the State of Texas. This Interlocal Agreement is made and entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and in furtherance of the responsibilities of said Parties as provided under the law.

WHEREAS, the Parties each maintain courts which have jurisdiction over various criminal matters involving juveniles;

WHEREAS, the Parties desire to enter into a mutual agreement to provide a comprehensive and coordinated delivery system to reduce truancy, dropouts and criminal activity, and to provide services deemed appropriate and fiscally possible/feasible by the cooperating entities;

NOW THEREFORE:

I. AUTHORIZATION

A. This Agreement has been duly authorized by the governing body of each Party as evidenced by the signatures of the authorized official for each Party who signed herein.

B. Each Party shall designate the appropriate official or officials within its jurisdiction to take actions necessary to carry out the purposes of this Agreement. Each Party shall provide the other with the name, address, title or position, email address, and telephone number of each designated official. The same information shall be provided for the official authorized to direct activities under this Agreement, if different from the above-mentioned officials.

II. COUNTY DUTIES

A. The County shall create a Juvenile Case Manager Fund and may set a Juvenile Case Manager Fee at an amount allowed by the Texas Code of Criminal Procedure article 102.0174 (b) for each participating court.

B. The County, through its designated department, will provide services in cases involving persons pending in a court responsible for matters related to Texas Code of Criminal Procedure article 45.056, but giving priority to sections 25.093 and 25.094 of the Education Code.

C. As the entity providing juvenile case manager services, the County will ensure accountability to the judge in whose Court the referral originated, pursuant to Texas Code of Criminal Procedure article 45.056(j).

D. The County will provide one full-time (40 hours per week) Juvenile Case Manager. The County will ensure that the individual providing Juvenile Case Manager Services meet the training and education standards of a Certified Juvenile Probation Officer, ensuring that individuals providing Juvenile Case Manger services meet the minimum training and education standards pursuant to Texas Code of Criminal Procedure article 45.056(f).

E. The services to be provided shall include, but not be limited to:

i. Coordinating available community resources and juvenile services to ensure that City and County referrals each benefit from mutually shared resource availability.

ii. Making referrals to community resources utilizing Lubbock County's Juvenile Justice Alternative Education Program (JJAEP) to the fullest intent.

iii. Monitoring compliance with court orders;

iv. Implementing other policies / services developed by the Parties;

v. Coordinating services with other City and County departments; and

vi. Acting as liaison between the various courts in Lubbock County having jurisdiction over juveniles and juvenile issues.

F. The County warrants that its employees are covered under the County's workers compensation insurance plan to the extent allowed by law. To the extent allowed by law, County waives its right to subrogation as it relates to any workers compensation claim by its juvenile case managers.

III. CITY DUTIES

A. The City shall create a Juvenile Case Manager Fund and set a Juvenile Case Manager Fee at an amount sufficient to fund this Agreement, as allowed by Texas Code of Criminal Procedure article 102.0174 (b).

B. The City shall reimburse expenses of the County according to the provisions set forth in Section X of this Agreement, and as allowed by the Texas Code of Criminal Procedure, Article 45.056(d). Specifically included are salaries, benefits, training and travel, and costs of administration of the Juvenile Case Manager program. The total amount allocated by the City per fiscal year under this Agreement shall be $112,054.18; said amount is subject to change in future years by mutual written agreement of the Parties as set forth in amendments as anticipated by this Agreement.

C. Referrals to County shall be made by the Lubbock Municipal Court, in the Court's sole discretion.

IV. OVERSIGHT

A. The entities agree to delegate service delivery policy and staffing to the County. Designated representatives from the entities shall form an oversight committee to monitor program and service quality. Each participating court assessing a fee under Texas Code of Criminal Procedure article 102.0174(b) shall have a representative that meets annually with the Director of the Lubbock County Juvenile Justice Center (LCJJC) to assess the County's delivery system.

B. At such times as LCJJC updates are provided at the Lubbock County Board of Judges meetings, the Lubbock Municipal Judge shall have the option of attending the meeting and providing updates.

V. WAIVER

A. All immunities from liability enjoyed by each party within its own territorial limits and jurisdiction shall extend to its participation in performing actions pursuant to this Agreement unless otherwise provided by law.

B. Each Party will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

VI. AMENDMENTS

A. This Agreement sets forth the entire agreement of the Parties and no other oral or written commitments shall have any force or effect if not contained herein. Any amendments shall not be effective until approved in writing by all parties to this Agreement.

B. Expansion of the services may include services such as Teen Court and other activities authorized by articles 45.056 and 102.0174 of the Texas Code of Criminal Procedure, and shall be implemented only after an amendment is approved by the respective entities or incorporated in the annual renewal process.

VII. TERM AND EFFECTIVE DATE

A. This Agreement shall become effective October 1, 2026, and shall remain in effect for a period ending on September 30, 2027, and shall be automatically renewed for one-year terms running from October 1 until September 30 of each successive year unless terminated in accordance with the terms and conditions of this Agreement.

B. Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

VIII. VENUE

A. Each Party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Lubbock County, Texas.

IX. SAVINGS CLAUSE

A. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

X. PAYMENTS / FUND

A. The County shall submit an invoice for reimbursement for services rendered to the City on a monthly basis, no later than the 10th business day after the end of the prior month. The monthly invoice shall not exceed 1/12 of the total amount to be paid in any given fiscal year by the City. Payments by the City shall be used by the County only for the qualifying expenses of the Juvenile Case Manager program.

B. Payment shall be made by the City within thirty (30) days after receipt of the invoice.

C. Funds received from the City shall be used to reimburse the County's Juvenile Case Manager Fund as set forth in the attached budget (Exhibit A).

D. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any of the Parties fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the governing body of any of the Parties fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to that Party and the Party shall then have no further obligation to any other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, any other Party's *sole and exclusive remedy* shall be to terminate this Agreement.

XI. NO JOINT ENTERPRISE

A. This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

XII. SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED

THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE

PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

(SEE FOLLOWING PAGE FOR SIGNATURES)

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the effective date written below, each respective party acting by and through its governing body or its designee in the manner required by each party's charter or otherwise required by law, on the date herein below specified.

CITY OF LUBBOCK, Texas

Mark McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Jorge Hernandez, Municipal Judge

APPROVED AS TO FORM:

~~Rachel Foster~~ Rachael Blansett
Assistant City Attorney

LUBBOCK COUNTY, Texas

Curtis Parrish, County Judge

ATTEST:

Kelly Pinion, County Clerk

APPROVED AS TO CONTENT:

William A. Carter II, Director
Lubbock County Juvenile Justice Center

APPROVED AS TO FORM:

Marlise Boyles
Assistant District Attorney
Lubbock County Criminal District
Attorney's Office, Civil Division

JUVENILE BOARD CHAIRMAN

Phillip Hays, District Judge

AI# 14403
Regular City Council Meeting **5. 20.**
07/14/2026:

Information

Agenda Item

Resolution - Civic Center: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Sub-Committee and the Civic Lubbock, Inc. Board of Directors, for the 2026 Cultural Arts Grant Program, using Hotel Occupancy Tax funds collected at the end of Fiscal Year 2024-25.

Item Summary

Civic Lubbock Inc. (CLI) is a 501(c)(3) established in 1956. Their mission is to foster and promote cultural, educational, and entertainment activities, to include the visual and performing arts, for the citizens of Lubbock and the surrounding communities. CLI and the City of Lubbock continued their 70-year partnership by entering into a license agreement in July 2023. The agreement defines the relationship between the City and CLI. The Lubbock City Council is responsible for appointing the CLI Board of Directors.

As part of this license agreement, CLI administers an allocation of the Hotel Occupancy Tax to be utilized to underwrite local visual and performing arts programs. The Cultural Arts Grant Program (CAGP) is funded through a portion of the Hotel Occupancy Tax allocation, and those funds are used in making grant awards to local established non-profit organizations, for the encouragement, advancement, improvement, and application of the arts and the promotion of tourism in the Lubbock community.

In 2025, the Civic Lubbock Inc. Board of Directors approved revisions to the Cultural Arts Grant Guidelines. The revisions were primarily in the Eligibility, Funding Policy, and Assurances sections of the guidelines.

A mandatory Grant Workshop was held on April 27, 2026, for new applicants wishing to apply for a Cultural Arts Grant. Thirty-eight (38) applications were received by the June 1, 2026 deadline. This grant cycle provides funding for projects that will take place between September 1, 2026, and August 31, 2027.

The CAGP Review Committee and the CLI Board recommended full or partial funding for all thirty-eight (38) applicants.

The total allocation paid to CLI for the 2026 program was $574,356.00, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2024/2025. Of that allocation, the following amounts have been deducted: 10% ($57,435.60) for the Public Art Program and $25,000.00 for the 2027 4th on Broadway Celebration. This leaves $491,520.40 available for

the 2026 Cultural Arts Grant Program. In addition, interest and unused grant funds of $20,795.04 from current and prior years, providing a total of $528,115.44 available for this annual cycle of Cultural Arts grants. CLI absorbs the administrative expenses for administering this program. Therefore, the entire amount available for the 2026 CAGP is $528,115.44.

As a side note, in addition to the $25,000.00 deducted from the HOT funds mentioned above for the 2027 4th on Broadway Celebration, CLI has approved $25,000.00 of their own funds to provide seed money for the 2027 4th on Broadway Celebration.

The CLI Board of Directors approved the grant award recommendations at their board meeting on June 24, 2026. These recommendations are now being presented to the City Council for approval.

The CLI Board of Directors is requesting City Council approval of $528,115.00 in grant awards for the 2026 Cultural Arts Grant Program. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock Inc. All applicants, in signing their grant application, have made assurances that they, and any partnering organizations, will abide by the current Guidelines and Procedures.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Lisa Thomason, Civic Center Director
Cultural Arts Grant Review Sub-Committee
Civic Lubbock Inc. Board of Directors

Attachments

CAG Resolution
Cultural Arts Grant - Board Letter
Cultural Arts Grant Award Recommendations
Cultural Arts Grant Detail Support
Cultural Arts Grant Guidelines

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the 2026 Cultural Arts Grant Program using Hotel Occupancy Tax funds collected at the end of FY 2024-2025.

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 Blansett, Assistant City Attorney

ccdocsII/RES.Adoption – CAG Program-FY 2024-2025
6.22.26

CIVIC LUBBOCK
arts • culture • entertainment

June 26, 2026

Lisa Thomason
Director
Lubbock Memorial Civic Center
1501 Mac Davis Ln
Lubbock, Texas 79401

Dear Ms. Thomason:

The Cultural Arts Grant Review Committee and the Civic Lubbock Board of Directors (CLI) are presenting the grant award recommendations for the City of Lubbock's Cultural Arts Grant Program (CAGP) for 2026.

The total allocation paid to CLI for the 2026 programs was $574,356.00, which represents 5.92120% of the hotel/motel tax collected at the end of FY 2024/2025. Of that allocation, the following amounts have been deducted: 10% ($57,435.60) for the Public Art Program, and $25,000.00 for the 2027 4th on Broadway Celebration. This leaves $491,920.40 available for the 2026 CAPG. The amount of $15,400.00 was reallocated to the CAGP from the 2025 funds previously designated for the Live Music at the Airport Program as that program was discontinued in April of 2026. In addition, interest and unused grant funds of $20,795.04 was available for the 2026 program, making the amount designated for the 2026 Cultural Arts Grant Program a total of $528,115.44. CLI absorbs the expenses associated with administering the program therefore the entire amount available for the 2026 CAGP is $528,115.44.

As a side note, in addition to the $25,000.00 deducted from the HOT funds for the 2027 4th on Broadway Celebration, CLI has approved $25,000.00 of their own funds to provide seed money for the 2027 4th on Broadway Celebration.

The final payment for HOT funds collected in 2024/2025 was received in late December of 2025. The grant process for the 2026 CAGP began the first week of April 2026.

A mandatory grant workshop was held on April 27 for new applicants wishing to apply for a Cultural Arts Grant. The 2026 grant cycle is for projects that will take place between September 1, 2026 and August 31, 2027.

In 2025, the CLI Board revised the Cultural Arts Grant Guidelines and Procedures, particularly in the areas of Eligibility, Funding Policies and Assurances. In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the revised guidelines. All applying organizations, by signing the grant application, have made assurances that they, and any partnering organizations, will abide by the Guidelines and Procedures.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. The committee members are as follows:

Christi Cage, CLI Board of Directors/Chair of the Grant Review Committee
Kathy Horkey-Wolff, CLI Board of Directors
Alice Lozada, CLI Board of Directors
Paula January, Member-at-Large appointed by City Council
Christena Gonzales, Member-at-Large appointed by City Council

Accompanying this document are the grant award recommendations as approved by the CLI Board at their June 24, 2026 meeting. Thirty-eight applications were received by the June 1, 2026 deadline and thirty-eight applications are recommended for full or partial funding. The total amount of funding requested for the 2026 grant cycle was $719,290.00 of which $528,115.00 is recommended for funding. The remaining $ .44 from the funds available will be carried over to the 2027 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant awards of $528,115.00 as approved by the Civic Lubbock, Inc Board.

Sincerely,

Lindley Herring
President
Civic Lubbock, Inc.

Attachments

City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program
2026 Cultural Arts Grant Award Recommendations
July 14, 2026

Grant No.	Organization	Project	Requested	Recommended
2606-001	Ballet Folklorico/Lubbock Centro Aztlan	Viva Aztlan Festival 2027	$ 12,000	8,880
2606-002	Ballet Lubbock	Ballet Lubbock 2026/2027 Season	30,000	24,365
2606-003	Charles Adams Studio Project	Sights and Sounds at CASP: First Friday Art Trail	3,600	3,600
2606-004	Charles Adams Studio Project	Taps and Trolleys	2,090	1,800
2606-005	Fiestas del Llano, Inc.	Fiestas Patrias 2026	9,000	6,916
2606-006	Flatland Productions, Inc.	2026 Caldwell Kids Christmas Show	20,000	13,400
2606-007	Flatlands Dance Theatre	Flatlands Dance Theatre 18th Season and Community Outreach	27,550	19,285
2606-008	Hope in Song	Hope in Song: Spirituals and Hymns in Concert featuring David Gasche	20,000	14,200
2606-009	Literacy Lubbock	The Lubbock Book Festival	6,000	4,906
2606-010	Lubbock Arts Alliance, Inc.	49th Annual Lubbock Arts Festival	65,000	51,735
2606-011	Lubbock Arts Alliance, Inc.	PDA (Public Display of Art) in Lubbock (2027)	17,500	11,725
2606-012	Lubbock Arts Alliance, Inc.	Lubbock Cultural District Marketing 2026/2027	10,000	6,700
2606-013	Lubbock Christian University Theatre	Lubbock Christian University Theatre 2026/2027 Season	39,300	26,331
2606-014	Lubbock Christian University Theatre	LCU Hosts the Christian University Theatre Festival	6,100	4,973
2606-015	Lubbock Concert Band	Lubbock Concert Band 2026/2027 Season	2,000	2,000
2606-016	Lubbock Live Festival	Lubbock Live Festival for the Arts	75,000	50,000
2606-017	Lubbock Moonlight Musicals, Inc.	Moonlight Musicals 2026/2027 Season	55,000	40,700
2606-018	Lubbock Roots Historical Arts Council	Jazzy Christmas Concert 2026	15,000	10,500
2606-019	Lubbock Roots Historical Arts Council	A Kwanzaa Celebration	9,000	6,916
2606-020	Lubbock Roots Historical Arts Council	Caprock Jazz Festival 2027	30,000	21,000
2606-021	Lubbock Symphony Orchestra, Inc.	2026/2027 Lubbock Symphony Concert Season	80,000	60,000
2606-022	Lubbock-Con Ventures	Lubbock-Con 2027	21,000	15,000
2606-023	Robert Burns Society of West Texas	12th Annual Robert Burns Supper and Celebration	8,900	7,000
2606-024	Texas Tech University - International Affairs	26th Annual High and Dry Photography Exhibit	2,500	2,500
2606-025	The Lubbock Chorale	Eternal Life: A Commissioned World Premiere by Elaine Hagensburg	6,250	5,372
2606-026	The West Texas Children's Choir	SummerSing! Children's and Youth Choir Camp	3,000	3,000
2606-027	The West Texas Children's Choir	The West Texas Children's Choir 2026/2027 Season	9,000	6,916
2606-028	Underwood Center for the Arts	Flatland Film: Festival and Screening Series	11,200	8,000
2606-029	Underwood Center for the Arts	First Friday Art Trail	33,800	25,000
2606-030	Underwood Center for the Arts	Firehouse Presents!	15,000	10,050
2606/031	Underwood Center for the Arts	Hub City Renaissance Faire	7,500	5,911
2606-032	University Interscholastic League, TTU	UIL One-Act Play Director's Workshop 2026	4,000	4,000
2606-033	University Interscholastic League, TTU	UIL Region 1 4A and 5A One-Act Play Contests	14,000	10,233
2606-034	University Interscholastic League, TTU	UIL Summer Theatre/Technical Camps	15,000	10,111
2606-035	West Texas Dancing Raiderettes	WTDR Dance Company 2026/2027 Season	12,000	8,040
2606-036	West Texas Watercolor Society	2026/2027 West Texas Watercolor Society Shows	4,000	4,000
2606-037	West Texas Watercolor Society	Expressive, Loose Watercolors - Flowers to Figures Workshop	3,000	3,000
2606-038	Youth Artist Guild Lubbock	Youth Artist Guild Lubbock 2026/2027 Performing Arts Season	15,000	10,050
		TOTAL	**$ 719,290**	**$ 528,115**

Funding for the 2026 Cultural Arts Grant Program

City of Lubbock Hotel Occupancy Tax allocation	$ 574,356.00
Less 10% for Public Art	$ (57,435.60)
Less Funding for 2027 4th on Broadway	$ (25,000.00)
Unused finds from Live Music @ the Airport Program	$ 15,400.00
Interest earned on prior years and current year as of 3/31/26	$ 20,794.52
Carry over from 2025 CAG Program	$ 0.52
Total Available for the 2026 CAG Program	**$ 528,115.44**

Cultural Arts Grant Review Committee
Grant Recommendations
2026 Granting Cycle

2606-001 Lubbock Centro Aztlan/Ballet Folklorico Aztlan
Viva Aztlan Festival 2027
Amount Requested: $12,000
Amount Recommended: $ 8,880

Lubbock Centro Aztlan requested $12,000 to produce the Viva Aztlan Festival that will be held March 12-13, 2027 at the Lubbock Memorial Civic Center. The festival is the longest-running Folklorico competition in Texas. The festival will consist of Mexican folklore dance groups of all ages competing and participating in workshops taught by Masters of their field. Folklorico groups are invited from all over the nation to compete and display their artistry and traditions of Mexico through dance and music on a professional stage. On Friday evening, Studio 956 from Edinburg, TX will perform. On Saturday evening, Grammy award winning Mariachi Los Camperos from California will perform. The festival will also include workshops for interested Mariachi groups.

Committee Comments:

- Project has very strong cultural, artistic and educational merit.
- Applicant has a good marketing plan for advertising locally and outside the Lubbock area. Tourism websites as well as social media and websites that specifically cater to Folklorico and Mariachi groups will be utilized to promote the festival.
- Applicant has a good plan in place to track tourism. The application indicates that only 25% of the folklorico groups that participate are local groups. The other 75% are from other parts of the US.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($8,880) would be used towards the cost of Professional Services (Folklorico Master Judges/Performer Fees) and/or Promotion/Publicity

2606-002 Ballet Lubbock
Ballet Lubbock 2026/2027 Season
Amount Requested: $ 30,000
Amount Recommended: $ 24,365

Ballet Lubbock requested $30,000 to assist with marketing their 2026/2027 Season. The season includes *The Nutcracker* to be held in December of 2026 and the world premiere of *Ladies of the Llano / Rodeo*, a full-length original ballet celebrating West Texas heritage, in the spring of 2027. Both productions will be at Buddy Holly Hall.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates a strong multi-media strategy to include digital advertising, social media, email marketing, print collateral distributed across the region, and cross promotional outreach with community partners, area hotels and regional arts organizations.
- Applicant plans to partner with two local hotels.
- Application indicates other grant/foundation support as well as corporate support.
- Applicant has a good plan in place to track tourism.
- Cultural Arts Grant funds recommended ($24,365) would be used towards the cost of Promotion/Publicity

2606-003 Charles Adams Studio Project
Sights and Sounds at CASP: First Friday Art Trail
Amount Requested: $ 3,600
Amount Recommended: $ 3,600

The Charles Adams Studio Project (CASP) requested $3,600 to assist with visual and performing artist fees. supplies, postage, and advertising/promotion for Sights and Sounds at CASP: First Friday Art Trail. CASP has secured the following performing artists for the upcoming season: Alicia Morgan, Colt Compton, South Plains College: Creative Arts Department, Wade Parks Trio, Frontier Big Band and Drew Cypert. Additionally, CASP has secured the following visual artists: Dyson Fowler, Jon Whitfill, Dirk Fowler, Cole Chiriboga, Harrison Brooks and Joe Clifford. Other features will include live artist demos of a wide-ranging array of art-making practices by local, state, national and international artists.

Committee Comments:

- Project has strong artistic merit.
- Application indicates a good marketing plan for promoting the project locally and outside the Lubbock area.
- Application indicates a good plan for tracking tourism.
- Applicant's "It's Better Out Here" print series is an on-going outreach program and will be sent to regional organizations to invite them and their communities to visit Lubbock during FFAT.
- Applicant updated their rules for participating artists and organizations in 2025. The additional language restricts content, i.e. no content for mature audiences may be presented. It also requires all content to be approved in advance. The rules are signed by the artists and organizations that plan to participate in Sights and Sounds at CASP.
- Cultural Arts Grant funds recommended ($3,600) would be used towards the cost of Professional Services (Artist Fees for the artists mentioned above), Supplies, Postage and Advertising/Promotion

2606-004 Charles Adams Studio Project
Taps and Trolleys
Amount Requested: $ 2,090
Amount Recommended: $ 1,800

The Charles Adams Studio Project (CASP) requested $2,090 to assist with musician fees and trolley rentals for two "Taps and Trolleys" events to be held on January 30, 2027 and August 21, 2027 at three locations: Goodline Brewing Co, Brewery LBK, and Two Docs Brewing. Each participant will receive a commemorative glass designed by local artist Dirk Fowler and it will serve as their ticket to ride the trolleys between locations. Attendees will be invited to participate in an art-making activity led by a member of the CASP crew. Art-making activities will include screen printed coloring pages, leather stamping, block printing and more. Attendees will be encouraged to bring their children to participate in the crafts. Live music will be scheduled at two of the three locations.

Committee Comments:

- Project has a good arts component with live music and art-making activities.
- First time applicant has applied for this project.
- Application indicates a good marketing plan for promoting the project locally and outside the Lubbock area.
- Application indicates a good plan for tracking tourism.
- In future applications for this project, the committee would like to see more information on the arts-related components of the event.

- Cultural Arts Grant funds recommended ($1,800) would be used towards the cost of Professional Services (Musician Fees) and/or Rentals (Trolleys)

2606-005 **Fiestas del Llano, Inc.**
Fiestas Patrias 2026
Amount Requested: $ 9,000
Amount Recommended: $ 6,916

Fiestas del Llano requested $9,000 to assist with costs associated with Fiestas Patrias 2026 to be held September 12, 2026 at Mano Negra. Funding requested would cover entertainment costs and publicity for the event. The cultural celebration will feature a parade with live music provided by various local bands, performing a variety of music styles including Tejano, Norteno, Salsa and Rock, and folklorico groups performing during the day. The traditional Grito de Dolores ceremony will be recited that evening. The event is free and open to the public. One of the goals of Fiestas Patrias is to bring awareness to the rich heritage and traditions of music, dance and art of the Mexican-Mestizo culture.

Committee Comments:

- Project has strong cultural and artistic components that include music and dance.
- Application indicates a good plan to market the project locally and outside the Lubbock area using a variety of media platforms, to include social media, television and print as well as listings on the Visit Lubbock online calendar and other websites.
- Application indicates a plan to track tourism.
- Cultural Arts Grant funds recommended ($6,916) would be used towards the cost of Professional Services (Musicians/Sound System) and/or Promotion/Publicity

2606-006 **Flatland Productions, Inc.**
2026 Caldwell Kids Christmas Show
Amount Requested: $ 20,000
Amount Recommended: $ 13,400

Flatland Productions requested $20,000 to assist with costs associated with the presentation of the Caldwell Kids Christmas Show to be held on December 20-21, 2026 at the Cactus Theater. The two night live musical production will showcase talented young performers from across the South Plains region. The students will have the opportunity to work with experienced musicians, sound engineers and lighting technicians. The young performers will be backed by the Caldwell Collective band, a group of professional musicians, and gain hands-on experience in a real concert environment.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good plan for marketing using a variety of media platforms.
- Applicant plans to partner with a local hotel.
- Applicant plans to use ticket sales data, on-site surveys and communication with hotels to track tourism.
- Cultural Arts Grant funds recommended ($13,400) would be used towards the cost of Professional Services (Musicians, Production/Stage Crews) and/or Facility Rental.

2606-007 Flatlands Dance Theatre

Flatland Dance Theatre 18th Season & Community Outreach

Amount Requested: $ 27,550
Amount Recommended: $ 19,285

Flatlands Dance Theatre requested $27,550 to assist with costs associated with the Flatlands Dance Theatre's 18th Season of professional dance and community engagement. The season will include two original world-premiere productions and its first international collaboration. Productions include *A Spiritual Home* in October of 2026 at LHCUA's Firehouse Theatre with FDT artists and guest choreographers from India/Canada, Chicago, IL and Detroit, MI along with live music from the TTU School of Music faculty. In March of 2027, FDT will premier *Electro-Flora,* its first international collaboration. Created with London-based technologists-musicians Bionic and the Wires, the interspecies performance will use bio-electrical signals of plants and fungi to generate movement through custom engineered bionic arms. The production will take place at the Lubbock Garden and Arts Center and the TTU Museum.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates a marketing plan utilizing social media and email campaigns, other media platforms, including television and radio, posters, and online calendars.
- Application indicates a good plan for tracking out of town attendees. Tickets will be sold through Select-a-Seat.
- Application indicates strong corporation and foundation grant support.
- Cultural Arts Grant funds recommended ($19,285) would be used towards the cost of Professional Services (Guest Artists/Choreographers/Technical Designers/Crews, and Videography), Supplies (Costumes/Props), Facility Rental and/or Promotion/Publicity

2606-008 Hope in Song

Hope in Song: Spirituals and Hymns in Concert featuring David Gaschen
Amount Requested: $ 20,000
Amount Recommended: $ 14,200

Hope in Song requested $20,000 to assist with musician fees and music arrangements associated with the presentation of three concerts featuring Phantom of the Opera star David Gaschen. New music arrangements will be provided by world renowned composer Philip Keveren whose last project was with the London Symphony Orchestra. The concerts will be held on April 23, April 24 and April 25 of 2027 at the Civic Center Theater, the Cactus Theater and the Moonlight Musicals Amphitheatre respectively. Other musicians will include Amanda Key: Soprano, Gerald Dolter: Baritone, Abi Rhoades (Violin) Alejos Anaya: Cello, Elizabeth Johnson-Black: Flute, David Shea: Clarinet.

Committee Comments:

- Project has very strong artistic merit.
- Organization is a first-time applicant.
- Application indicates a good marketing plan, utilizing social media platforms, online tourism calendars, and newsletters.
- Application indicates a good plan for tracking tourism; zip code data for tracking out of town visitors will be provided through Select-a-Seat and the ticketing platform at the Cactus Theater.
- Cultural Arts Grant funds recommended ($14,200) would be used towards the cost of Professional Services (Guest Artist Fees/Music Arrangements)

2606-009 **Literacy Lubbock**
The Lubbock Book Festival
Amount Requested: $ 6,000
Amount Recommended: $ 4,906

Literacy Lubbock requested $6,000 to assist with costs associated with the Lubbock Book Festival, a literary celebration that brings together nationally recognized and local authors and readers in a dynamic, family-friendly environment. The festival will take place August 21, 2027 at the Overton Hotel. Along with West Texas writers, the festival welcomes award-winning and debut authors from across the nation, as well as poets, illustrators, podcasters, and book cover designers. The festival offers an array of programming including panel discussions, writing workshops, book signings, and interactive elements for children and provides opportunities for both emerging and established artists to present their work.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good plan for marketing using a variety of media platforms including geo-targeting social media advertising, book-related platforms such as Bookstagram, and online event calendars.
- Applicant plans to partner with a local hotel.
- Applicant plans to use ticket sales data, attendee surveys and communication with hotels to track tourism.
- Cultural Arts Grant funds recommended ($4,906) would be used towards the cost of Professional Services (Security/Photographer/Graphic Designer), Rentals (other than facilities), Supplies/Materials, and/or Promotion/Publicity

2606-010 **Lubbock Arts Alliance, Inc.**
49th Annual Lubbock Arts Festival
Amount Requested: $ 65,000
Amount Recommended: $ 51,735

The Lubbock Arts Alliance requested $65,000 to support the 49th Annual Lubbock Arts Festival to be held on April 10-11, 2026 at the Lubbock Memorial Civic Center. The theme for the 2027 Arts Festival will be "LIGHT!" celebrating the many ways that light is used in art – through neon, projection, color, shadow and reflection. Proposed highlights Lubbock Lights: the Art of Tony Greer and Larry Simmons, an immersive exhibition showcasing more than three decades of innovative neon and plasma artwork. Featured artist Melinda Green Harvey, a nationally recognized photographer, will present compelling images that explore landscape, architecture and the distinctive character of place. Laser Spectacles, Inc. will present a dynamic multi-media performance that combines lasers, music, animation and interactive visual effects. Other components include visual artists from around the nation, demonstrating artists, a Juried Gallery with merit awards, a Children's Art Area, Young Artist and Writers Competitions, and multiple performance stages.

Committee Comments:

- Project has very strong artistic merit.
- Applicant continues to bring in innovative and unique exhibits to stimulate interest in the arts and the festival each year.
- Applicant plans to partner with a local hotel.
- Application indicates a good plan to track tourism and room nights generated.
- Application indicates strong corporate and other grant/foundation support.
- Cultural Arts Grant funds recommended ($51,735) would be used towards the cost of Professional Services (Artists/Performers) and/or Promotion/Publicity

2606-011 Lubbock Arts Alliance, Inc.
PDA (Public Display of Art) in Lubbock 2026.2027
Amount Requested: $ 17,500
Amount Recommended: $ 11,725

The Lubbock Arts Alliance requested $17,500 to support professional fees for the PDA (Public Display of Art) in Lubbock initiative, which will involve the installation of two new large-scale sculptures by Texas artist Jeffie Brewer. These free-standing works will feature Brewer's iconic dog sculptures and serve as highly visual landmarks and symbols of Lubbock's commitment to public art and creative placemaking. The sculptures will make their public debut in April of 2027 at the Lubbock Arts Festival and then be installed at prominent traffic intersections maintained by the Texas Dept. of Transportation. Sculptures remain on display for two years before being replaced with new works, creating an evolving outdoor gallery that refreshes the city's visual landscape. The initiative is made possible through a long-standing relationship among the Lubbock Arts Alliance, the Tornado Industrial/Arts (TIA) and the Texas Department of Transportation (TXDOT).

Committee Comments:

- Project has very strong artistic merit.
- Application shows good collaboration/support from other organizations in the community.
- This is the only rotating public art initiative of its kind in the region.
- A good marketing plan is in place to promote the artwork to visitors and potential visitors through television coverage, newspaper articles, social media campaigns, and press releases to regional/statewide media.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended ($11,725) would be used towards the cost of Professional Services (Artist Fees/Installation and Logistic Fees)

2606-012 Lubbock Arts Alliance
Cultural District Marketing 2026/2027
Amount Requested: $ 10,000
Amount Recommended: $ 6,700

The Lubbock Arts Alliance requested $10,000 to continue promotion of Lubbock's Cultural District and the activities that take place within the District thereby attracting tourism, stimulating the economy and facilitating growth of the cultural sector. Marketing initiatives include a dedicated website, social media engagement, weekly SMS/MMS messages, and e-newsletters. These marketing efforts seek to inform residents and visitors of the activities/events in the District, increase attendance among new and returning patrons, drive ticket sales, and deepen engagement with the arts.

Committee Comments:

- Project promotes the arts, humanities and cultural tourism.
- Application indicates good numbers of views, click rates and open rates on the various marketing platforms; there is no cost to organizations to list events and provides additional marketing for the over 1,000 events held annually in the Cultural District.
- Between June 2025 and April 2026, the website recorded 49,759 sessions and 87,544 page views. The newsletter has over 5,000 subscribers from across Texas and neighboring states and is also distributed to regional media outlets, Visit Lubbock, and other tourism partners.
- Application indicates strong foundation grant support.
- Cultural Arts Grant funds recommended ($6,700) would be used towards the cost of Professional Services (Contract Labor for Website/E-Newsletter/Social Media/Texts)

2606-013 Lubbock Christian University Theatre
Lubbock Christian University 2026/2027 Theatre Season
Amount Requested: $ 39,300
Amount Recommended: $ 26,331

The Lubbock Christian University Theatre requested $39,300 to assist with orchestra musician fees and rental of costumes and royalties for two large-scale musical theatre productions. The nationally recognized productions of *Guys and Dolls* and *Mary Poppins* will be presented in October 2026 and August 2027 respectively. Both productions have broad audience appeal and significant musical and technical demands. The fall production will provide students with meaningful educational opportunities for theatre and music students while increasing live performing arts experiences for regional audiences. The cast of the August production will include alumni, local performers and community members.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates a good marketing plan for both locally and outside the Lubbock area to include postings on tourism websites, social media posts, postcards mail outs to theatre educators and alumni and local hotels.
- Application indicates a good plan to track tourism and hotel stays through their ticketing platform and surveys of cast and crews.
- Applicant plans to partner with local hotels.
- Cultural Arts Grant funds recommended ($26, 331) would be used towards the cost of Professional Services (Orchestra Musicians) and Rentals (Costumes) and/or Royalties

2606-014 Lubbock Christian University Theatre
LCU Hosts the Christian University Theatre Festival
Amount Requested: $ 6,100
Amount Recommended: $ 4,973

The Lubbock Christian University Theatre requested $6,100 to costs to host the Christian University Theatre Festival on March 1-3, 2027. This will be the first time LCU has hosted this annual festival. Participating schools will travel to Lubbock and present a full-length play or musical over the course of the festival. Past years have seen at least 4 institutions and as many as six institutions participate in the festival. Following each performance, an invited theatre professional will provide critique and feedback to the cast and directors. In addition to the performances, workshops will be held to further develop the students' theatrical skills.

Committee Comments:

- Project has strong artistic and educational merit.
- First time applicant has applied for this project.
- Application indicates that several institutions will travel to Lubbock to participate and stay in local hotels.
- Application indicates a good marketing plan to include radio ads and direct mail to theatre patrons in the regions, and online tourism websites.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($4,973) would be used towards the cost of Professional Services (Technical Directors/Festival Director), Supplies/Materials (Festival Shirts) and/or Advertising/Promotion

2606-015 Lubbock Concert Band
Lubbock Concert Band 2026/2027 Season
Amount Requested: $ 2,000
Amount Recommended: $ 2,000

The Lubbock Concert Band, now in its 19th year of presenting high quality accessible programming, requested $2,000 to assist with facility rental associated three public concerts at the Lubbock Memorial Civic Center Theatre. The concerts are scheduled for November 12-13, 2026, February 18-19, 2027 and May 2, 2027. The concerts are free and open to the public. The Lubbock Concert Band is an entirely volunteer organization comprised of over 100 musicians ranging in age from 18-84 years. While the actual works to be performed are still in development, past works performed have included "El Camino Real" by Alfred Reed, "An American Elegy" by Frank Ticheli, "Incantation and Dance" by Chance and Fanfare from "Le Peri" by Dukas.

Committee Comments:

- Project has very strong artistic merit.
- Organization is a first-time applicant.
- Application indicates a good marketing plan to reach potential attendees both locally and outside the Lubbock area and will include their website, social media platforms, local media outlets and online event calendars.
- Application indicates a good plan to track tourism and room nights generated.
- Application indicates strong community financial support through donations.
- Cultural Arts Grant funds recommended ($2,000) would be used for Facility Rental.

2606-016 Lubbock Live Festival
Lubbock Live Festival for the Arts
Amount Requested: $ 75,000
Amount Recommended: $ 50,000

Lubbock Live Festival requested $75,000 to assist with musician fees associated with the Seventh Annual Lubbock Live Festival for the Arts to be held August 28, 2027 in the Lubbock Arts District. The purpose of the festival is to showcase new and emerging local artists and to give back to the local arts community. The grant funds would be used to secure a headliner for the festival. The festival will also feature 15-20 local artists from a variety of disciplines including music, dance, and visual arts, with the goal in mind of supporting the arts and introducing the community to those involved in the arts in Lubbock.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good marketing plan including radio ads, TV news programs, and calendar listings on various tourism websites including Visit Lubbock and Festival Net, email blasts and on the performing artist's social media platforms.
- Application indicates a good plan to track tourism and room nights generated.
- Applicant plans to work with a local hotel
- Application indicates good corporate support. The organization has also applied for other foundation grant funds.
- Cultural Arts Grant funds recommended ($50,000) would be used towards the cost of Professional Services (Musician Fees)

2606-017 Lubbock Moonlight Musicals, Inc.
Moonlight Musicals 2026/2027 Season
Amount Requested: $ 55,000
Amount Recommended: $ 40,700

Lubbock Moonlight Musicals requested $55,000 to assist with the cost of actors/designers, script rentals and marketing for the presentation of its 2026/2027 Season. The productions, which include Academy shows and Main Stage productions, will be *Anastasia, Annie, The Prince of Egypt, The Music Man, Jr, Willy Wonka Kids, A Year with Frog and Toad Kids,* and *Grease,* and The Moonlight Musicals Academy Broadway Revues for fall and spring. The 35 performances will be held at Moonlight Musicals Amphitheatre.

Committee Comments:

- Project has very strong artistic and educational merit.
- Application indicates strong corporate and additional grant support.
- Application indicates a good marketing plan in place to reach potential audiences outside the Lubbock area, i.e. social media platforms, radio/tv and streaming, newsletters, mailers, and tourism websites and calendars.
- Application indicates a good plan for tracking tourism: through Select-a-Seat, customer surveys and other marketing research data.
- Cultural Arts Grant funds recommended ($40,700) would be used towards the cost of Professional Services (Actors/Designers), Other Rentals (Scripts) and/or Promotion/Publicity

2606-018 Lubbock Roots Historical Arts Council
Jazzy Christmas Concert 2026
Amount Requested: $ 15,000
Amount Recommended: $ 10,500

The Lubbock Roots Historical Arts Council requested $15,000 to support costs associated with the presentation of their annual Jazzy Christmas Concert. The concert will be held December 5, 2026 at the TTU Museum/Helen DeVitt Jones Auditorium. The performers will include international Billboard charting jazz saxophonist Tom Braxton and Band along with Joy Harris and other local performers. Tom Braxton, a Lubbock native, has thrilled audiences of all ages from coast to coast and abroad for over two decades. He has been featured in media and publications such as JAZZIZ, Smooth Jazz News, The Saxophone Journal, CBS's The Saturday Early Show, Ugandan Television and Daystar Television Network. Joy Harris is a Lubbock native who not only performs locally both solo and with other musicians but has toured the US and has a varied and eclectic style singing and playing bass.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good plan for tracking tourism.
- Application indicates that past attendees have come from Dallas, Houston, Austin, San Angelo, Midland, Odessa and other cities in the region as well as Arizona and California.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($10,500) would be used towards the cost of Professional Services (Artist Fees/Sound Services), Facility Rental, and/or Promotion/Publicity

2606-019 Lubbock Roots Historical Arts Council
A Kwanzaa Celebration

Amount Requested:	$ 9,000
Amount Recommended:	$ 6,916

The Lubbock Roots Historical Arts Council requested $9,000 to support costs associated with the presentation of A Kwanzaa Celebration on February 20, 2027 at the Mae Simmons Community Center. The Kwanzaa Celebration will be a one-day cultural arts program that will include pageantry, dancing, spoken word, education and art. The organizers will be bringing in African drummers and dancers. Due to its obscurity in the Lubbock area, Kwanzaa offers a fresh venue to showcase artistic talent centered on the African American culture.

Committee Comments:

- Project has strong cultural and artistic merit.
- This is the first time the organization has applied for this event.
- Although not part of the grant request, applicant plans to host a welcoming event on Friday, February 20th and a post program the evening of the 21st to encourage overnight stays.
- Application indicates a good plan for marketing to include television, post cards, social media platforms and various networks such as student organizations.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($6,916) would be used towards the cost of Professional Services (Performers/Sound Services/Security Fees), Facility Rental, and/or Promotion/Publicity

2606-020 Lubbock Roots Historical Arts Council
Caprock Jazz Festival 2027

Amount Requested:	$ 30,000
Amount Recommended:	$ 21,000

The Lubbock Roots Historical Arts Council requested $30,000 to support costs associated with the presentation of the Caprock Jazz Festival on July 10, 2027 at the TTU Museum/Helen DeVitt Jones Auditorium. The performers will include Tom Braxton and Band, Joy Harris and special guest artist, Emmet Cohen. Emmet Cohen is a multifaceted American Jazz pianist, composer and band leader who has emerged as a central figure in contemporary jazz. He is also known for his "Live from Emmet's Place", a weekly live stream series broadcast from his apartment in Harlem which has garnered over 100 million views.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good plan for tracking tourism.
- Application indicates a good plan for marketing both locally and outside the area which includes social media platforms, website listings, TV, newspaper and local magazines.
- Applicant plans to partner with a local hotel.
- Cultural Arts Grant funds recommended ($21,000) would be used towards the cost of Professional Services (Artist Fees/Sound Services), Facility Rental, and/or Promotion/Publicity

2606-021 Lubbock Symphony Orchestra
2026/2027 Lubbock Symphony Concert Season
Amount Requested: $ 80,000
Amount Recommended: $ 60,000

The Lubbock Symphony Orchestra requested $80,000 to assist with guest artist fees associated with the presentation of the 2026/2027 Season. The Lubbock Symphony Orchestra will be celebrating 80 years of providing this cornerstone project and has consistently attracted tourists from the region and several states. The season will consist of numerous classical concerts that will be held at Buddy Holly Hall including a Side-By-Side concert featuring the Lubbock Youth Orchestra performing with the Lubbock Symphony Orchestra in April of 2027. In May of 2027, Star Wars The Film will be featured with the Symphony performing the John Williams soundtrack. LSO will continue to collaborate with and hire local professional singer/songwriters performing different music genres to "open" for the LSO. The pre-concert performance will be held in the pre-function/lobby area of Buddy Holly Hall with a goal of broadening the demographic reach.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates strong corporate and foundation grant support.
- Application indicates a good marketing strategy to reach potential audiences outside our region, including digital/social media platforms, television/radio advertising, mailings and establishing local partnerships to help promote the season.
- Application indicates a good plan to track tourism.
- Applicant plans to partner with three local hotels.
- Cultural Arts Grant funds recommended ($60,000) would be used towards the cost of Professional Services (Guest Artist Fees)

2606-022 Lubbock-Con Ventures
Lubbock-Con 2027
Amount Requested: $ 21,000
Amount Recommended: $ 15,000

Lubbock-Con Ventures requested $21,000 to assist with costs associated with Lubbock-Con 2027 which will be held February 27-28, 2027 at the Lubbock Memorial Civic Center. Lubbock-Con is a multi-genre event that celebrates pop culture, the arts and expression of fandom. Funds requested would assist with appearance fees for Celebrity and Featured Guests (artists, writers and actors), advertising/promotion, security fees and performance equipment rentals. The organization would like to expand their guest line-up for 2027 to include more featured guests. Among the celebrity and featured guests would be voice actors, comic artists, illustrators, and writers sharing their experiences and doing portfolio reviews to help guide inexperienced creators to prepare for jobs in the industry.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant indicates a good marketing plan to include online calendar listings of tourism websites, digital advertising and aired commercials, listings on regional and national websites for conventions and pop culture events.
- Applicant has a good plan in place to track tourism to include zip code tracking through Select-a-Seat and vendor/attendee surveys.
- Applicant plans to partner with two local hotels.

- Cultural Arts Grant funds recommended ($15,000) would be used towards the cost of Professional Services (Guest Artist Fees/Security Fees), Advertising/Promotion, and Rentals (other than facilities)

2606-023 The Robert Burns Society of West Texas
11th Anniversary Robert Burns Supper and Celebration
Amount Requested: $ 8,900
Amount Recommended: $ 7,000

The Robert Burns Society of West Texas requested $8,900 to assist with costs associated with the 12th Anniversary Robert Burns Supper and Celebration to be held on January 23, 2027 at the Texas Tech University International Cultural Center. This traditional celebration of Scottish heritage and culture focuses on the literary legacy of Robert Burns, Poet Laureate of Scotland, his songs and poems. In addition to performances by local pipers and a Celtic harpist, there will be a concert featuring the internationally acclaimed band Dàimh, pronounced "Dive", from the Isle of Skye and the Outer Hebridges of Scotland. The band was voted Traditional Band of the Year and sing in English, Scots, and Scottish Gaelic.

Committee Comments:
- Project has strong artistic and cultural merit.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan both on the local level and outside the Lubbock area; applicant plans to reach out to other Scottish heritage organizations.
- Applicant has a good plan to track tourism. Zip code tracking through Select-a-Seat and a guest register at the event will be used to track tourism.
- Cultural Arts Grant funds recommended ($7,000) would be used towards the cost of Professional Services (Musician Fees and Sound System)

2606-024 Office of International Affairs, TTU
26th Annual High and Dry Photography Exhibit
Amount Requested: $ 2,500
Amount Recommended: $ 2,500

The Office of International Affairs at Texas Tech University requested $2,500 to support the continued growth of the Annual High and Dry Photography Exhibit to be on display in the International Cultural Center Galleries from December 5, 2026 through February 28, 2027. Since its inception in 2000, the High and Dry Exhibit has established itself as an esteemed juried photographic display, uniquely focusing on the peoples and landscapes of the world's arid and semi-arid regions. The exhibition draws participation from hundreds of artists nationwide. Approximately 85 photographers will submit over 350 photographs from which 60 images will be selected for the exhibition. A key element in attracting participation is the involvement of respected and experienced jurors from the country's photography community.

Committee Comments:
- Project has very strong artistic merit.
- Having a nationally known juror from outside the Lubbock area creates the potential to generate more entries and even more high-quality entries.
- Applicant has a good plan in place for marketing outside the Lubbock area. Online tourism calendar listings, tourism publications, social media and radio advertising as well as direct mail/emails to local and national photographers will be used to promote the exhibition.
- Applicant has a good plan in place for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended ($2,500) would be used for Professional Services (Juror Honorarium), Supplies/Materials (Exhibit Supplies), Postage and Promotion/Publicity

2606-025 The Lubbock Chorale
Eternal Life: A Commissioned World Premiere by Elaine Hagensburg
Amount Requested: $ 6,250
Amount Recommended: $ 5,372

The Lubbock Chorale requested $6,250 to support its May 2027 concert, "Eternal Life", a commissioned world premiere, to be held in Hemmle Recital Hall at Texas Tech University. The centerpiece of the program will be "Aeterna Via" by internationally recognized composer and guest artist Elaine Hagenburg, one of today's leading voices in contemporary choral music. This project represents a significant artistic achievement for the organization and contributes to Lubbock's reputation as a regional cultural center committee to artistic excellence and innovation in the performing arts.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good marketing plan; includes utilizing social media advertising, online tourism calendars, blast emails, and postcard mailings.
- Application indicates a good plan for tracking tourism; zip code data for tracking out-of-town visitors will be provided through Select-a-Seat.
- Cultural Arts Grant funds recommended ($5,372) would be used towards the cost of Professional Services (Guest Artist Fee and Musicians) and/or Promotion/Publicity.

2606-026 The West Texas Children's Choir
SummerSing! Children's and Youth Choir Camp
Amount Requested: $ 3,000
Amount Recommended: $ 3,000

The West Texas Children's Choir requested $3,000 to assist with costs associated with the SummerSing! Children's and Youth Choir Camp to be held June 20-25, 2027 at Buddy Holly Hall. The camp is a public arts education and performance program presented in conjunction with The West Texas Kodaly Initiative. SummerSing! will bring together approximately 100 young singers, who have completed grades 3-12, for a week of choral music-making, musicianship, creativity and community building. The students will be under the direction of nationally recognized guest conductor Dr. Paige Mathis, artistic director for the Atlanta Young Singers, and guest artists from Uganda, England and Hungary. Participants will work in small-group musicianship classes led by expert Kodaly-trained teachers, to develop skills in music, reading, writing, movement, improvisation and composition. The program culminates in a public performance at Buddy Holly Hall.

Committee Comments:

- Project has very strong educational and artistic merit.
- Organization is a first-time applicant.
- Application indicates a good plan to track tourism.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan that includes concert flyers, digital advertising and social media outreach, targeted communication with schools, arts organizations, music educators and other throughout West Texas and neighboring regions.
- Cultural Arts Grant Funds recommended ($3,000) would be used towards the cost for Professional Services (Guest Conductor/Pianist), Supplies/Materials (Supplies for camp participants), and Promotion/Publicity

2606-027 The West Texas Children's Choir
The West Texas Children's Choir 2026/2027 Season
Amount Requested: $ 9,000
Amount Recommended: $ 6,916

The West Texas Children's Choir requested $9,000 to assist with costs associated its 2026/2027 season, O Aula Nobilis: A Hall of Light. Season concerts include "A Hall of Light" on October 18, 2026 at St. John's United Methodist Church, "Home for the Holidays" with the Lubbock Chamber Orchestra on December 1 at Buddy Holly Hall, two performances of "When It's Christmas Down in Texas" at the Firehouse Theatre during the First Friday Art Trail on December 5 at LHUCA and "See the Lights" on April 29, 2027 at TTU Hemmle Recital Hall. The West Texas Children's Choir offers these opportunities to perform to more than 100 young singers, from Kindergarten through college.

Committee Comments:

- Project has very strong educational and artistic merit.
- Organization is a first-time applicant.
- Application indicates a good plan to track tourism.
- Application indicates a good marketing plan that includes digital and social media promotion, email campaigns, regional music educator networks, collaborative arts organizations, reaching out to schools and churches in Amarillo, Midland-Odessa, Plainview, Levelland, Brownfield, Snyder and Abilene and surrounding rural districts.
- Cultural Arts Grant Funds recommended ($6,916) would be used towards the cost of Professional Services (Guest Artists/Musicians/Sound/Lighting Technicians/Choreographers) and Promotion/Publicity

2606-028 Louise Hopkins Underwood Center for the Arts
Flatland Film: Festival and Screening Series
Amount Requested: $ 11,200
Amount Recommended: $ 8,000

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $11,200 to fund marketing, screening fees, filmmaker stipends and graphic design work for the 23rd Annual Flatland Film Festival to be held September 24-26, 2026 at the Firehouse Theatre at LHUCA. The project also includes a Flatland Screening Series to be presented in the spring and summer of 2027. Recognized as one of the region's premier independent film events, the festival showcases exceptional work by emerging and established filmmakers. The three-day festival includes three competitive short film blocks featuring over 30 regional, national and international films and four feature films. In addition, Flatland provides unique experiences for attendees with filmmaker Q&As, audience talkbacks, and networking opportunities. The Flatland Screening Series will headline a group of "throwback" films that are celebrating anniversary years. The screenings will also feature partnerships with Texas Tech Humanities Center and the Lubbock Cultural Arts Foundation Filmmaker Meet-Up.

Committee Comments:

- Project has very strong artistic merit.
- Application indicates a good marketing plan for promoting the festival outside the region including neighboring states; plans to utilize YouTube ads, radio/tv ads, and nationally targeted social media ads.
- Application indicates good corporate funding support.
- Applicant plans to work with Visit Lubbock to secure a room block at a local hotel.
- Application indicates a good strategy for tracking tourism and room nights generated.

- Cultural Arts Grant funds recommended ($8,000) would be used towards the cost of Professional Services (Screening Fees/Filmmakers Honorarium) and Promotion/Publicity

2606-029 Louise Hopkins Underwood Center for the Arts
First Friday Art Trail
Amount Requested: $ 33,800
Amount Recommended: $ 25,000

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $33,800 to support monthly First Friday Art Trails (FFAT) by providing funding for safety and security resources, advertising and promotion, way-finding materials, and live local music on the LHUCA Plaza. FFAT is a program managed by LHUCA and is held on the first Friday of each month (September – August) from 6pm-9pm that brings together 5,000+ visitors to enjoy visual art, live music, dance, theatre, local art and craft vendors, food trucks and more. While LHUCA serves as the manager of the event, the majority of the funding requested will focus on activities and services on the LHUCA campus. As FFAT continues to grow, crowd management and event safety is a top concern. Funds requested would support the cost of off-duty police and private security who manage safety at LHUCA and trolley advertising.

Committee Comments:
- Project has very strong artistic merit.
- Project creates great exposure for participating venues and artists.
- Application indicates a good marketing plan for advertising outside the region and will include, in conjunction with other media platforms, advertising in "Southwest Contemporary" and "Arts + Culture" magazines, which serve multiple states.
- Application indicates strong corporate as well as local foundation grant support.
- In 2025, applicant updated their Guidelines for First Friday Venues to reflect the language referenced in the revised CAG Guidelines with respect to performances and exhibits during FFAT; the Guidelines are signed by all participating venues.
- Cultural Arts Grant funds recommended ($25,000) would be used towards the cost of Security and Safety ($16,000) and Trolley Advertising ($9,000)

2506-030 Louise Hopkins Underwood Center for the Arts
Firehouse Presents!
Amount Requested: $ 15,000
Amount Recommended: $ 10,050

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $15,000 to support costs associated with the Firehouse Presents! series. This project brings local bands, youth events, theatrical performances, movie screenings, and literary readings to the community at a free or accessible ticket price. Highlights of the program will feature performances by two Texas Commission on the Arts Touring Roster Artists: Texas native Ruthie Foster whose signature style incorporates folk, blues and gospel and The Guadalupe Dance Company, a nationally renowned group based in San Antonio. The 8th Annual Battle of the Bands Competition will celebrate emerging bands in the spring of 2027. Hullabaloo will perform six shows across the season and will offer a 6-week improv workshop. Roundtable Theatre Troupe will perform three full productions during the year.

Committee Comments:
- Project has very strong artistic merit.
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms.
- Application indicates a good plan in place for tracking tourism.

- With the expansion of the program in 2024, both overall attendance for the program as well as number of visitors increased significantly over the last two years.
- Cultural Arts Grant funds recommended ($10,050) would be used towards the cost of Professional Services (TCA Touring Artist Fees, Battle of the Bands Performance Fees/A-V Technician/Graphic Design Fees) and Promotion/Publicity

2606-031 Louise Hopkins Underwood Center for the Arts
Hub City Renaissance Faire
Amount Requested: $ 7,500
Amount Recommended: $ 5,911

The Louise Hopkins Underwood Center for the Arts (LHUCA) requested $7,500 to fund costs associated with the 4th Annual Hub City Renaissance Faire scheduled for October 24, 2026 at various locations across the LHUCA campus. The theme for the Faire will be "Return to the Shire" which celebrates the 24th anniversary of the release of the Lord of the Rings films. The Faire will headline theatrical performances by local and regional actors and directors, historical dance performances, and live music by area performers and folk ensembles. The Faire will also include interactive art demonstrations by LHUCA Clay Studio and CASP Metal and Print Lab artists, visual arts activities and table-top gaming experiences. The evening will conclude with a Lord of the Rings-inspired improv performance by Hullabaloo Comedy Company. More than 30 artisans, craft vendors, and food vendors will offer historically inspired goods, costumes, artwork and cuisine alongside educational demonstrations including live raku firings, hands-on ceramic activities, blacksmithing and printmaking demonstrations.

Committee Comments:
- Project has very strong cultural and artistic merit.
- Application indicates a good marketing plan to target regional, statewide and neighboring states using a variety of media platforms.
- Applicant plans to partner with a local hotel.
- Application indicates a good plan in place for tracking tourism.
- Cultural Arts Grant funds recommended ($5,911) would be used towards the cost of Professional Services (Performer and Demonstrating Artist Fees/AV Technician Fees/Security Fees), Supplies and Materials (Art and Stage supplies) and/or Promotion/Publicity

2506-032 University Interscholastic League – TTU
UIL One-Act Play Director's Workshop 2026
Amount Requested: $ 4,000
Amount Recommended: $ 4,000

The University Interscholastic League requested $4,000 to assist with costs associated with the UIL One-Act Play Director's Workshop that will be held on October 23-24, 2026. The workshop is designed for theatre educators. Training will be provided on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising.

Committee Comments:
- Project has strong artistic and educational merit.
- Application indicates good potential for generating room nights.
- Applicant plans to partner with a local hotel.
- Application indicates a good marketing plan to promote the workshop locally, regionally and to over 1,200 directors throughout Texas; direct mail will be sent to private schools in the region.

- Cultural Arts Grant funds recommended ($4,000) would be used towards the cost of Professional Services (Presenters), Facility Rental and Supplies/Materials (Technical Supplies/Workshop Supplies)

2606-033 **University Interscholastic League – TTU**
Texas Tech UIL Region 1 4A and 5A One-Act Play Contests
Amount Requested: $ 14,000
Amount Recommended: $ 10,233

The University Interscholastic League-TTU requested $14,000 to assist with costs associated with hosting the UIL Region 1 4A and 5A One-Act Play Competitions to be held April 20-22, 2027. The competition will be held at the Allen Theatre and targets student thespians from 500 Texas 4A and 5A school districts. UIL expects 1,000 visitors and 350 competitors to come to Lubbock for the competition. The Region 1 area encompasses areas ranging from the northern Panhandle, east to the DFW area, south to Lampasas, and west to El Paso.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a good plan for tracking tourism and room nights.
- Application indicates a good marketing plan in place to promote the project to school districts across Texas.
- Cultural Arts Grant funds recommended ($10,233) would be used towards the cost of Professional Services (Judges/Contest Manager/Stage Manager/Timers) and Facility Rental

2606-034 **University Interscholastic League – TTU**
UIL Summer Theatre/Technical Camps
Amount Requested: $ 15,000
Amount Recommended: $ 10,111

The University Interscholastic League-TTU requested $15,000 to assist with costs associated with the UIL Summer Theatre/Technical Camps scheduled for July 7-17, 2027. The focus of the camps will be on techniques in acting and technical theatre. The participants will produce seven plays with the final performances being open to public. Students attending the camps learn all aspects of producing a play, including building sets, designing and running lights, creating costumes and publicity package design. Students from across Texas attend the camps. The camps and performances will be held in the Maedgen Theatre, the Black Box Theatre as well as other areas within the theatre complex.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates that the student performances bring in family members from around the state; good potential for tourism and overnight stays. Performances are also open to the public.
- Applicant has a good history of generating hotel room nights.
- Application indicates a good marketing plan to generate tourism/overnight stays; the camps will be marketed to one-act play theater directors around the state.
- Cultural Arts Grant funds recommended ($10,111) would be used towards the cost of Professional Services (Camp Directors/Instructors) and/or Supplies/Materials (Costumes/Technical Supplies)

2606-035 West Texas Dancing Raiderettes
WTDR Dance Company's 2026/2027 Season
Amount Requested: $ 12,000
Amount Recommended: $ 8,040

The West Texas Dancing Raiderettes (WTDR) requested $12,000 to assist with costs associated with the WTDR Dance Company's 2026/2027 Season. WTDR offers programming that includes performance dance classes and workshops, taught by professional instructors, to increase access to the arts for underserved populations, particularly minority and low-income youth. Public performances will include an original holiday production, "The Tale of Cyndi" in December of 2026 and their spring Recital showcase in May of 2027 as well as appearances at cultural events within the city and volunteer-based performances at schools, festivals, and senior centers. Various dance styles, such as ballet, jazz, hip-hop, tap, majorette and contemporary are included in the program.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good plan in place to track tourism.
- Applicant has a plan to market the program and performances to include digital advertising, social media campaigns, event listings on cultural calendars, email marketing, and press releases.
- Cultural Arts Grant funds recommended ($8,040) would be used towards the cost of Professional Services (Instructors/Choreographers/Visiting Artists/Music/Sound and Lights), Supplies/Materials (Costumes), and/or Advertising/Promotion

2606-036 West Texas Watercolor Society
2026/2027 West Texas Watercolor Society Shows
Amount Requested: $ 4,000
Amount Recommended: $ 4,000

The West Texas Watercolor Society requested $4,000 to assist with costs associated with the presentation of its 2026 Fall Signature Show, 2026 Winter Small Works Show and the 2027 Spring Show. The Fall Signature Show will be held September 1-20, 2026 at the Buddy Holly Center. There will be a regional Call for Entry using Café Call, an entry management system. The 2026 Winter Small Works Show will be held January 1 – February 28, 2027 at the Charles Adams Gallery. The small works show will feature works as small as a postage stamp to no larger than a 10" x 10" painting. The 2027 Spring Show will be held April 1 – May 31, 2027 at the Lubbock Municipal Garden and Arts Center and will have three categories: Novice, Intermediate and Advanced/Professional.

Committee Comments:

- Project has very strong artistic merit.
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars, social media and venue websites.
- Applicant has a good plan in place for tracking tourism and room nights generated.
- Cultural Arts Grant funds recommended ($4,000) would be used towards the cost of Professional Services (Jurors/Café Call), Promotion/Publicity and Other (Artist Awards)

2606-037 West Texas Watercolor Society
Expressive Loose Watercolors: Flowers to Figures Workshop
Amount Requested: $ 3,000
Amount Recommended: $ 3,000

The West Texas Watercolor Society requested $3,000 to assist with the costs associated with the presentation of a water-media workshop: "Expressive Loose Watercolors – Flowers to Figurines" featuring guest artist Janet Rogers from Florida. The workshop will be held September 14-17, 2026 at the Icehouse on the LHUCA campus. Ms. Rogers loves the fluid qualities of watercolor and wants her students to find connections to watercolor in a new and expressive way.

Committee Comments:

- Project has strong artistic and educational merit.
- Applicant has a good marketing plan in place; plans to promote the workshop through the WTWC website and the artist's website, newsletters and on the Visit Lubbock event calendar
- Application shows good support from other grant foundations; a grant was received to provide scholarships and art supplies for three public school art teachers.
- Cultural Arts Grant funds recommended ($3,000) would be used for Professional Services (Guest Artist Fees)

2606-038 Youth Artist Guild Lubbock
Youth Artist Guild Lubbock Performing Arts Season 2026/2027
Amount Requested: $ 15,000
Amount Recommended: $ 10,050

The Youth Artists Guild of Lubbock requested $15,000 to assist in funding performances, educational classes, performing arts camps and workshops during their 2026/2027 season. The performances and activities will take place at the Hollingsworth Hall Cultural Center on Boston Ave. The season will include the production of four student-produced plays, two musical productions, classes, performing arts summer camps, student improv troupe, student playwriting, film contests and community workshops. The activities provide students with the opportunity to learn theatre, dance and music history, traditions, styles and skills while participating in expressing, creating, and performing pieces that represent multiple cultures and art mediums.

Committee Comments:

- Project has strong artistic and educational merit.
- Application indicates a good plan for tracking tourism. Patrons will be surveyed when they register or reserve tickets and asked if they will be staying in a hotel.
- Applicant has a good marketing plan in place; plans to promote classes and performances on various online tourism calendars, local online calendars, and on various social media platforms.
- Cultural Arts Grant funds recommended ($10,050) would be used towards the cost of Professional Services (Directors/Choreographers/Instructors), Rentals (Scripts/Performance Rights), Supplies/Materials (Set materials) and Advertising/Promotion

City of Lubbock
&
Civic Lubbock, Inc.

Cultural Arts Grant Program

Guidelines and Procedures
2026

INTRODUCTION

The City of Lubbock Cultural Arts Grant Program, as administered by Civic Lubbock, Inc., provides established Lubbock-based non-profit organizations with financial support for projects that promote tourism and the arts and humanities in Lubbock. This is done in an effort to contribute to Lubbock's growing reputation as a regional cultural and entertainment center.

Funding for the Cultural Arts Grant Program comes from Hotel Occupancy Tax (HOT). Hotel Occupancy Tax is collected from local hotels, motels, and bed and breakfast inns. The revenues from Hotel Occupancy Tax can only be used for certain expenditures as outlined by law of the State of Texas. Therefore, in order to receive funding from the Cultural Arts Grant Program each project must show that it:

1. Directly promotes tourism and the convention and hotel industry, and

2. Involves the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

3. Is advertised and open to the general public.

Civic Lubbock, Inc. accepts Cultural Arts Grant Program Applications from groups meeting the above criteria and wishing to receive HOT funds. Priority in funding will be given to those events that demonstrate the ability to generate overnight visitors to Lubbock. Civic Lubbock, Inc. also encourages all event organizers to patronize Lubbock businesses for food, supplies, materials, printing, and other services that add to the local economy.

ELIGIBILITY

1. An applicant must be a Lubbock-based non-profit, tax-exempt organization holding letters of confirmation from the Internal Revenue Service.
2. An applicant must have been chartered and actively pursuing its goals for at least one year prior to application.
3. The proposed project must directly promote tourism and the convention and hotel industry **and** promote the arts and humanities.
4. Project must be open to the general public. (No restricted audience projects)
5. Project must take place within the city limits of Lubbock, Texas.
6. The project must fall within the 12-month grant cycle beginning on September 1st, following the June 1st grant application deadline, and ending August 31st of the following year or as amended (as described in section titled AMENDMENTS TO APPROVED PROJECT PROPOSALS)
7. Applicants must be in good standing with the City of Lubbock and Civic Lubbock, Inc. at the time applications are considered. To be considered in good standing, organizations must not be past due in monies due in connection with the use of any city-owned facilities or property.

FUNDING POLICIES

Ineligible Requests
The Grant Program will not fund the following:

- Elimination of accumulated debt
- Any travel expenses
- Personnel expense normally associated with general operations of the organization
- Operating/overhead expenses normally associated with general operations of the organization
- Fundraising events or activities
- Projects already funded or completed
- Receptions, social functions, galas, or parties
- Capital improvements, renovations, construction, structural maintenance of facilities or purchase of real property
- Any political activities, including but not limited to, promoting or advocating for or against a particular political position, candidate or party
- Projects, productions, workshops and/or programs that include obscene materials as defined in Section 43.21- 43.28 Penal Code of Texas

Funding Period
Applications will be accepted once a year. Applications for the 2026 Cultural Arts Grant Program will be accepted on or before the following date:

June 1, 2026 For projects taking place between September 1, 2026 and August 31, 2027

Note: Should June 1st fall on a Saturday or Sunday in any given year, applications will be due on the preceding Friday.

Matching Funds

1. Applicants must match all funds one-for-one (1:1) provided by the grant. Matching funds may be cash or in-kind contributions, with the in-kind **NOT** exceeding 25% of the total match and/or grant award. *In all instances, the grant program encourages a cash match.*

2. In-kind match may include any services or supplies for which the applicant would normally pay, but which are being contributed free of charge. Only true donations of time, supplies, and services may be allowed as an in-kind match. For those individuals who regularly donate their time and services to the applicant organization, the project budget should include only those contributions that pertain directly to the project. In-kind value of volunteer services must be calculated at the minimum per-hour wage.

Dispersal of Funds

1. Sixty percent (60%) of the grant award will be scheduled for payment no later than September 15 following the June 1 application deadline. The remaining forty percent (40%) will be paid upon approval of the applicant's Evaluation Report Form (ERF) and other required documentation. The ERF form will be provided by Civic Lubbock, Inc. and must be completed and returned within sixty (60) days of the project ending date. Failure to submit the ERF in the designated timeframe could result in forfeiture of the remaining forty percent (40%) of the grant award. Organizations must be in good standing with the City of Lubbock and/or Civic Lubbock, Inc. at the time the above payments are due. To be considered in good standing, the organization must not be past due in monies due to the City of Lubbock and/or Civic Lubbock, Inc. in connection with the use of any city-owned facilities or property. Should an organization not be in good standing at the time the above payments are due, the organization will not receive such payments until good standing is re-established.

MANDATORY WORKSHOP & APPLICATION REVIEW FOR NEW APPLICANTS

A mandatory pre-application workshop will be presented prior to the grant application deadline for the benefit of new applicants. In addition, new staff members of organizations that have received grant funding in the past and who will be completing the organization's application, will also be required to attend the workshop. A media advisory regarding the date/time of the workshop will be sent to local media outlets. Workshop information will also be available on the Civic Lubbock, Inc. website (www.civiclubbock.org) or by contacting 775.2267.

Applicants are encouraged to contact the Civic Lubbock Project Coordinator (staff liaison to the Grant Review Committee) at 775-2267 for assistance with grant application and required attachment instructions. Drafts are accepted up to two weeks before the application deadline. Grantees may receive assistance from the Civic Lubbock Project Coordinator regarding project revisions, contractual obligations, and reporting requirements.

Organizations submitting applications to the Grant Review Committee for the first time are required to schedule a pre-application review with the Civic Lubbock Project Coordinator at least two (2) weeks in advance of the application deadline. Appointments may be made by contacting the Project Coordinator at 775-2267.

APPLICATION REVIEW

Criteria

The following criteria will be used in reviewing all applications submitted to the Cultural Arts Grant Review Committee. One (1) point is the lowest score.

ARTISTIC MERIT: 1-50 POINTS

- Will the project use the funds for the encouragement, promotion, improvement, and application of the arts?
- Is the project innovative?
- Does the project promote excellence in the arts and the humanities?
- Does the project contribute to Lubbock's reputation as a regional cultural center?
- Does the project serve to educate the public in the value of the arts & humanities?

TOURISM IMPACT / MARKETING EFFORTS: 1-30 POINTS

- Does the project directly promote tourism in Lubbock?
- Does the project directly promote the convention and hotel industry in Lubbock?
- Does the project include marketing efforts outside of the region?
- Are these marketing efforts targeted to attracting tourism to the event/project?
- Does the project offer collaboration among tourism partners, such as the Lubbock Convention and Visitor's Bureau (Visit Lubbock) and/or a local hotel?
- Does applicant plan to register the project with the CVB (Visit Lubbock)?

CAPABILITY: 1-20 POINTS

- Does the organization show evidence of public and private financial commitment other than its request to Civic Lubbock, Inc.?
- Is the amount requested reasonable in relation to the total cost of the project?

Cultural Arts Grant Review Committee

The Cultural Arts Grant Review Committee is a standing committee of Civic Lubbock, Inc. and consists of three Directors from the Civic Lubbock, Inc. Board and two members-at-large appointed by the Lubbock City Council. The City Council appointed members-at-large are appointed for a term of three years. The President of Civic Lubbock, Inc. or his/her designee will serve as an ex-officio member of the Cultural Arts Grant Review Committee.

The Cultural Arts Grant Review Committee will meet to review and consider applications. The committee will be charged with the responsibility of making its recommendations to the full Civic Lubbock, Inc. Board. The Civic Lubbock, Inc. Board will then present the recommendations to the City Council, which has final authority. Applicants will be notified of the grant amount awarded following City Council approval. This process will be completed as early as possible following the established application deadlines.

Amendments to Approved Project Proposals:

Grant funds may be expended only for project purposes and activities set forth in the proposal and budget originally approved, or as subsequently amended by the organization, and approved in writing by Civic Lubbock, Inc. Written requests for amendments must be submitted and approved prior to significant revisions of the following:

1. Changes of project scope, purpose, activities, dates and times, principal participants and/or significant changes in the project budget that would impact the one-for-one (1:1) required match;
2. Changes in the project director or other professional personnel identified in the proposal;
3. Changes in the project budget that exceeds ten percent (10%) in items funded by the Cultural Arts Grant.

Reconsideration Process

An applicant may request reconsideration of a non-award recommendation by the Cultural Arts Grant Review Committee if that organization can demonstrate that:

- The Grant Review Committee failed to follow published application and review procedures;
- The Grant Review Committee demonstrated prejudice, capricious or arbitrary actions.

Written requests should be directed to the President of Civic Lubbock, Inc. (1501 Mac Davis Lane, Lubbock, TX 79401) and must be submitted within 10 days of the date on the non-award notification letter. Only authorized officials listed on the application may request reconsideration. The Civic Lubbock, Inc. President will appoint an ad hoc three-member committee consisting of two Directors of the Civic Lubbock, Inc. Board (excluding Directors that serve on the Cultural Arts Grant Review Committee) and one City-appointed member of the Cultural Arts Grant Review Committee at its next regular meeting. The decision of the Civic Lubbock, Inc. Board of Directors is final as to the recommendations that will be presented to the City Council. The City Council's decision on funding is final.

FUNDING REQUIREMENTS

Acknowledgment

Proper acknowledgment must be given to the City of Lubbock/Civic Lubbock, Inc. Grants Program by including the following statement on all printed programs, publicity, or publications related to the program:

THIS PROGRAM (EXHIBIT) MADE POSSIBLE IN PART
THROUGH A GRANT FROM THE CITY OF LUBBOCK,
AS RECOMMENDED BY CIVIC LUBBOCK, INC.

In addition, the City of Lubbock and Civic Lubbock, Inc. logos should be displayed on the organization's website and other promotional materials including printed programs, social media publicity, etc. associated with the grant-funded project. Please contact Civic Lubbock, Inc. to obtain these images. Failure to include the above acknowledgments may result in cancellation of the grant.

Assurances

All grant recipients, in signing the required grant agreement, confirm assurances that the applicant organization and any partnering organizations involved with applicant's project will comply with existing local, state, and federal laws, including but not limited to, prohibiting discrimination based on race, color, national origin, sex, or disability.

All grant recipients, in signing the required grant agreement, further confirm that the applicant organization and any partnering organization involved with the project will not use the grant funds to advertise, sponsor, or endorse any political candidate, campaigns or political issues and will avoid issues of a divisive or controversial nature.

Record Keeping

Books and records must be maintained for at least one year after conclusion of the grant and must be exhibited upon request by the Lubbock City Council or Civic Lubbock, Inc. A financial statement from a certified public accountant or an independent audit may be required for the fiscal year in which the grant is awarded.

Final Evaluation

The Evaluation Report Form (ERF) for the project must be submitted within sixty (60) days of the project's ending date. The form is provided by Civic Lubbock, Inc. and must include an itemized account of the project to include receipts, invoices and other financial information as needed to document expenditures of grant funds and sample copies of programs, publicity, and other printed materials.

Letter to City of Lubbock Officials

Organizations receiving grant funds will be required to send a letter to the Mayor and City Council thanking them for making funds available from the Hotel Occupancy Tax for the Cultural Arts Grant Program and expressing how the grant award supported their project and its success. A single letter can be sent and should be addressed as follows:

The Honorable Mayor and City Council Members
of the City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

IMPORTANT: A copy of the letter must be submitted to Civic Lubbock before the remaining forty percent (40%) of the grant award payment can be made. The letter is to be submitted along with the Evaluation Report Forms and required ERF support documentation.

ORGANIZATIONS THAT HAVE NOT SUBMITTED ERFs MAY NOT APPLY FOR FUTURE FUNDING UNTIL THEIR DELINQUENT ERFs HAVE BEEN SUBMITTED.

Evaluation Rating System for ERF:

Civic Lubbock, Inc. conducts an evaluation review of every grant using the ERF and supporting materials. This rating is available to the Cultural Arts Grant Review Committee and is outlined below:

"AAA" Rating (highest possible rating)

- Showed direct evidence of promotion of tourism
- Showed direct evidence of promotion of convention and hotel industry
- Showed direct evidence of the encouragement, promotion, improvement and application of the arts
- Submitted ERF by due date
- Exceeded matching projections
- Submitted exceptional support documentation and thank you letter to City of Lubbock Officials
- Showed direct evidence of tracking being completed and submitted to CVB

ORGANIZATIONS SUBMITTING ERFs MORE THAN TEN DAYS PAST THE DUE DATE WILL NOT RECEIVE A RATING HIGHER THAN "AA" EVEN IF THEY HAVE MET ALL OTHER CRITERIA FOR A "AAA" RATING.

"AA" Rating

- Showed direct evidence of promotion of tourism
- Showed direct evidence of promotion of convention and hotel industry
- Showed direct evidence of the encouragement, promotion, improvement and application of the arts
- Submitted ERF by due date
- Met matching requirements as stated in contract
- Submitted appropriate support documentation and thank you letter to City of Lubbock Officials

ORGANIZATIONS SUBMITTING ERFs MORE THAN 30 DAYS PAST THE DUE DATE WILL NOT RECEIVE A RATING HIGHER THAN "A" EVEN IF THEY HAVE MET ALL OTHER CRITERIA FOR A "AA" RATING.

"A" Rating

- Did not show direct evidence of promotion of tourism
- Did not show direct evidence of promotion of convention and hotel industry
- Did not show direct evidence of the encouragement, promotion, improvement and application of the arts
- Submitted ERF past due date
- Did not meet matching requirements as stated in contract
- Did not submit appropriate support documentation and/or thank you letter to City of Lubbock Officials

GRANT RECIPIENTS THAT DID NOT MEET THE MATCHING REQUIREMENTS AS STATED IN THE CONTRACT WILL INCUR A REDUCTION IN THE REMAINING PORTION OF THEIR GRANT AWARD.

ORGANIZATIONS SUBMITTING ERF'S MORE THAN 60 DAYS PAST THE DUE DATE WILL FORFEIT THE REMAINING 40% OF THE GRANT AWARD.

REQUIRED DOCUMENTATION FOR GRANT APPLICATIONS

One (1) original of the following **must** be included for applications to be considered:

_____ 1. Grant Application

_____ 2. Program Information Summary

_____ 3. Project Financial Information Summary (Project Budget)

_____ 4. Project Budget Detailed Breakdown

REQUIRED ATTACHMENTS FOR GRANT APPLICATIONS

One (1) copy of the following attachments **must** be included for the application to be considered:

_____ 1. Copy of organization's IRS nonprofit 501 (c) 3 tax-exemption letter.

_____ 2. List of organization's Board of Directors.

_____ 3. Brief narrative on the purpose and history of the organization.

_____ 4. Brief resumes of people involved in managing the project.

_____ 5. Copy of an independent audit or financial statements for the most recent operating year

_____ 6. Copy of the first eight ((8) pages of the organization's IRS Form 990 or a copy of the Form 990-EZ/Form 990-N submitted and filed for the most **recent** calendar year.

AI# 14373
Regular City Council Meeting 5. 21.
07/14/2026:

Information

Agenda Item

Resolution - Cultural Arts: Consider a resolution authorizing the Mayor to execute an amendment to the Economic Development Grant Agreement, by and between the City of Lubbock and Lubbock Experience, Inc., a 501(c)(3) non-profit corporation, d/b/a the Lubbock Cultural Arts Foundation, for the City's share of the estimated cost associated with the operation of the Lubbock Cultural Arts Foundation.

Item Summary

In 2019, the City Council approved an Economic Development Grant Agreement between the City of Lubbock and Lubbock Experience, Inc., a 501(c)(3) non-profit corporation, d/b/a the Lubbock Cultural Arts Foundation (LCAF). The City of Lubbock provided grant funding in the amount of $75,000, a one-third share of the estimated cost associated with the employment of a Director of Cultural Arts. The City's appropriation is paid annually, and is subject to available funds appropriated by formal act of the Lubbock City Council.

The Foundation agreed to use the City's contributions to partially fund a position of Director of Cultural Arts, whose duties and responsibilities were set forth in Exhibit A. The Foundation also agreed, in creating and filling the position, to promote the common good and general welfare through economic development and advancement of the Lubbock Cultural Arts Community.

Since 2020, when the first Director of the Lubbock Cultural Arts Foundation was hired, the foundation has successfully cultivated and championed the arts and culture of Lubbock, Texas. The Foundation achieved and manages the committees for all 3 certifications currently offered by the State of Texas for the City of Lubbock; Texas Music Friendly, Texas Film Friendly and Texas Digital Media Friendly.

The amendment increases the City's grant funding amount from $75,000 to $112,500, a one-half share of the estimated cost associated with the Lubbock Cultural Arts Foundation. The duties of the Lubbock Cultural Arts Foundation are laid out in the Exhibit A attachment.

Fiscal Impact

$112,500 will be proposed in the FY 2026-27 Civic Centers Operating Budget for this purpose.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Amendment No. 1
Exhibit A
Original Grant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Economic Development Grant Agreement by and between the City of Lubbock and Lubbock Experience, Inc., d/b/a Lubbock Cultural Arts Foundation 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:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett
Rachael Blansett, Assistant City Attorney

ccdocsII/RES.Amend #1 Eco. Dev. Agmt. - LBK Cultural Arts Foundation
6.16.26

Amendment No. 1

Economic Development Grant Agreement
City of Lubbock, TX
And
Lubbock Experience, Inc., d/b/a Lubbock Cultural Arts Foundation

THIS FIRST AMENDMENT (the "Amendment") to the Economic Development Grant Agreement is entered into by and between the City of Lubbock (the "City") and Lubbock Experience, Inc., a 501(c)(3) non-profit corporation, d/b/a the Lubbock Cultural Arts Foundation (the "Foundation"). The City and the Foundation may be referred to collectively as the "Parties" and each as a "Party".

WHEREAS, the Parties have entered into the Economic Development Grant Agreement, dated December 3, 2019, City of Lubbock Resolution No. 2019-R0449 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to address the duties of each Party, the economic development grant funding amount, and update the exhibits originally attached thereto.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is agreed to hereby, the Parties enter into this Amendment and agree as follows:

1. Section 2 of the Agreement, "Duties of the City", is hereby amended by deleting Subsection 2.1 in its entirety and replacing it with the following:

   2.1. The City hereby agrees to provide economic development grant funding to the Foundation in the amount of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($112,500.00), a one-half share of the estimated cost associated with the Foundation's employment of a Director of Cultural Arts and overall operation of the Lubbock Cultural Arts Foundation. The City's appropriation shall be annual and is subject to available funds appropriated by formal act of the Lubbock City Council.

2. Section 3 of the Agreement, "Duties of the Foundation", is hereby amended by deleting Subsections 3.1 and 3.2 in their entirety and replacing them with the following:

   3.1 The Foundation agrees to use the City's contribution to partially fund the Foundation's employment of a Director of Cultural Arts and to further the Foundation's stated organizational purpose and activities, consistent with those set forth in Exhibit "A". In creating and filling said position, the Foundation shall promote the common good and general welfare through economic development and advancement of the Lubbock cultural arts community.

   3.2 The Foundation agrees to advertise, recruit, and fill the position of Director of Cultural Arts, if vacant, and to provide the City with written confirmation and updates to any change in status of the position. Foundation shall include the City Manager or his designee in any recruitment and interview process for the position. Foundation agrees to hold the City, its offices, agents, and elected officials harmless from any and all claims, demands, causes of

action, damages, injuries, fines, penalties and expenses of any kind arising in connection with this Agreement and the City's contribution hereunder.

3. The Agreement is hereby amended by substituting and replacing Exhibit "A" of the Agreement, with a revised Exhibit "A", which is attached hereto and removing and deleting Exhibit "B" of the Agreement in its entirety.

All other terms of the Agreement, not specifically amended by this Amendment No. 1 shall remain in full force and effect and are not altered herein.

IN WITNESS HEREOF, the Parties have executed this Agreement as of this ____ day of _____, 2026.

CITY OF LUBBOCK

Mark W. McBrayer, Mayor

ATTEST:

Courtney Paz, City Secretary

LUBBOCK EXPERIENCE, INC.
d/b/a Lubbock Cultural Arts Foundation

John Osborne, President

ATTEST:

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Blansett, Assistant City Attorney

EXHIBIT A

Lubbock Experience, Inc.

DBA Lubbock Cultural Arts Foundation

Organizational Purpose:

The Lubbock Cultural Arts Foundation (LCAF) has a mission to cultivate and champion the arts and culture of Lubbock, Texas. Founded in 2020, LCAF manages the Lubbock Music Friendly, Lubbock Film Friendly and Lubbock Digital Media Friendly programs for the City. These programs are statewide programs which stem from the Governor's Office of Economic Development.

The Lubbock Cultural Arts Foundation also works closely with Visit Lubbock and Market Lubbock to promote cultural tourism initiatives by establishing Lubbock as a statewide and nationwide destination for arts, culture and entertainment.

Finally, the Lubbock Cultural Arts Foundation fills a critical role in connecting Lubbock's arts and cultural organizations together through programs, professional development opportunities and events with the goal being to strengthen the creative economy of Lubbock.

Organizational Activities:

The organization is a resource for visiting and local filmmakers who need support scouting, securing filming locations and obtaining permitting from the City of Lubbock.

It is a resource for musicians and supports them through professional development workshops, events and assisting with marketing album releases and live music opportunities.

Two advisory committees: The Lubbock Music Friendly Advisory Committee and the Lubbock Digital Media Friendly Advisory Committee are managed through LCAF.

LCAF also manages a website, events calendar and music directory (a requirement of the City's Music Friendly Designation) as resources for creatives, visitors and residents.

The Lubbock Cultural Arts Foundation creates opportunities for the creative economy to connect through programming which includes: two music centric professional development programs which are "Getting the Gig" and "Buffalo Grass Fest", a monthly networking opportunity for film professionals and students called "Filmmakers' Meet-Ups",

special opportunities which include supporting artist receptions, album releases and exhibit openings to support the general arts and culture community.

Lubbock Cultural Arts Foundation serves as the marketing connection for many independent artists, musicians and creatives who seek support in sharing their work and their art within the Lubbock community and beyond. LCAF has a healthy social media presence and works closely with Market Lubbock to co-market events and opportunities which can elevate tourism and the local arts economy.

LCAF seeks to unify the Lubbock arts community through its events, inviting all creatives to be a part of its activities and meetings. It offers many professional development opportunities to encourage strong business knowledge by artists and arts organizations.

Organizational Accomplishments on behalf of the City of Lubbock:

Achieved all three certifications currently offered by the state for the Lubbock: Texas Music Friendly, Texas Film Friendly and Texas Digital Media Friendly.

Manages the Advisory Committee for each of these certifications.

LCAF has developed strong rapport with all arts organizations and is often a sought counselor to assist and support.

LCAF has identified grants and offered insight into private funding sources for non-profit organizations.

LCAF has offered professional development workshops including focus topics such as Money Management, Marketing, Touring, Brand Management and Negotiations and Venue Relationships. Many of these workshops have been uploaded to YouTube so that they are accessible to all. This is a key element of programming, unique to the creative economy which is needed by artists and performers.

LCAF has been an ardent supporter of City initiatives including supporting public art projects, ARPA grant funds management, Lubbock Music Now and West Texas Walk of Fame.

LCAF has become an important and integral resource and partner within the life of the Lubbock arts and culture community.

Resolution No. 2019-R0449

Item No. 7.15

December 3, 2019

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Economic Development Grant Agreement by and between the City of Lubbock and Lubbock Experience, Inc., d/b/a Lubbock Cultural Arts Foundation for funding associated with a Director of Cultural Arts, and related documents. Said Grant 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 December 3, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Grant Agrmt- Lubbock Cultural Arts Foundation
November 13, 2019

Resolution No. 2019-R0449

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This grant agreement ("the Agreement") is between the City of Lubbock (hereinafter called "City") and Lubbock Experience, Inc., a 501(c)(3) non-profit corporation, d/b/a the Lubbock Cultural Arts Foundation (hereinafter called the "Foundation").

WHEREAS, the Foundation is a non-profit corporation intended to assist in the support of historic preservation and cultural heritage, assist and support educational opportunities and conferences in the community, support increased participation in amateur sporting events, support qualifying activities related to visitor information centers, and more specifically to promote the social welfare and economic development of the City by advancing the Lubbock arts community regionally and statewide, and strengthening the vibrancy of the cultural arts community within Lubbock; and

WHEREAS, the City desires, through the authority granted it by Section 380.001 of the Texas Local Government Code, to assist the Foundation in attaining the stated goals by contributing to certain costs associated with the Foundation's employing a Director of Cultural Arts; NOW THEREFORE:

The Parties agree as follows:

Section 1. Recitals and Exhibits Part of Agreement.

1.1 The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

1.2 Exhibits "A" and "B" are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

Section 2. Duties of the City.

2.1 The City hereby agrees to provide grant funding to the Foundation in the amount of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00), a one-third share of the estimated cost associated with the employment of a Director of Cultural Arts, a description of which position is attached hereto as Exhibit "A". The City's appropriation shall be annual, and is subject to available funds appropriated by formal act of the Lubbock City Council.

Section 3. Duties of the Foundation.

3.1 The Foundation agrees to use the City's contribution to fund partially a position of Director of Cultural Arts, whose duties and responsibilities shall be consistent with those set forth in Exhibit "A" and, in creating and filling said position, to

promote the common good and general welfare through economic development and advancement of the Lubbock cultural arts community.

3.2 Foundation agrees to advertise, recruit, and fill the position as promptly as practicable, on terms set forth generally in Exhibit "B" and to provide the City with written confirmation that such position has been filled within sixty (60) days of the grant. Foundation shall include the City Manager or his designee in the recruitment and interview process. Foundation agrees to hold the City, its officers, agents, and elected officials harmless from any and all claims, demands, causes of action, damages, injuries, fines, penalties and expenses of any kind arising in connection with the City's contribution hereunder.

Section 4. Full Agreement.

4.1 This Agreement contains the entire understanding and agreement reached by the parties and supersedes all other written or oral exchanges, agreements, arrangements, or negotiations between them or their legal representatives, and may not be altered, amended or modified, except by writing properly executed documents by the party to be charged thereby.

Section 5. Successors and Assigns.

5.1 All covenants and agreements herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6. Future Assurances.

6.1 The parties agree to cooperate fully and use their best efforts to carry out the full purpose and intent of this Agreement.

6.2 Each party agrees to take such future actions and execute such additional documents as may be required or appropriate to give full force and effect to this Agreement.

6.3 The parties further agree that any Director employed with funds appropriated pursuant to this Agreement shall not be considered, under any circumstances, to be an employee of the City of Lubbock.

Section 7. Force Majeure.

7.1 If any default or performance of any other covenant or term of this Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or any other circumstances beyond a signatory party's control, then the duty to do or perform the term or covenant, regardless of whether the circumstances is similar to those enumerated or not, is excused during the delay period.

Section 8. Captions.

8.1 The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

Section 9. Multiple Counterparts.

9.1 This Agreement may be simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original. This Agreement may also be executed separately by all or any of the parties, and all such agreements shall collectively be deemed as an original executed agreement of all the parties.

EXECUTED this 3rd day of December, 2019.

CITY OF LUBBOCK,
A Municipal Corporation

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

Lubbock Experience, Inc.
d/b/a Lubbock Cultural Arts Foundation

JOHN OSBORNE, PRESIDENT

ATTEST:

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Ann Manning, Attorney for
Lubbock Experience, Inc.

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant
City Attorney

EXHIBIT A

Lubbock Experience, Inc.
DBA Lubbock Cultural Arts Foundation

(all herein referred to as the "organizations")

POSITION DESCRIPTION

Position Title:	Director
Position Classification:	Exempt
Approved By:	Chief Executive Officer, Market Lubbock, Inc.

REPORTING RELATIONSHIPS

Position Reports To:	**Chief Executive Officer, Market Lubbock, Inc.**
Positions Supervised:	None

POSITION PURPOSE

Responsible for the advancement of the overall success and sustainability of the Lubbock Cultural Arts Foundation through developing relationships, cultivating donors and growing private and public resources. Establish strategic priorities that align with the needs of the Lubbock arts community, stakeholders and the community it serves. Serve as the chief spokesperson by clearly articulating the mission, vision, and values that guide the growth, public image, and increased brand awareness of the Lubbock art community, both regionally and statewide. Be an aspirational public leader at the forefront of local initiatives that strengthen the vibrancy of the cultural arts community within Lubbock.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

1. Marketing
    a) Promote and market all Lubbock cultural arts programs.
    b) Maintain a working knowledge of how to creatively market arts programming through social media, websites, and other channels.
    c) Communicate about programs and resources with the Lubbock arts community.
    d) Obtain and manage a TX Music Friendly Community Certification.
    e) Obtain and manage a TX Film Friendly Community Certification.
    f) Promote cultural tourism initiatives by establishing Lubbock as a statewide and nationwide destination for arts, culture and entertainment.

2. Fundraising

a) Formulate and direct all major fundraising initiatives and regularly interact with major gift prospects and donors.
b) Seek out and initiate all funding opportunities available to the arts community.
c) Advocate local arts policy and funding by developing and maintaining productive relationships with local, state, and federal public and private agencies that financially support the arts.
d) Work towards endowment creation and growth.
e) Lead fundraising for annual operating expenses through donor identification, cultivation and implementation of an Annual Giving program.
f) Identify and qualify new donor prospects, annual and major.
g) Build relationships with individuals, small businesses, and corporations
h) Implement funding programs

3. Public Visibility and Advocacy
   a) Initiate conversations about ways in which the arts positively impact the economy, quality of life and lifelong learning and success.
   b) Represent Lubbock Cultural Arts Foundation by participating on local and regional boards, committees, and commissions.
   c) Serve as the primary spokesperson for Lubbock Cultural Arts Foundation regarding statements to the media, government partner institutions, institutional vision, and collaborative agreement announcements
   d) Cultivate relationships by attending and hosting stakeholders at various evening and weekend community events
   e) Serve as a liaison to the community when attending meetings, special events, and all other public engagements.

4. Advocate for the Lubbock arts community at the local, state and federal level.

5. Market public art projects in the Lubbock Cultural Arts District and Downtown.

6. Maintain a public arts and events calendar.

7. Assist in the development of a Cultural Plan.

8. Perform other duties as assigned.

PERFORMANCE MEASUREMENTS

1. Marketing research efforts are professional, accurate and promptly completed.
2. Organizational websites are accurate, maintained and professional at all times.
3. Communicate effectively with others.
4. Administrative support functions are completed effectively and efficiently.
5. Department functions are conducted in accordance with established procedures and policies.
6. All department records are current, accurate and organized.
7. Arrives to work punctually and effectively uses time to complete assigned projects within the time frame specified.
8. Develops a positive working relationship with others within the office.
9. Maintains a high degree of integrity when making decisions that involve the use of charitable funds.

QUALIFICATIONS

Education/Certification: Bachelor's degree in non-profit or arts administration, business management or similar field

Experience Required: Minimum of Three to Five (3-5) years of related executive management experience leading a non-profit organization or arts/cultural related organization

Required Knowledge, Skills and Abilities:

- Knowledge of current trends and themes in cultural arts, public art, music, creative placemaking and place keeping and their role in the health and vitality of cities
- An understanding of the needs of artists and art organizations to grow and thrive in Lubbock
- An understanding of the role arts and culture play in the economic health of a city
- Experience implementing and executing a successful capital campaign.
- Demonstrated experience in fundraising and as a visible leader in community engagement and public advocacy
- Experience managing a budget
- Proficiency with Microsoft Office products, QuickBooks and donor development software
- Self-starter and ability to work unsupervised
- Sense of urgency and calm performance under deadline pressure
- Multi-tasking and ability to shift tasks as priorities change
- Good communication and organization skills
- Familiarity with the local area
- Teamwork and positive office partnership skills
- Valid Driver's License and pass background and credit checks

EXHIBIT A

Intent and Function of Job Descriptions

Job descriptions assist organizations in ensuring that the hiring process is fairly administered and that qualified employees are selected. They are also essential to an effective appraisal system and related promotion, transfer, layoff, and termination decisions. Well constructed job descriptions are an integral part of any effective compensation system.

All descriptions have been reviewed to ensure that only essential functions and basic duties have been included. Peripheral tasks, only incidentally related to each position, have been excluded. Requirements, skills, and abilities included have been determined to be the minimal standards required to successfully perform the positions. In no instance, however, should the duties, responsibilities, and requirements delineated be interpreted as all inclusive. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodations will be made which may pose serious health or safety risks to the employee or others or which impose undue hardships on the organization.

Job descriptions are not intended as and do not create employment contracts. The organization maintains its status as an at-will employer. Employees can be terminated for any reason not prohibited by law.

_____ _____

Signature of Employee Date

_____ _____

Signature of CEO or Representative Date

To Apply: Submit resume to
Katy Christy, Human Resources Manager
katy@marketlubbock.org

EXHIBIT B

Exhibit A (job description) was posted on the Texas Commission on the Arts website, Texas Association of Museums website, shared on LinkedIn and other social media platforms in September 2019. Interviews began October 7, 2019 and are ongoing.

Applicants should submit resumes to:

Katy Christy, Human Resources Manager
katy@marketlubbock.org

AI# 14395
Regular City Council Meeting **5. 22.**
07/14/2026:

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33002142, with InsightSoftware LLC, for a 3-Year agreement and Enterprise Subscription Conversion, related to financial planning, reporting, analytics, and performance management.

Item Summary

In July and November of 2010, the City purchased a total of 37 perpetual licenses for report-writing software used by end users to create financial and management reports. Over time, the City expanded its licensing to a total of 49 licenses.

This 3-year agreement transitions the City from perpetual licensing to an enterprise subscription model. The new agreement reduces the cost per license from $5,072 to $2,803, resulting in an immediate licensing savings of approximately $111,181 across 49 licenses. In addition, annual maintenance increases are reduced from 15% to 3%, providing more predictable long-term budgeting, reducing future operating costs, and ensuring continued access to software updates and vendor support.

This purchase is made available through the OMNIA Partners Contract # 23-6692-03 for Technology Products, Solutions and Related Services. In accordance with Texas Local Government Code Chapter 271.083 and Texas Government Code Chapter 791.025, purchases made through OMNIA Partners Contracts meet all competitive procurement requirements.

Fiscal Impact

The total amount of the 3-year purchase agreement is $307,542.18. The first year payment is $99,499.02 and is budgeted in the Information Technology Operating Budget - Software Maintenance. The subsequent years will be requested during the budget process for FY 2026-27 and 2027-28.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager
Jennifer Frescaz, Chief Information Officer

Attachments

Resolution - Insight Software LLC

PO 33002142 - InsightSoftware 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, a Purchase Order Contract No. 33002142 under OMNIA #23-6692-03, by and between the City of Lubbock and Insight Software, LLC., for Enterprise Subscription Conversion, 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:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney
Ryan Brooke for

ccdocs II/RES.PO -- Insight Software, LLC.
July 2, 2026

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 6/29/2026
Order Number 33002142 000 OP
Branch/Plant 3410

TO: INSIGHTSOFTWARE, LLC
PO BOX 200386
PITTSBURGH PA
15251-0386

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

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

Ordered 6/29/2026 Freight .
Requested 7/28/2026 Taken By S RIVERA
Delivery Per J Zhine / Req # 64893 Quote #Q-1481651/Omnia 23-6692-03 PUR 19778

If you have any questions, please contact Jay Zhine: jzhine@mylubbock.us 806-775-2366

-2366 Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PwrEntrpr Subscript Convrsn Y1 07 27 2026-07 26 2027	1.000	92,592.9600	EA	92,592.96	7/27/2026
HUB-LIC-WEB-PwrEnterprise-Sub					
Power Enterpr Subscription Y1 07 27 2026-07 26 2027	1.000	1,929.0200	EA	1,929.02	7/27/2026
HUB-LIC-WEB-PwrEnterprise-Sub					
Viewer EntrprSubscrptConvrs Y1 07 27 2026-07 26 2027	1.000	4,977.0400	EA	4,977.04	7/27/2026
HUB-LIC-WEB-VWR-SUB					
Hubble Power Enterprise Subscr 07 27 2027-07 26 2028	1.000	102,484.5000	EA	102,484.50	7/27/2027
Y2 HUB-LIC-WEB					
Hubble Power Enterprise Subscr 07 27 2028-07 26 2029	1.000	105,558.6600	EA	105,558.66	7/27/2028
Y3 HUB-LIC-WEB					

Total Order

Terms NET DUE ON RECEIPT 307,542.18

This purchase order encumbers funds in the amount of $307,542.18 awarded to Insight Softwre, LLC. of Pittsburgh, PA on _____. The following is incorporated into and made part of this purchase order by reference: Quote dated June 26, 2026, from Insight Software, LLC. of Pittsburgh, PA and OMNIA Contract #23-6692-03.
Resolution #_____

CITY OF LUBBOCK:

_____
Mark McBrayer, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

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).	Cyber Liability: $1,000,000 per claim. Technology Errors and Omissions Liability: $1,000,000 per claim.
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 0453C42E-7009-868B-820D-79B3C20FA2E7

insightsoftware, LLC
8529 Six Forks Road
Suite 300
Raleigh, North Carolina 27615
United States

Order Form

Order Information			
Order Number	Q-1481651	**Payment Terms**	Net 30
Offer Valid Through	July 28, 2026	**Billing Schedule**	Annual
Order Currency	USD	**Account Executive**	Dylan Ledbetter

Customer Information	
End Customer Account	City of Lubbock
Customer (Bill To Account)	Insight - OMNIA Contract
Billing Contact	Charlie Stout
Address	PO Box 3083 Orem, UT 84059 United States
Email	cstout@mylubbock.us
Phone	(806) 775-2384

Term: July 27, 2026 to July 26, 2029

Year 1: July 27, 2026 to July 26, 2027

Product or Service Name	Qty	Net Total Price
Power - Enterprise - Subscription HUB-LIC-WEB-PwrEnterprise-Sub	49	$94,521.98
Viewer - Enterprise - Subscription HUB-LIC-WEB-VWR-Sub	8	$4,977.04
	Subtotal :	**$99,499.02**

Year 1 Fees:	**$99,499.02**
Year 2 Fees:	**$102,484.50**
Year 3 Fees:	**$105,558.66**
Order Form Total – Fees:	**$307,542.18**

Product Special Terms and Conditions

In the event of a conflict between these Product Special Terms and Conditions and the terms contained in a prior order form, addendum or other document mutually signed by the parties, these Product Special Terms and Conditions control.

All perpetual on-premise licenses previously issued to Customer are hereby terminated and replaced with the subscription on-premise licenses set forth herein.

OMNIA Contract No. 23-6692-03

Invoice, PO and Tax Information - Customer to Complete:

Email for Invoice Delivery:

Purchase Order Information. Is a Purchase Order required for the purchase or payment of the items on this Order Form?

If yes, please enter PO #

Tax Status. Is Customer exempt from the payment of any taxes?

If yes, Customer shall provide insightsoftware with a valid tax exemption certificate authorized by the appropriate taxing authority.

Please provide your VAT/GST Number including the two digit country code if applicable (i.e.BE0123456789). If not applicable, please enter "0"

Customer hereby orders from insightsoftware the Software License(s) and/or Services described in this Order Form. This Order Form is effective as of the date of the last party to sign below ("Effective Date") and is issued under and incorporates the Terms & Conditions in effect between the parties. 'Terms & Conditions' shall mean the terms and conditions, master software and services agreement or other similar agreement governing the purchase of Software Licenses and/or Services signed by and between Customer and insightsoftware (or a company acquired by insightsoftware), as the same may be/have been amended by the parties from time to time. If no such agreement has been separately executed by the parties, the insightsoftware Master Agreement set forth at https://legal.insightsoftware.com/contracts/master-terms-eng.pdf, as the same may be/have been modified or amended by the parties, shall become the Terms & Conditions governing this Order Form. The Terms of Service located at https://insightsoftware.com/legal/contracts/terms-of-service/, which are incorporated herein, contain (i) the Support Services terms applicable to the Software provided by insightsoftware and (ii) descriptions of certain Professional Services offerings and Module Licenses. In the event of a conflict between this Order Form and the Terms and Conditions, the Order Form terms shall control. The Order Form is noncancelable during any Support Services Term or License Term.

insightsoftware, LLC		**Insight - OMNIA Contract**	
Signature:	John-Henry Liepe	**Signature:**	
Name:	John-Henry Liepe	**Name:**	Mark McBrayer
Title:	SVP, Finance & Finance Director EMEA & APAC	**Title:**	Mayor
Date:	June 29, 2026	**Date:**	

Insight Public Sector Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Products, Solutions and Related Services

Cobb County, GA

Contract Number: 23-6692-03

Contract Term: May 1, 2023 through April 30, 2028
Renewal Options: Unless terminated by the LPA, this Contract will automatically renew through the end date.

DOWNLOAD CONTRACT FILES

Executive Summary & Overview

- Executive Summary

- Pricing
- Manufacturers, Publishers and Suppliers
- Az Due Diligence

Master Agreement Documents

- Official Signed Master Agreement

Evaluation & Award Documents

- Supplier Response to RFP
- Evalution Documents

Solicitation Process

- Original Request for Proposal
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- RFP Opening Documents
- Proof of Publication

Technology Solutions, Products and Services

Region 4 ESC - TX
Contract Number: R250607

Initial Term: March 1, 2026 through February 28, 2029
Renewal Options: Option to renew for two (2) additional one-year terms through February 28, 2031

DOWNLOAD CONTRACT FILES

Executive Summary & Overview

- Executive Summary

AI# 14333
Regular City Council Meeting **5. 23.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 4): Consider Ordinance No. 2026-O0077, for Zone Case 3554, a request of The Garrett Group at Keller Williams for Verlene Avant, for a zone change from Low Density Single-Family District (SF-2) to Office District (OF), at 12202 Upton Avenue, located south of 122nd Street and west of Upton Avenue, on 5.1 acres of unplatted land out of Block E-2, Section 23.

Item Summary

On June 23, 2026, 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 June 4, 2026, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3554
Staff Report 3554
Documentation 3554

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 3554; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) TO OFFICE DISTRICT (OF), AT: 12202 UPTON AVENUE, LOCATED SOUTH OF 122ND STREET AND WEST OF UPTON AVENUE, ON 5.1 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, The Garrett Group at Keller Williams, for Verlene Avant, filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2) to Office District (OF), at: 12202 Upton Avenue, located south of 122nd Street and west of Upton Avenue, on 5.1 acres of unplatted land out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, 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 Loc. Gov't Code §211.007, 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 3554

SECTION 1. 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 Low Density Single-Family District (SF-2) to Office District (OF), at: 12202 Upton Avenue, located south of 122nd Street and west of Upton Avenue, on 5.1 acres of unplatted land out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC 3554 12202 Upton Ave.
June 23, 2026

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 an approximate 5.1 acre tract out of a 10 acre tract located in Section 23, Block E-2, Lubbock County, Texas, and being further described as follows:

BEGINNING at a point in the North line of the South Half of Section 23, Block E-2, and the South right-of-way line of 122nd Street, for the Northwest corner of this tract, which bears North an approximate distance of 2640.1 feet and S. 89°56' E. an approximate distance of 2555.0 feet from the Southwest corner of said Section 23

THENCE S. 89°56' E., along the South right-of-way line of said 122nd Street, an approximate distance of 672.7 feet to a point in the West right-of-way line of Upton Avenue, to the Northeast corner of this tract;

THENCE South, along the West right-of-way line of said Upton Avenue, an approximate distance of 333.0 feet;

THENCE N. 89°56' W. an approximate distance of 672.7 feet;

THENCE North, an approximate distance of 333.0 feet to the Point of Beginning.

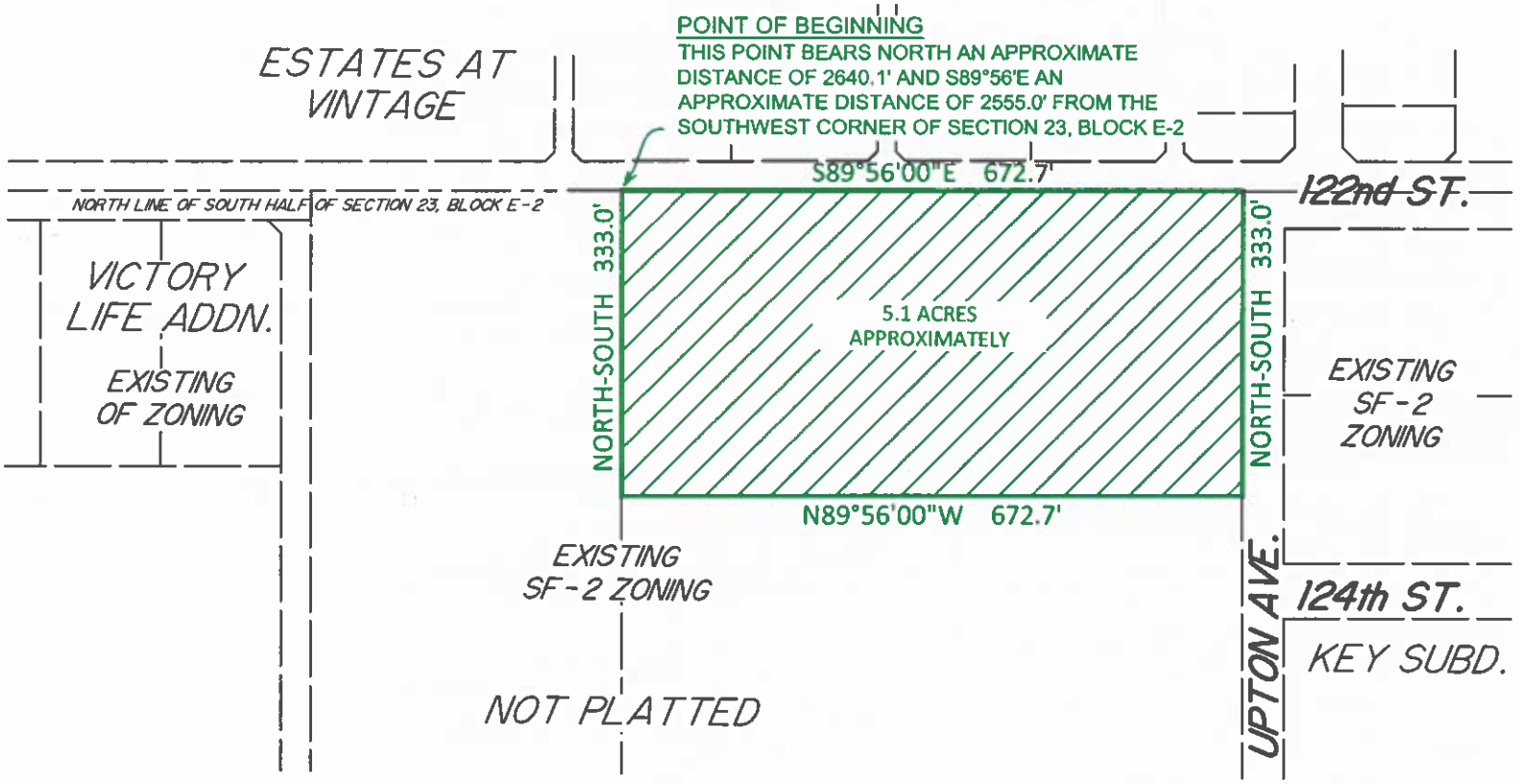
Bearings relative to the North line of the South Half of Section 23, Block E-2 being previously recognized as S. 89°56'00" E.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Verline Avant
April 27, 2026

PROPOSED ZONING

LOCATED IN SECTION 23, BLOCK E-2



NORTH

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

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

THIS DOCUMENT IS RELEASED FOR ZONING PURPOSES ONLY.

RELEASE DATE: April 27, 2026

Planning Department
City of Lubbock

Staff Report	Zone Case 3554
City Council Meeting	June 23, 2026

Applicant The Garrett Group of Keller Williams Realty

Property Owner Verlene Avant

Council District 4

Prior Board or Council Action

- June 22, 2005, Ordinance No. 2005-O0067: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Transition District (T) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- June 4, 2026, Zone Case 2538-QQ: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from Low Density Single-Family District (SF-2) to Office District (OF) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 60
- Received In Favor: 3
- Received In Opposition: 4

Site Conditions and History

The subject property consists of 5.1 acres of unplatted land out of Block E-2, Section 23; that is currently vacant.

Adjacent Property Development

Properties to the east, west and north are zoned Low Density Single-Family District (SF-2); and are developed with single-family residences. The property to the south is zoned SF-2, and is the southern half of the subject parcel under common ownership and is currently vacant.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 12202 Upton Avenue, located west of Upton Avenue, and South of 122nd street. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Office District (OF).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Office District (OF)**

Purpose Statements
The purpose of the existing Low Density Single-Family District (SF-2) is "…to provide for:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with an increased percentage of common open space compared to cluster developments in the SF-1 district to maintain lower and higher density adjacent neighborhoods, as well as for recreational amenities and resource protection."

The purpose of the requested Office District (OF) is "…to provide for development of centers for professional employment. The district can be used as a transition between more intense uses and residential uses with site and building compatibility required with adjacent residential uses."

Traffic Network/Infrastructure Impacts
The subject property is along Upton Avenue and 122nd Street. The Master Thoroughfare Plan, 2018, designates 122nd Street and Upton Avenue as Collectors. Collector streets provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The subject property is currently surrounded by Low Density Single-Family District (SF-2). However, Office district properties are located less than 400 feet to the west and share the same frontage to 122nd Street. The requested change remains compatible with the surrounding area due to its proximity to other OF properties and the frontage along a collector (122nd Street). Office District (OF) along 122nd Street would serve as a buffer to the neighborhoods to the north from future development south of 122nd Street.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for residential land uses, the proposed zone change to Office District (OF) does not conform to this designation. However, due to the proximity to other properties zoned OF along 122nd Street, the requested zone change would be in moderate conformance with the Unified Development Code (UDC).

Conformance with Zoning Ordinance
The proposed zone change is compatible with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed zone change and the uses allowed in the Office District (OF).

Conclusion
Staff has no objection to the request.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Willem Stockton
Planner
Planning Department
806-775-3029
wstockton@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3554

Allowable Uses: Office (OF)

Transportation: The proposed development has a point of access from 122nd Street and Upton Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upton Avenue, Collector, Incomplete	R.O.W. 23 feet, two-lane, undivided, paved.	R.O.W 48 feet, four lane, undivided, paved
122nd Street, Collector, Incomplete	R.O.W 26 feet, two-lane, undivided, paved	R.O.W 48 feet, two-lane, undivided, paved

Engineering Comments: No Comments

Public Works Comments: No Comments

Building Safety Comments: No Comments

Fire Marshall Comments: No Comments

Draft Planning and Zoning Commission Minutes:

District 4

2.1 **Zone Case 3554:** The Garrett Group at Keller Williams, for Verlene Avant, request for a zone change from Low Density Single-Family District (SF-2) to Office District (OF), at:

- 12202 Upton Avenue, located south of 122nd Street and west of Upton Avenue, on 5.1 acres of unplatted land out of Block E-2, Section 23.

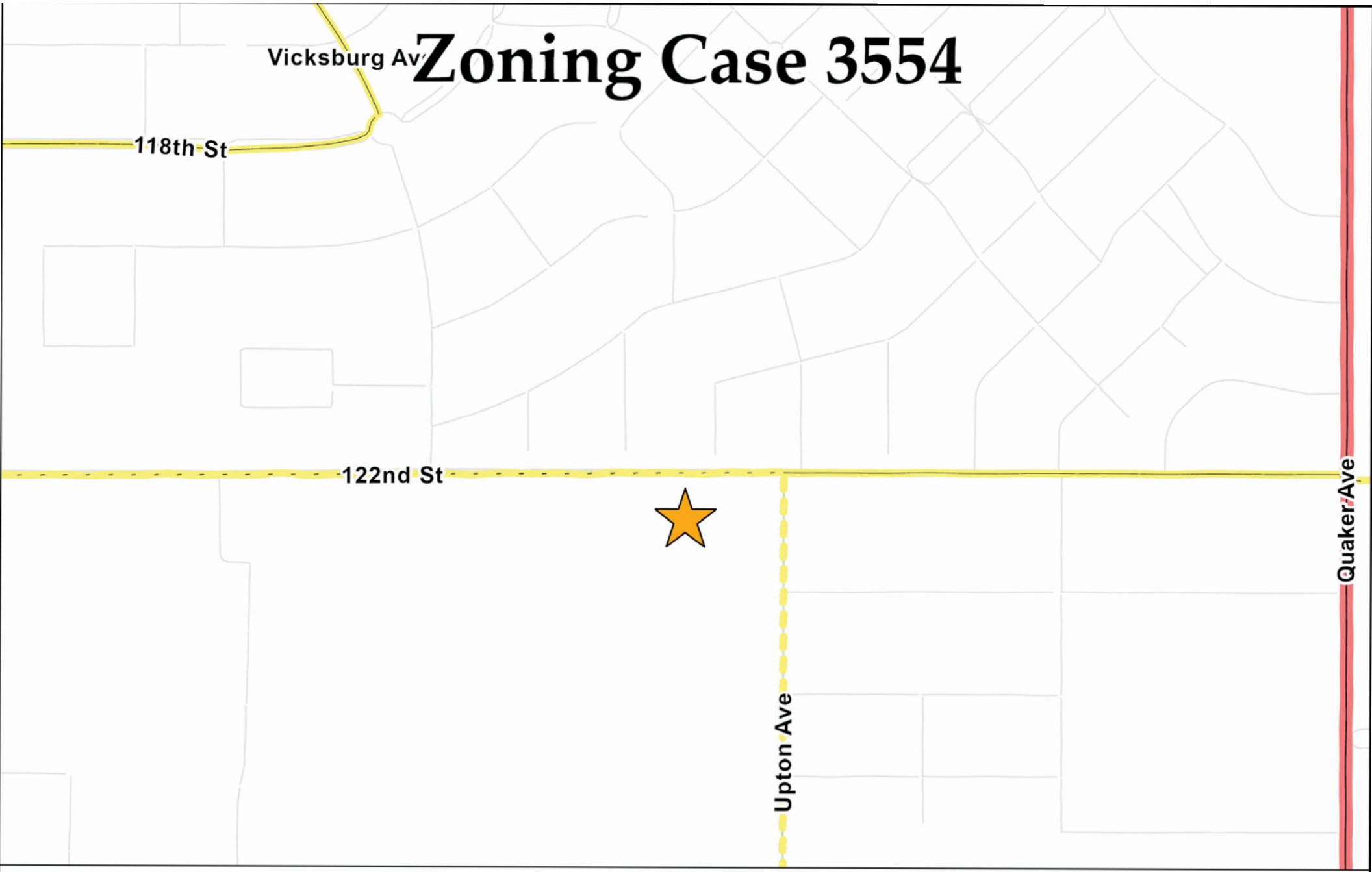
PLANNER WILLEM LEE-STOCKTON gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT GREG GARRETT, 10210 Quaker Avenue, with Keller Williams Realty, gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 3554**, a motion was made by **DREW GRAY** and seconded by **ROBERT WOOD** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 3554



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

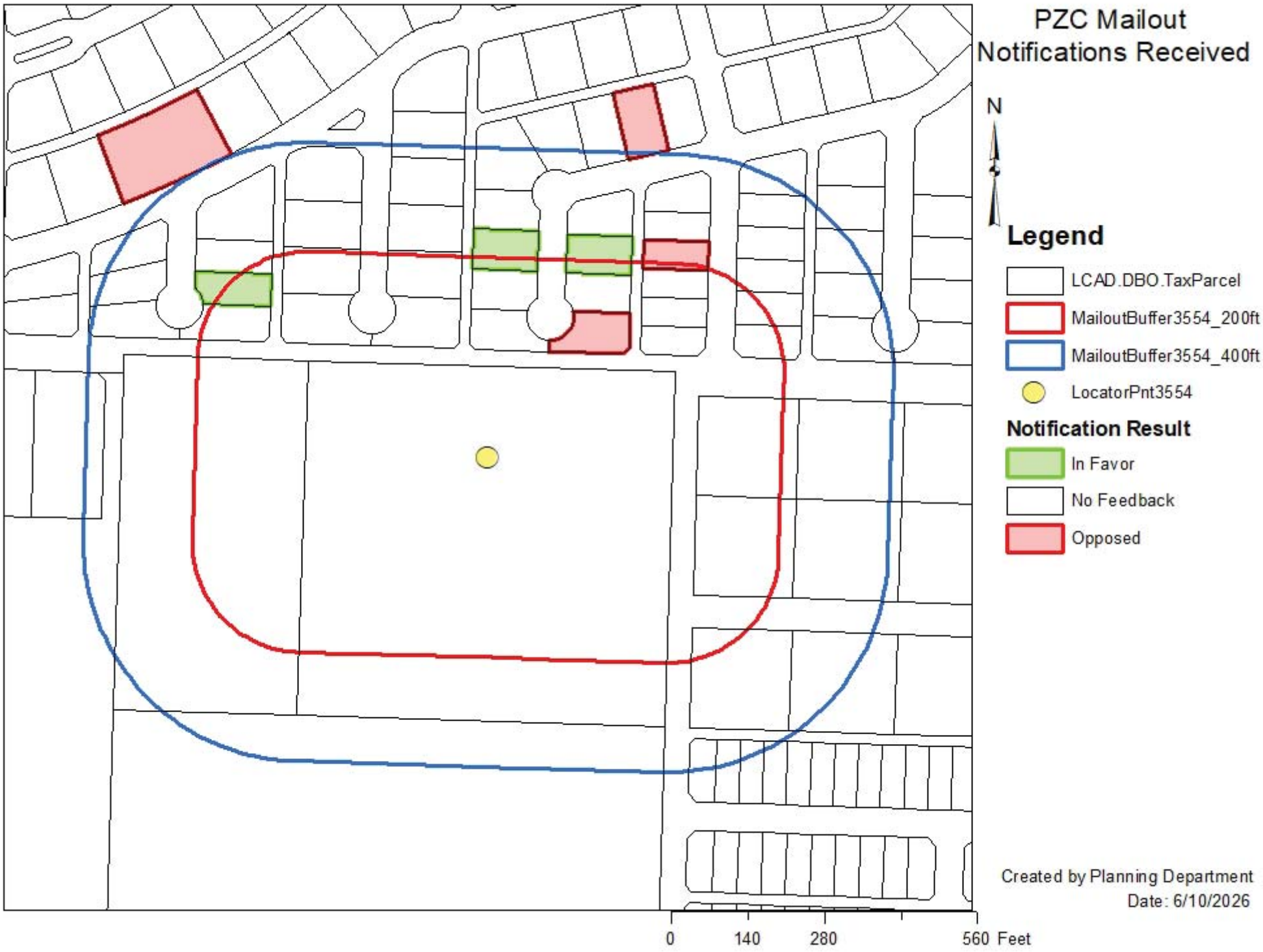
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

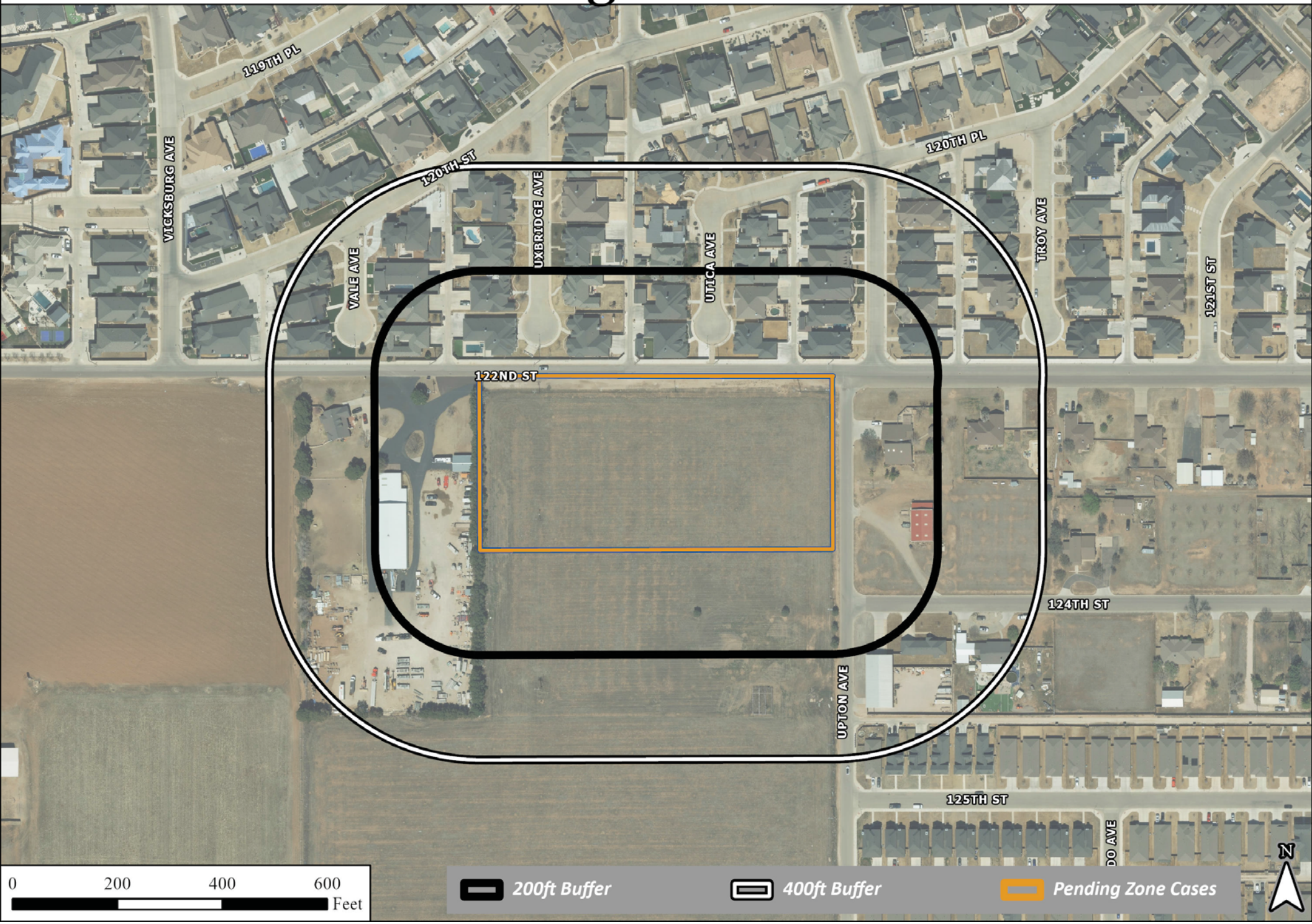
Freeway
- Completed
- Partial
- Proposed Outer Loop

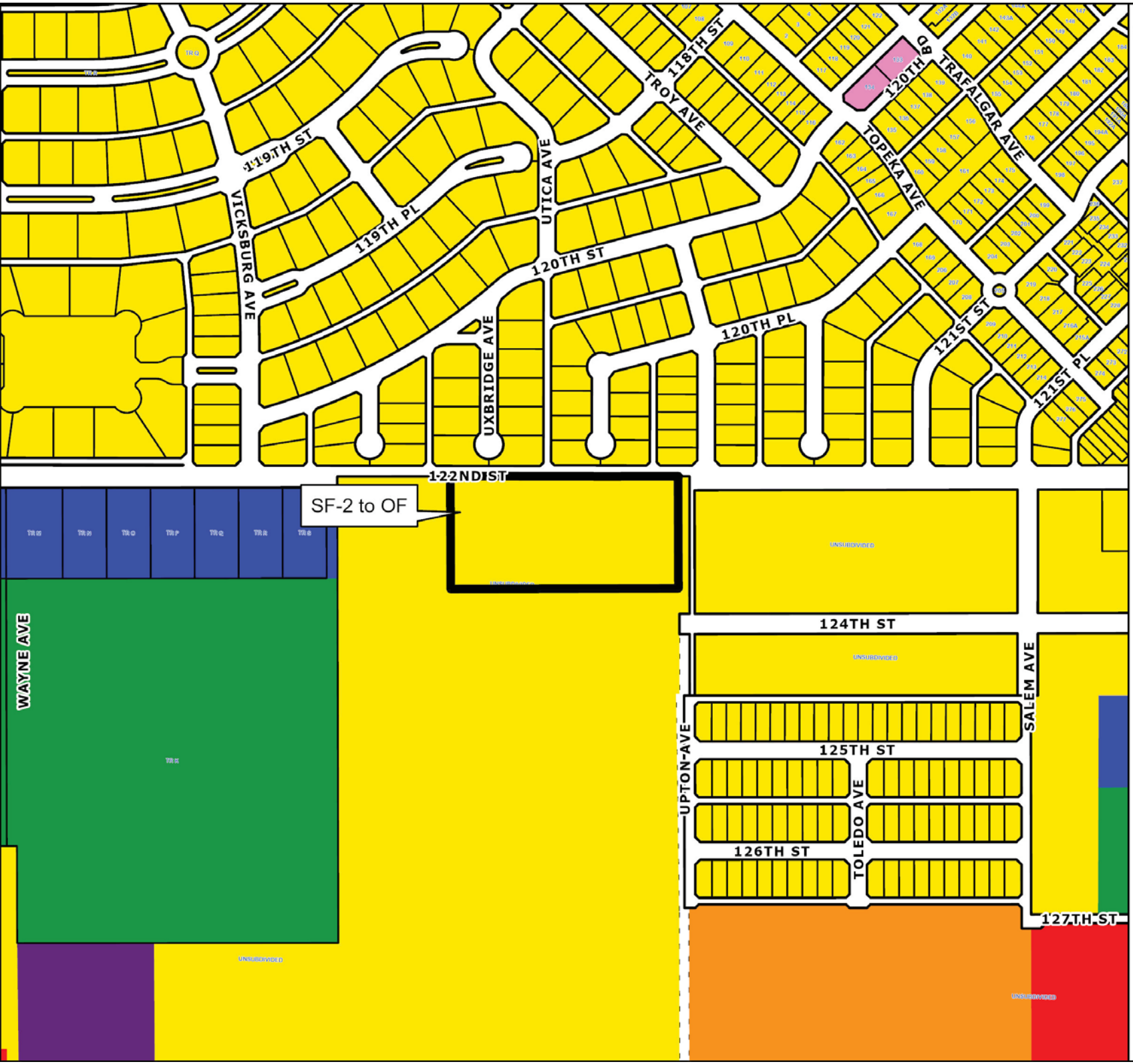
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Date Exported: May 2026


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
MailoutBuffer3554_200ft
MailoutBuffer3554_400ft
LocatorPnt3554
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 6/10/2026
0
140
280
560 Feet

Zoning Case 3554





Current Zoning
3554

Zoning Districts

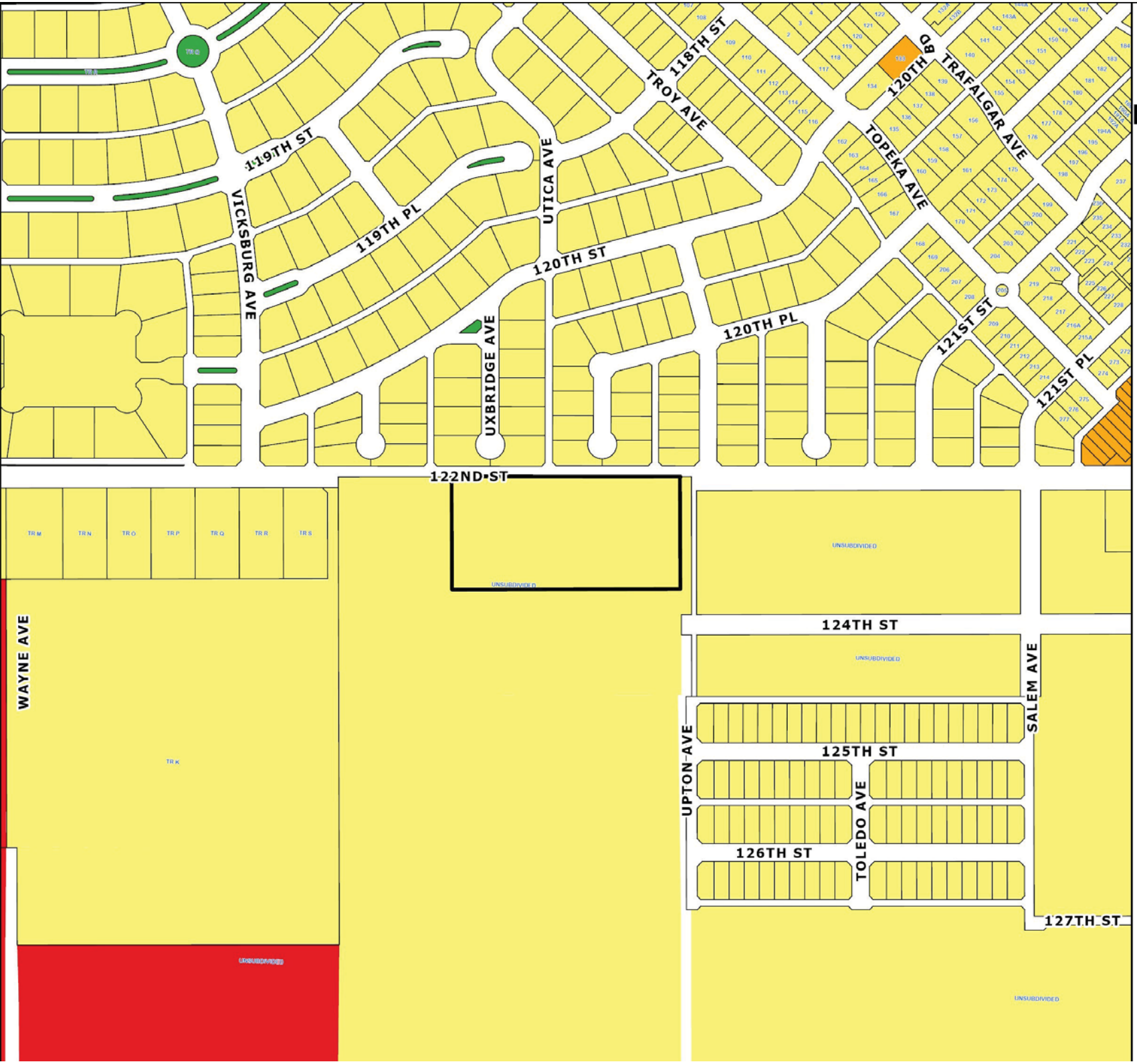
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- High Density Residential (HDR)
- Medium Density Residential (MDR)
- Broadway (MU-2)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: May 2026



Future Land Use Plan
Case 3554

- Commercial
- Parks
- Residential Low Density
- Residential Medium Density

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: May 2026

3554



View south. Subject property.



View west.



View north.



View east.

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: 122nd & Upland Ave.

Lots/Tracts: 5.1 acre tract located in Section 23, Block E-2,

Survey & Abstract: located at 122nd street and Upland Ave., Lubbock, Tx. See attached

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 5.1 acres

Existing Land Use: Vacant Existing Zoning: Residential SF-2

Requested Zoning: Office (OF)

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: Greg & Houston Garrett - Kelley Williams Realty - The Garrett Group eXp Realty

Name: Greg Garrett

Address: 10210 Drake Ave. City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806 548 7653 Email: greg@garrettguarantee.com

Applicant's Signature: Greg Garrett

Date: 4/3/2026 Printed Name: Greg Garrett

Owner Information

Firm Name: Verlene Avant

Owner: Verlene Avant

Address: 4503 85th St City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-632-0782 Email: mvillanueva@saddlerealty.net

Property Owner's Signature: mvillanueva@saddlerealty.net Verlene Avant

Date: 4/3/2026 Printed Name: Verlene Avant

Preparer Information

Preparer's Signature: Greg Garrett Greg Garrett

Date: 4/3/2026 Printed Name: Greg Garrett

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

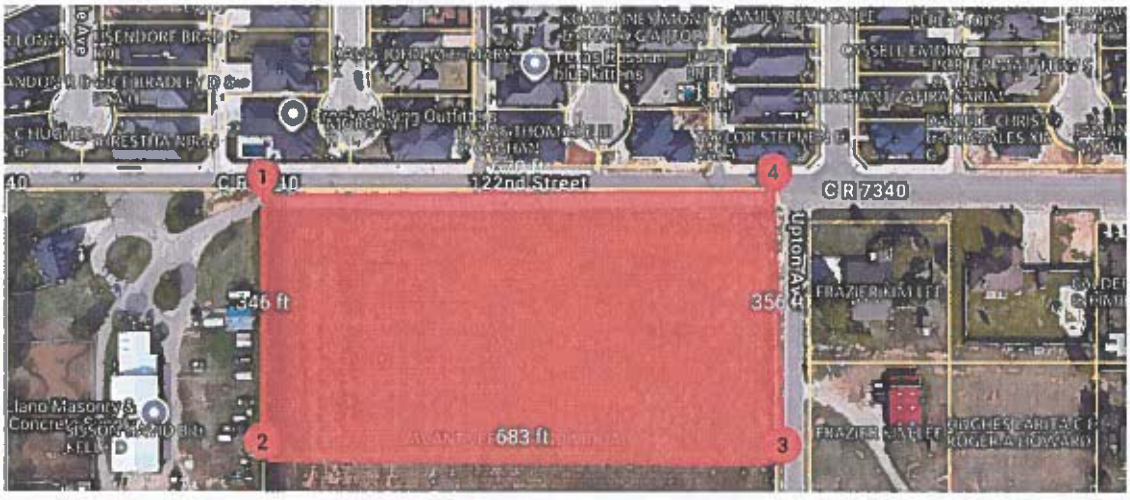
Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

EXHIBIT "A"

Red shading indicates area to be described



City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name: Killeen
Signature: [signature]
Address: 12004 Utica Ave Lbk. 79424
Address of Property Owned: 12004 Utica Ave Lbk. 79424
Phone Number: 806 2578226
Email: Jkmusg@aol.com

Zone Case Number: **3554** R325405 Recipient 4 of 50
KILLEEN JOSEPH & SUSAN
12004 UTICA AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Monty Konechney Shara Konechney

Signature: [signature] Shara Konechney

Address: 12003 Utica Ave

Address of Property Owned: " " " Lubbock, TX 79424

Phone Number: 806. 535. 3335

Email: Shara-kb@gmail.com

Zone Case Number: **3554** R325408
KONECHNEY MONTY (TOD) & SHARA G A (TOD)
12003 UTICA AVE

LUBBOCK TX 79424

RECEIVED
JUN 01 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Bradley D. Lance

Signature: [signature]

Address: 12005 Vale Ave.

Address of Property Owned: same

Phone Number: 515-707-8832

Email: ~~bra~~binds_braidOs@icloud.com

Zone Case Number: **3554** R328222 Recipient 43 of 60

LANCE BRADLEY D & KEILA H
12005 VALE AVE

LUBBOCK TX 79424

RECEIVED
JUN 01 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor ____

Opposed X

Reasons and/or Comments:

1- 122nd Street would not support additional traffic without major improvemet (middle turn lane)

2- Without knowing what type and size the businnes going in there, it is impossible to support a Zoning Change (what kind of Noise, trash, traffic will it bring??)

Print Name Timothy Travis

Signature: [signature]

Address: 12006 Upton Ave.

Address of Property Owned: Lubbock, TX

Phone Number: 254 768 5672

Email: TMANTRAVIS@EARTHLINK.NET

Zone Case Number: **3554** R325410 Recipient 9 of 60

TRAVIS FAMILY REVOCABLE TRUST
TRAVIS TIM TRUSTEE
12006 UPTON AVE
LUBBOCK TX 79424

RECEIVED
JUN 01 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name Todd Petty

Signature: [signature]

Address: 12007 Utica Ave

Address of Property Owned: 12007 Utica Ave Lubbock TX

Phone Number: 806 473 8327

Email: petty.todd@yahoo.com

Zone Case Number: **3554** R325407
PETTY TODD R & ANGIE L
12007 UTICA AVE

LUBBOCK TX 79424

Reception #16 of 40

RECEIVED
JUN 01 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor ____

Opposed X

Reasons and/or Comments:

As a nearby homeowner, I oppose this request because it introduces Commercial office uses directly adjacent to established residential properties. The proposed zoning change has the potential to increase traffic congestion, parking demands, noise, security concerns, and nighttime lighting while diminishing the residential character of the neighborhood.

Print Name Edward Daniele

Signature: ED

Address: 4804 120th Place, Lubbock, TX 79424

Address of Property Owned: 4804 120th Place, Lubbock, TX 79424

Phone Number: 732-492-2337

Email: edaniele21@gmail.com

Zone Case Number: **3554** R328619

DANIELE EDWARD & KARLA A
4804 120TH PL

LUBBOCK TX 79424

Recipient 5 of 60

RECEIVED
JUN 04 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3554***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name James K. Smith

Signature: [signature]

Address: 4820 120th ST

Address of Property Owned: ___

Phone Number: 806 789 0191

Email: prophetjks@aol.com

Zone Case Number: **3554** R328203

SMITH, JAMES KEITH
4820 120TH ST

LUBBOCK TX 79424

Recipient 38 of 60

RECEIVED
JUN 04 2026
BY: ___

AI# 14335
Regular City Council Meeting **5. 24.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2026-O0078, for Zone Case 3521-A, a request of Seventeen Services, LLC, for Milwaukee 104, LLC, for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15.03 acres of unplatted land out of Block AK, Section 22.

Item Summary

On June 23, 2026, 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 recommends denial of the request. The Planning and Zoning Commission heard this case on June 4, 2026, and recommended approval of the request by a vote of 5-3-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3521-A
Staff Report 3521-A
Documentation 3521-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2023-O0054 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE 3521-A; A ZONING CHANGE FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO AUTO-URBAN COMMERCIAL DISTRICT (AC), AT: 6602 104TH STREET, LOCATED WEST OF MILWAUKEE AVENUE AND NORTH OF 104TH STREET, ON 15.03 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, Seventeen Services, LLC, for Milwaukee 104, LLC, filed the necessary paperwork to request a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at: 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15.03 acres of unplatted land out of Block AK, Section 22, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, 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 Loc. Gov't Code §211.007, 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 3521-A

SECTION 1. 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 Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at: 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15.03 acres of unplatted land out of Block AK, Section 22, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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:

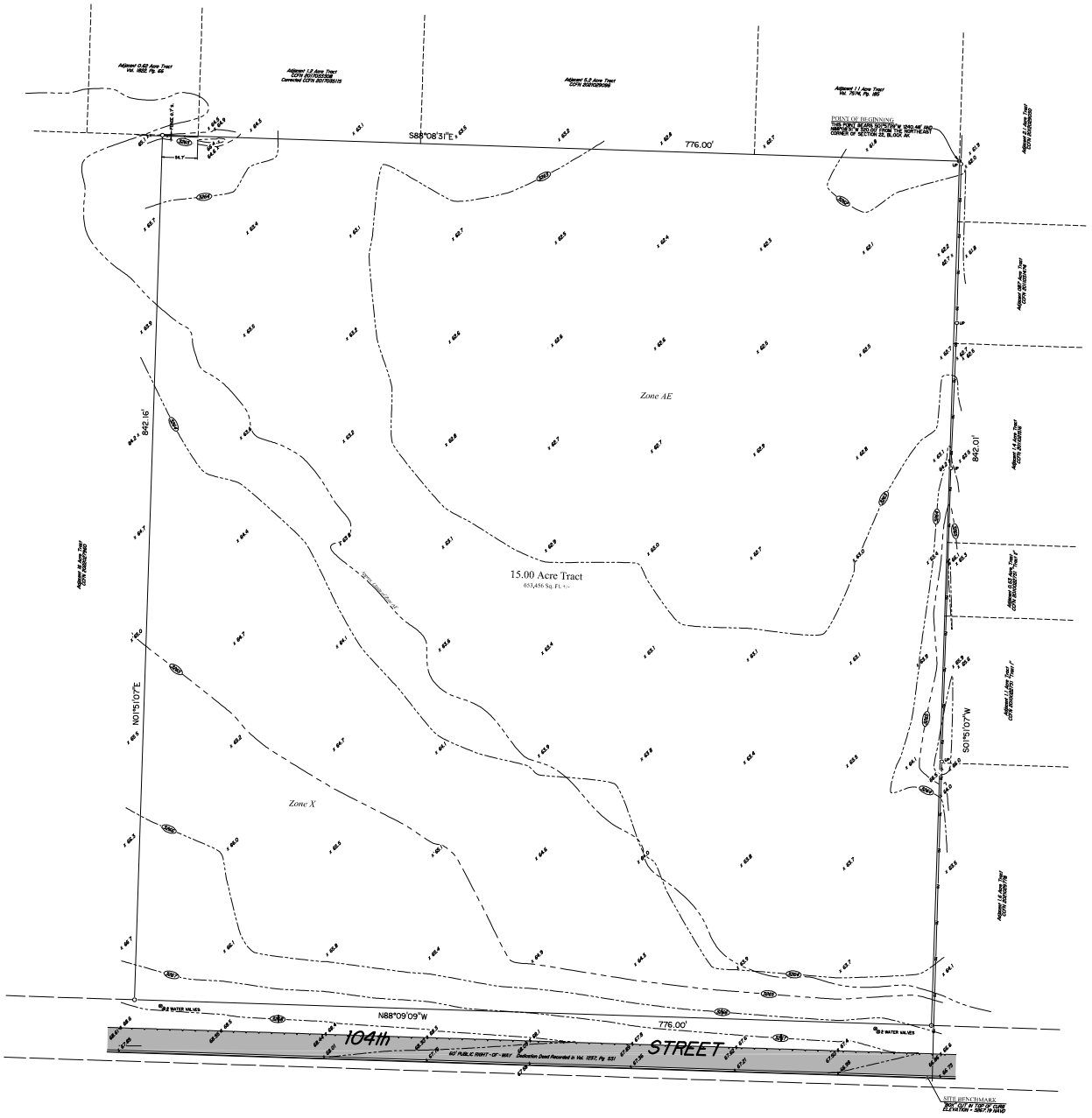
Kristen Sager

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC 3521-A 6602 104th St.
June 23, 2026



PERIMETER, IMPROVEMENT AND TOPOGRAPHIC SURVEY
OF A 15.00 ACRE TRACT LOCATED
IN THE NORTHEAST QUARTER OF

SECTION 22, BLOCK AK

H. E. & W. T. RAILROAD COMPANY SURVEY
LUBBOCK COUNTY, TEXAS

GRAPHIC SCALE IN FEET 1"=50'

METES AND BOUNDS DESCRIPTION of a 15.00 acre tract of land, being a 15.53 acre tract described in Volume 2119, Page 327 of the Official Real Property Records of Lubbock County, Texas, SAVE AND EXCEPT the South 30 feet thereof dedicated as 104th Street right-of-way in Volume 1237, Page 531 of the Deed Records of Lubbock County, Texas, located in the Northeast Quarter of Section 22, Block AK, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas, said 15.00 acre tract being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HRA" found at the Northeast corner of said 15.53 acre tract, same being the Northeast corner of this tract, which bears S. 01°51'29" W. a distance of 1240.48 feet and N. 88°08'31" W. a distance of 320.00 feet from the Northeast corner of Section 22, Block AK, H. E. & W. T. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 01°51'07" W., along the Eastern boundary of said 15.53 acre tract, a distance of 842.01 feet to a 1/2" iron rod with cap marked "HRA" set in the North right-of-way line of said 104th Street, for the Southeast corner of this tract;

THENCE N. 88°09'09" W., along said right-of-way line, a distance of 776.00 feet to a 1/2" iron rod found in the Western boundary of said 15.53 acre tract for the Southwest corner of this tract;

THENCE N. 01°51'07" E., along the Western boundary of said 15.53 acre tract, a distance of 842.16 feet to a 1/2" iron rod found at the Northwest corner of said 15.53 acre tract, same being the Northwest corner of this tract;

THENCE S. 88°08'31" E., along the Northern boundary of said 15.53 acre tract, a distance of 776.00 feet to the Point of Beginning.

Contains: 653,456 square feet more or less.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone (2011). Distances are Surface, U.S. Survey Feet.

TITLE COMMITMENT

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

BENCHMARK

Benchmark derived from GPS observation and processed through NGS OPUS NAD83 (CORS 96).

FLOOD STATEMENT

As graphically plotted on Panels 290 & 405 of 500 of the Flood Insurance Rate Map published by the Federal Emergency Management Agency (FEMA) for Lubbock County, Texas and incorporated areas, Maps No. 48303C0315 G and 48303C0405 F, effective date September 18, 2002 and Revised February 3, 2017, this property lies in **ZONE AE** and **ZONE X**.

Approximate limits of Zone AE as shown by graphic scaling.

This survey and all information hereon is for the exclusive use of Brad Andrews Realty and shall not be copied or used except for the purpose for which it is expressly furnished.

I, Cyril H. Turner, Texas Registered Professional Land Surveyor No. 6460, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

February 11, 2025

Cyril H. Turner
Registered Professional Land Surveyor
No. 6460 State of Texas
email: cturner@hugoreed.com

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
CONTROL MONUMENTS AS FOUND AND SHOWN.
⊙ - SET 1/2" IRON ROD WITH CAP "HRA"
⊕ - FOUND 1/2" IRON ROD WITH CAP "HRA"
○ - FOUND 1/2" IRON ROD
⌀ - UTILITY POLE
+ - POINT OF ELEVATION
ADD 3000 TO ALL ELEVATIONS FOR ACTUAL NAVD DATUM.
CONTOUR INTERVAL = 1.0 FOOT
- - - -

Planning Department
City of Lubbock

Staff Report	Zone Case 3521-A
City Council Meeting	June 23, 2026

Applicant Seventeen Services, LLC

Property Owner Milwaukee 104, LLC

Council District 5

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: The subject property was annexed into city limits and zoned Transition District (T).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from Transition District (T) to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- May 12, 2025, Ordinance No. 2025-O0059, Zone Case 3521: The subject property was rezoned from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC).
- June 4, 2026, Zone Case 3521-A: The Planning and Zoning Commission recommend approval of a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC) by a vote of 5-3-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 15.03 acres of unplatted land out of Block AK, Section 22, and is currently undeveloped.

Adjacent Property Development

Properties to the east and west are zoned Low Density Single-Family District (SF-2) and are undeveloped, properties to the north are zoned SF-2 and are a mix of vacant land and single-family homes. The property located adjacent to the southeast corner of the subject property is zoned Neighborhood Commercial District (NC) and is undeveloped. The property to the south is zoned Medium Density Residential District (MDR) and is developed with an apartment complex.

Zoning Request and Analysis

Item Summary
The subject property is addressed as 6602 104th Street, located north of 104th Street and west of Milwaukee Avenue, on 15.03 acres of unplatted land out of Block AK, Section 22. The applicant is requesting 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)**

Purpose Statements
The purpose of the existing Neighborhood Commercial District (NC) 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 purpose of the requested Auto-Urban Commercial District (AC) is "…to provide for a broad range of single-use and multi-tenant centers that vary in scale, and that provide for retail, service, and office uses typically with on-site surface parking. The district may be located along major thoroughfares or at nodes with increased intensity."

Traffic Network/Infrastructure Impacts
The subject property fronts 104th Street. The Master Thoroughfare Plan, 2018, designates 104th Street as a future Collector Street. Collectors are designed for medium volumes of vehicles operating at lower speeds. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property
The subject property is currently zoned as a commercial property. The requested change to a less restrictive commercial designation is not compatible with the surrounding area due to its lack of frontage along an Arterial street, or adjacency to existing Auto-Urban districts.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for low density single-family uses. The proposed zone change to Auto-Urban Commercial District (AC) does not conform to this designation. The request is not in conformance with the Comprehensive Plan or Future Land Use Map.

Conformance with Zoning Ordinance
The proposed zone change is not compatible with the zoning ordinance and will not be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is not suitable for the proposed zone change and the uses allowed in the Auto-Urban Commercial District.

Conclusion
Staff recommends denial of 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

Jamie Magar
Planner
Planning Department
806-775-2107
jmagar@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 3521-A

Allowable Uses: Auto-Urban Commercial District (AC)

Transportation: The proposed development has a point of access from 104th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
104th Street, Collector Street, *Incomplete*	R.O.W. 64 feet, two-lane, undivided, paved.	R.O.W 64 feet, two-lane, undivided paved.

Engineering Comments: No Comments

Public Works Comments: No Comments

Building Safety Comments: No Comments

Fire Marshall Comments: No Comments

Draft Planning and Zoning Commission Minutes:

District 5

2.1 **Zone Case 3521-A:** Seventeen Services, LLC, for Milwaukee 104, LLC, request for a zone change from Neighborhood Commercial District (NC) to Auto-Urban Commercial District (AC), at:

- 6602 104th Street, located west of Milwaukee Avenue and north of 104th Street, on 15.03 acres of unplatted land out of Block AK, Section 22.

PLANNER JAMIE MAGAR gave a presentation and answered questions from the Commission. Staff recommends denial of the request.

APPLICANT TYLER GENTRY, 1500 Broadway, Suite 203, with Seventeen Services, LLC, gave comments about the request and answered questions from the Commission. They are planning an indoor youth sports complex, which is allowed in NC, but the building height restriction is 35 feet.

OPPOSED KEVIN KENNY, 6619 100th Street, advised he is not as opposed as he was originally. A youth sports complex may be beneficial to the area. He then stated he rescinded his opposition.

ROBERT WOOD asked for clarification on whether the owner owned property all the way to Milwaukee. **MR. GENTRY** advised they are working with the City of Lubbock to reclaim some of the area.

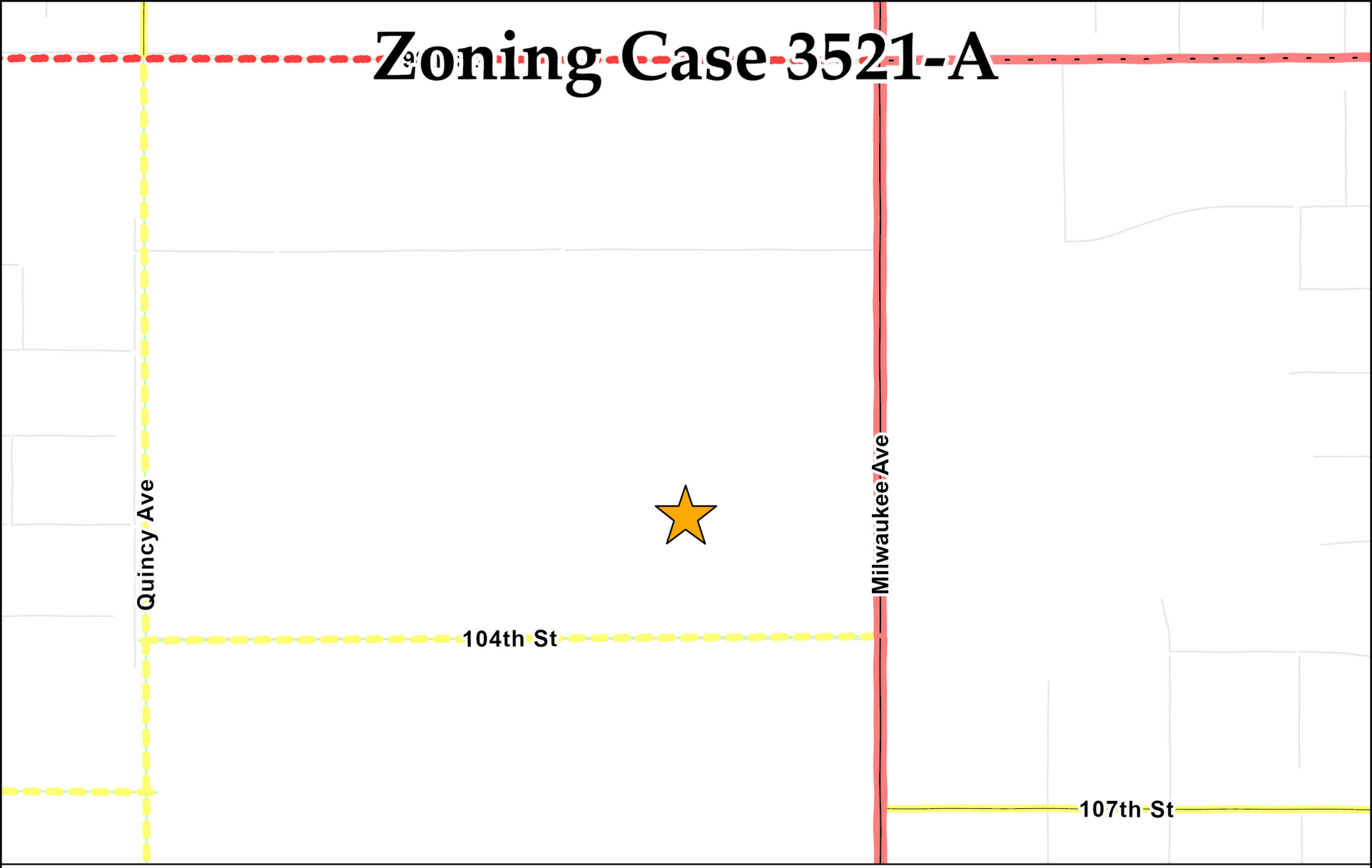
TAREK REDWAN advised he is concerned about what other uses are allowed if the sports complex does not get constructed. He believes the project will happen either way, regardless of the additional four feet in building height that is wanted.

No one appeared to speak in favor of the request.

In the matter of **Zone Case 3521-A**, a motion was made by **TERRI MORRIS** and seconded by **KIRK FRANKLIN** to approve the request as presented. The Commission voted 5 (in favor) to 3 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

CHAIR JAMES BELL, TAREK REDWAN, and **KIRK FRANKLIN**, cast the votes in opposition.

Zoning Case 3521-A

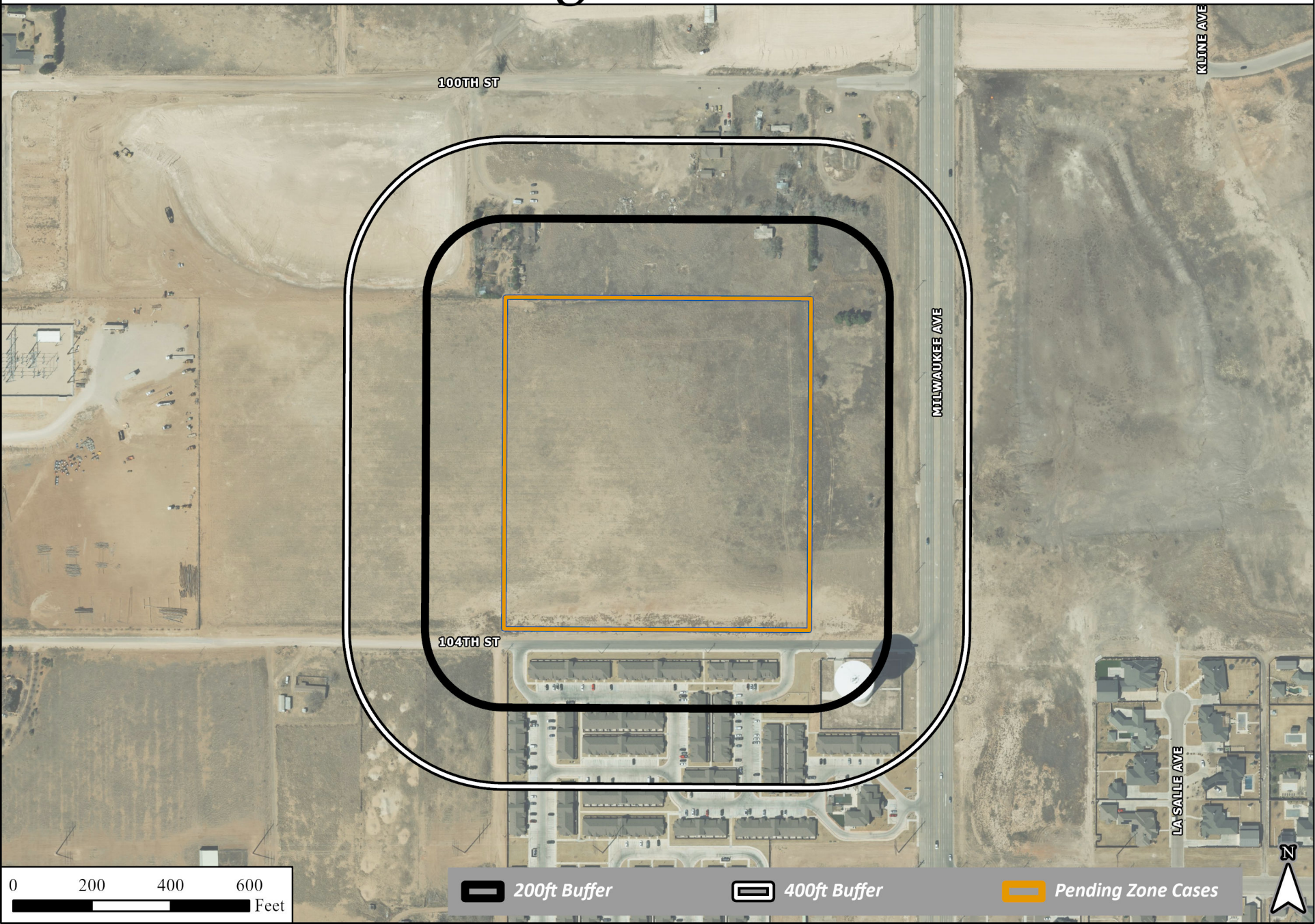


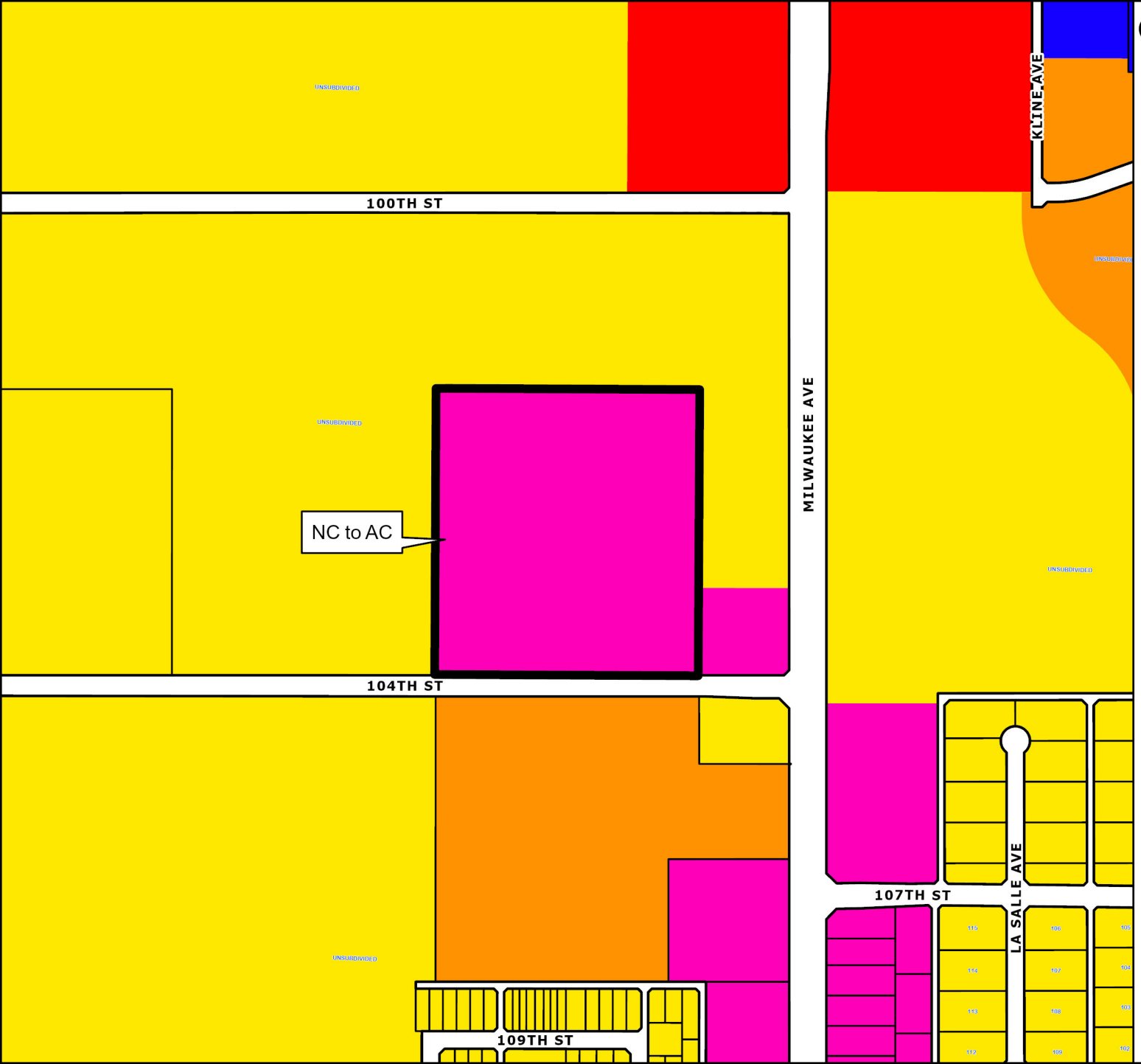
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: May 2026

Zoning Case 3521-A





Current Zoning
3521-A

Zoning Districts

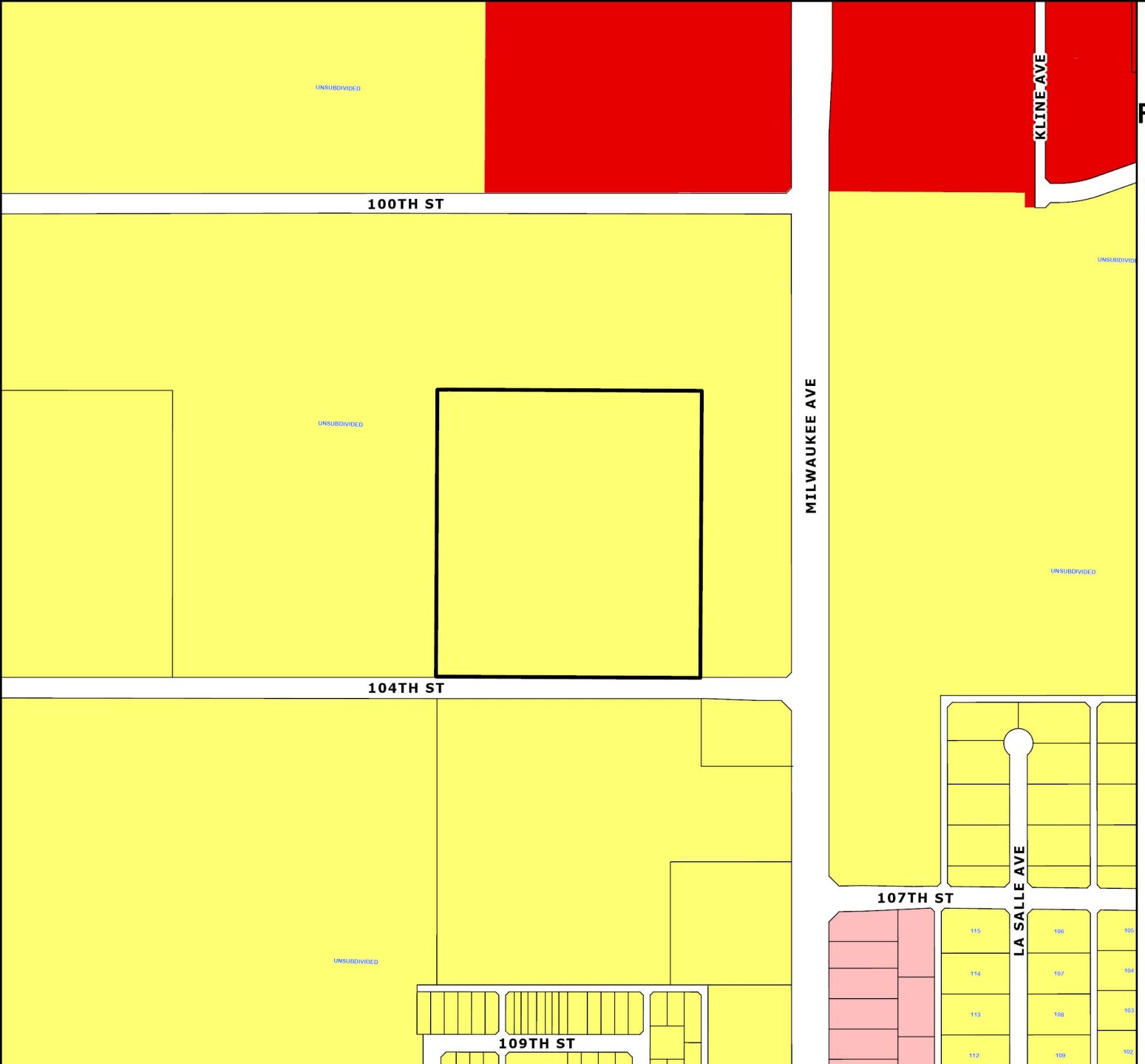
- Auto-Urban Commercial (AC)
- Medium Density Residential (MDR)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: May 2026



Future Land Use Plan
Case 3521-A

- Commercial
- Office
- Residential Low Density

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: May 2026

3521-A



View north. Subject property.



View south.



View west.



View east.

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: 6602 104th Street

Lots/Tracts: BLK AK SEC 22 AB 749 TR J ACS: 15

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 15.03

Existing Land Use: Vacant Land Existing Zoning: Neighborhood Commercial (NC)

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: Seventeen Services LLC

Name: Jeremy Vardaman

Address: 1500 Broadway Suite 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806.787.8533 Email: jeremy@17services.com

Applicant's Signature:

Date: Printed Name: Jeremy Vardaman

Owner Information

Firm Name: Milwaukee 104 LLC

Owner: Brad Andrews

Address: 8001 Quaker Ave Suite K City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806.368.6554 Email: brad@bradandrewsrealty.com

Property Owner's Signature:

Date: 4/9/27 Printed Name: Brad Andrews

Preparer Information

Preparer's Signature:

Date: Printed Name: Jeremy Vardaman

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# 14337
Regular City Council Meeting **5. 25.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2026-O0079, for Zone Case 3544, a request for zone changes in City Council District 5, from Low Density Single-Family District (SF-2), Heavy Commercial District (HC), Industrial Park District (IP), Light Industrial District (LI), and General Industrial District (GI) to Low Density Single-Family District (SF-2), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP), at 5701 130th Street, Tract A, Huffines Business Park Addition, 5701 130th Street Rear, 2.2 acres of unplatted land out of Block AK, Section 8, 5514, 5517, 5608, and 5619 132nd Street, Tracts H, K, P, and Q, Huffines Business Park Addition, 13306 and 13312 Chicago Avenue, Tracts U and V, Huffines Business Park Addition, 5215 and 5217 98th Street, 1.21 acres out of Tracts 6-A and 7-A, Southwest Lubbock Health Center Addition, 6601-6622 Xenia Avenue, 7501-7513 68th Street, and 6601-6622 Winfield Avenue, Tracts A-T, Camp HM Business Park Addition, 7018 82nd Street, 1 acre of unplatted land out of Block AK, Section 30, 7006 82nd Street, 7.06 acres of unplatted land out of Block AK, Section 30, 7302 82nd Street, Tract A, Rancho Verde Estates Addition, 7304, 7314, and 7318 82nd Street, Lots 3-A, 4-A, 5-A, and 6-A, A&O Addition, 8101 and 8102 Viola Avenue, Lots 113-A and 116-A, Rancho Verde Estates Addition, 7412 and 7414 82nd Street, Lot 114-A, Rancho Verde Estates Addition, 7415, 7417, 7419, and 7421 81st Street, 7416, 7418, and 7422 82nd Street, and 8107 Wausau Avenue, Tract B, Rancho Verde Estates Addition, 6508 Marsha Sharp Freeway, 0.94 acres of unplatted land out of Block AK, Section 35, 6602 Marsha Sharp Freeway, Tract A, Water Rampage Addition, 6102 Norwich Avenue, 0.3 acres of unplatted land out of Block AK, Section 35, 6901 Marsha Sharp Freeway, 12.61 acres of unplatted land out of Block AK, Section 35, 6909 Marsha Sharp Freeway, 2.5 acres of land out of Tract A, Killeen Addition, 6628 66th Street, 3.21 acres of unplatted land out of Block AK, Section 35, 7005 Marsha Sharp Freeway, 3.33 acres of unplatted land out of Block AK, Section 35, 7101, 7103, 7105, and 7107 Santa Fe Drive, Lots 62-65, Pine Grove Estates Addition, 7111 and 7113 Santa Fe Drive, Tracts B-1 and B-2, Pine Grove Estates Addition, 7102, 7104, 7106, and 7110 Santa Fe Drive, Lots 67-70, Pine Grove Estates Addition, 6409 Upland Avenue, the south 101.5 feet of the north 166.5 feet of the west 150 feet of Tract A, Pine Grove Estates Addition, 7311 Marsha Sharp Freeway, Tract B, Upland Point Addition, 7313 and 7315 Marsha Sharp Freeway, 2.67 acres of unplatted land out of Block AK, Section 31, 7002 Upland Avenue, 0.44 acres of unplatted land out of Block AK, Section 31, 7004 Upland Avenue, 0.34 acres of unplatted land out of Block AK, Section 31, 7008 Upland Avenue, 0.55 acres of unplatted land out of Block AK, Section 31, 7012 Upland Avenue, 0.68 acres of unplatted land out of Block AK, Section 31, 7302 Upland Avenue, 2.97 acres of unplatted land out of Block AK, Section 31, 7304 Upland Avenue, 2.28 acres of unplatted land out of Block AK, Section 31, 7306 Upland Avenue, 0.88 acres of unplatted land out of Block AK, Section 31, 7308 Upland

Avenue, 0.39 acres of unplatted land out of Block AK, Section 31, 7310 Upland Avenue, 0.28 acres of unplatted land out of Block AK, Section 31, 7312 Upland Avenue, 0.41 acres of unplatted land out of Block AK, Section 31, 7314 Upland Avenue, 0.22 acres of unplatted land out of Block AK, Section 31, 7316 Upland Avenue, 1.27 acres of unplatted land out of Block AK, Section 31, 7411 Marsha Sharp Freeway, 0.28 acres of unplatted land out of Block AK, Section 31, 7413 Marsha Sharp Freeway, 0.20 acres of unplatted land out of Block AK, Section 31, 7415 Marsha Sharp Freeway, 0.133 acres of unplatted land out of Block AK, Section 31, 7417 Marsha Sharp Freeway, 0.27 acres of unplatted land out of Block AK, Section 31, 7419 Marsha Sharp Freeway, 0.20 acres of unplatted land out of Block AK, Section 31, 7421 Marsha Sharp Freeway, 0.49 acres of unplatted land out of Block AK, Section 31, 7423 Marsha Sharp Freeway, 0.17 acres of unplatted land out of Block AK, Section 31, 7433 Marsha Sharp Freeway, 0.53 acres of unplatted land out of Block AK, Section 31, 4402 Upland Avenue, 1 acre of unplatted land out of Block AK, Section 38, 6068 50th Street, 8.27 acres of unplatted land out of Block AK, Section 37, 4524 Milwaukee Avenue, 14.58 acres of unplatted land out of Block AK, Section 38, 4540 Milwaukee Avenue, Lot 7, Canyon West Addition, 5002 Milwaukee Avenue, Tract A, Braums Addition, 5008 Milwaukee Avenue, 1.55 acres of unplatted land out of Block AK, Section 35, 5010 Milwaukee Avenue, Tract E, Canyon West II Addition, 5012 Milwaukee Avenue, Tract A, Gill Holdings Addition, 5014 Milwaukee Avenue, Tract A, Starbucks Addition, 5016, 5018, and 5020 Milwaukee Avenue, Tracts B, C, and D, Canyon West II Addition, 5024 Milwaukee Avenue, Tract A, Toot N Totum No 3 Addition, 4501, 4505, and 4511, Milwaukee Avenue, Tracts A-1-A, A-2, and A-3, City View Campus Addition, 6401 46th Street, Tract A-4, City View Campus Addition, 4545 Milwaukee Avenue, Tract B, Esplanade Addition, 6060 50th Street, 1.7 acres of unplatted land out of Block AK, Section 37, 6435 50th Street, Lot 5-A, Canyon West Addition, 5005 Milwaukee Avenue, Lot 5-B, Canyon West Addition, 5009, 5013, 5015, 5017, 5029, and 5031 Milwaukee Avenue, Lots 1-A, 1-B, 1-C, 1-D-1, and 1-D-2 Canyon West Addition, 6026, 6028, 6030, 6038, 6048, 6052, 6054, and 6064 Marsha Sharp Freeway, Lots 2, 3-C-1-A-1, 3-C-1-A-2, 3-C-1-A-3, 3-C-1-A-4, 3-C-1-B, 3-D-1, and 3-D-2, Canyon West Addition, 6055 50th Street, Lot 3-B, Canyon West Addition, 6018 Marsha Sharp Freeway, Lot 6, Canyon West Addition, 6016 Marsha Sharp Freeway, Lot 1, Block A, Sam's Addition, 6016 Marsha Sharp Freeway 2, Lot 2, Block A, Sam's Addition, 6014 Marsha Sharp Freeway, 6.45 acres of land out of Block AK, Section 37, 6012 Marsha Sharp Freeway, Tracts A and B, Twin Peaks Addition, 6010 Marsha Sharp Freeway, Lot 6, WT Hub West Addition, 5810 Marsha Sharp Freeway, 1.93 acres of land out of Block AK, Section 37, 6004 Marsha Sharp Freeway, Tract A, Home 2 Lubbock Addition, 5909, 5915, and 5919 50th Street, Tracts F-4, F-5, and F-6, Southwest Commercial Park Addition, 5815, 5821, 5821 Rear, 5823, 5827, 5833, 5839, 5847, 5901, and 5905 50th Street, Lots 1-4, 5-A, 7-A, 9-A, 11, 12, 13, 14-A, and 16-A, Southwest Commercial Park Addition, 5811, 5831, 5835, 5843, 5845, and 5853 49th Street, Tracts D-1, D-2, D-3, D-4, D-6, D-7, D-8, D-9, D-10, and D-11, Southwest Commercial Park Addition, 5810, 5816, 5820, 5822, 5828, 5830, 5848, and 5850 50th Street, Tracts E-2, E-2-A, E-3, E-4, E-4-A, E-5, E-6, E-7, E-8, E-8-A, E-8-B, and E-8-C, Southwest Commercial Park Addition, 5004, 5026, and 5028 Frankford Avenue, Lots 2, 3-A, 4-A and 5, Frankford Business Park Addition, 5034 Frankford Avenue, Tract A, Luskey Addition, 5052 Frankford Avenue, Lot 6-A, Frankford Business Park Addition, 5602 Frankford Avenue, 0.73 acres of unplatted land out of Block AK, Section 36, 5610 Frankford Avenue, Lot 1, Frankford Business Park Addition, 5820 Spur 327, 4.01 acres of unplatted land out of Block AK, Section 36, 5802 Spur 327, Tracts A and B, Womble Addition, 5702 – 5828 Genoa Avenue, Lots 1-11, Heron Development Addition, 5911 57th Street, 6.88 acres of unplatted land out of Block AK, Section 36, 6000 Spur 327, Tracts A and B, Bob Mills Furniture

Company Addition, 5423, 5425, and 5435 Frankford Avenue, Tracts 1-A, 1-B, and 1-C, C C Knott Addition, 5613 Frankford Avenue, Tract A, Carizma Motors Addition, 5617, 5621, and 5701 Frankford Avenue, Lots 8, 2-A, 2-B, 27, and 28, Westac Addition, 5310 Englewood Avenue, Lot 25, Westac Addition, 5320 Englewood Avenue, 1.39 acres of unplatted land out of Block E-2, Section 28, 5614 and 5618 Englewood Avenue, Lots 26-A and 26-B, Westac Addition, 5610, 5702, and 5712 58th Street, Lots 7, 10, 11-A, 17, and 23, Westac Addition, 5310, 5320, 5612, and 5620, West Loop 289, Lots 16, 20, 22, and 24, Westac Addition, 5801, 5805, and 5807 Frankford Avenue, Lots 1-A-1, 3-A, and 4-A-1, Westac Addition, 5702, 5706, 5708 and 5710 Spur 327, Lots 2-A, 3, 4, and 6, Village Center Addition, 5710 and 5716 Spur 327, Lots 6-A-1 and 6-A-2, Westac Addition, 5725 and 5727 58th Street, Lots 9-A-1 and 13-A-1, Westac Addition, 5721 58th Street, Lot 1-A, Village Center Addition, 5712 Spur 327, Lots 6-A-3-A and 6-A-3-B, Westac Addition, 5609 58th Street, Lot 14, Westac Addition, 5802 West Loop 289, Lot 15, Westac Addition, 5806 West Loop 289, 0.16 acres of unplatted land out of Block E-2, Section 28, 5810 West Loop 289, Lot 21, Westac Addition, 5902 West Loop 289, Lot 1-A, Cinema District Addition, and 5916 West Loop 289, Lot 5, Village Center Addition.

Item Summary

On June 23, 2026, 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 recommends approval of the request. The Planning and Zoning Commission heard this case on June 6, 2026, and recommended approval of the request by a vote of 7-0-1.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3544 - Part 1
Staff Report 3544 - Part 1
Documentation 3544 - Part 1

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 3544; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2), HEAVY COMMERCIAL DISTRICT (HC), INDUSTRIAL PARK DISTRICT (IP), LIGHT INDUSTRIAL DISTRICT (LI), AND GENERAL INDUSTRIAL DISTRICT (GI) TO LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2), AUTO-URBAN COMMERCIAL DISTRICT (AC), HEAVY COMMERCIAL DISTRICT (HC), INDUSTRIAL PARK DISTRICT (IP), AT: 5701 130TH STREET, TRACT A, HUFFINES BUSINESS PARK ADDITION, 5701 130TH STREET REAR, 2.2 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 8, 5514, 5517, 5608, AND 5619 132ND STREET, TRACTS H, K, P, AND Q, HUFFINES BUSINESS PARK ADDITION, 13306 AND 13312 CHICAGO AVENUE, TRACTS U AND V, HUFFINES BUSINESS PARK ADDITION, 5215 AND 5217 98TH STREET, 1.21 ACRES OUT OF TRACTS 6-A AND 7-A, SOUTHWEST LUBBOCK HEALTH CENTER ADDITION, 6601-6622 XENIA AVENUE, 7501-7513 68TH STREET, AND 6601-6622 WINFIELD AVENUE, TRACTS A-T, CAMP HM BUSINESS PARK ADDITION, 7018 82ND STREET, 1 ACRE OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, 7006 82ND STREET, 7.06 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, 7302 82ND STREET, TRACT A, RANCHO VERDE ESTATES ADDITION, 7304, 7314, AND 7318 82ND STREET, LOTS 3-A, 4-A, 5-A, AND 6-A, A&O ADDITION, 8101 AND 8102 VIOLA AVENUE, LOTS 113-A AND 116-A, RANCHO VERDE ESTATES ADDITION, 7412 AND 7414 82ND STREET, LOT 114-A, RANCHO VERDE ESTATES ADDITION, 7415, 7417, 7419, AND 7421 81ST STREET, 7416, 7418, AND 7422 82ND STREET, AND 8107 WAUSAU AVENUE, TRACT B, RANCHO VERDE ESTATES ADDITION, 6508 MARSHA SHARP FREEWAY, 0.94 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, 6602 MARSHA SHARP FREEWAY, TRACT A, WATER RAMPAGE ADDITION, 6102 NORWICH AVENUE, 0.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, 6901 MARSHA SHARP FREEWAY, 12.61 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, 6909 MARSHA SHARP FREEWAY, 2.5 ACRES OF LAND OUT OF TRACT A, KILLEEN ADDITION, 6628 66TH STREET, 3.21 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, 7005 MARSHA SHARP FREEWAY, 3.33 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, 7101, 7103, 7105, AND 7107 SANTA FE DRIVE, LOTS 62-65, PINE GROVE ESTATES ADDITION, 7111 AND 7113 SANTA FE DRIVE, TRACTS B-1 AND B-2, PINE GROVE ESTATES ADDITION, 7102, 7104, 7106, AND 7110 SANTA FE DRIVE, LOTS 67-70, PINE GROVE ESTATES ADDITION, 6409 UPLAND AVENUE, THE SOUTH 101.5 FEET OF THE NORTH 166.5 FEET OF THE WEST 150 FEET OF TRACT A, PINE GROVE ESTATES ADDITION, 7311 MARSHA SHARP FREEWAY,

TRACT B, UPLAND POINT ADDITION, 7313 AND 7315 MARSHA SHARP FREEWAY, 2.67 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7002 UPLAND AVENUE, 0.44 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7004 UPLAND AVENUE, 0.34 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7008 UPLAND AVENUE, 0.55 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7012 UPLAND AVENUE, 0.68 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7302 UPLAND AVENUE, 2.97 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7304 UPLAND AVENUE, 2.28 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7306 UPLAND AVENUE, 0.88 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7308 UPLAND AVENUE, 0.39 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7310 UPLAND AVENUE, 0.28 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7312 UPLAND AVENUE, 0.41 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7314 UPLAND AVENUE, 0.22 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7316 UPLAND AVENUE, 1.27 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7411 MARSHA SHARP FREEWAY, 0.28 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7413 MARSHA SHARP FREEWAY, 0.20 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7415 MARSHA SHARP FREEWAY, 0.133 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7417 MARSHA SHARP FREEWAY, 0.27 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7419 MARSHA SHARP FREEWAY, 0.20 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7421 MARSHA SHARP FREEWAY, 0.49 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7423 MARSHA SHARP FREEWAY, 0.17 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 7433 MARSHA SHARP FREEWAY, 0.53 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, 4402 UPLAND AVENUE, 1 ACRE OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38, 6068 50TH STREET, 8.27 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 37, 4524 MILWAUKEE AVENUE, 14.58 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38, 4540 MILWAUKEE AVENUE, LOT 7, CANYON WEST ADDITION, 5002 MILWAUKEE AVENUE, TRACT A, BRAUMS ADDITION, 5008 MILWAUKEE AVENUE, 1.55 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, 5010 MILWAUKEE AVENUE, TRACT E, CANYON WEST II ADDITION, 5012 MILWAUKEE AVENUE, TRACT A, GILL HOLDINGS ADDITION, 5014 MILWAUKEE AVENUE, TRACT A, STARBUCKS ADDITION, 5016, 5018, AND 5020 MILWAUKEE AVENUE, TRACTS B, C, AND D, CANYON WEST II ADDITION, 5024 MILWAUKEE AVENUE, TRACT A, TOOT N TOTUM NO 3 ADDITION, 4501, 4505, AND 4511, MILWAUKEE AVENUE, TRACTS A-1-A, A-2, AND A-3, CITY VIEW CAMPUS ADDITION, 6401 46TH STREET, TRACT A-4, CITY VIEW CAMPUS ADDITION, 4545 MILWAUKEE AVENUE, TRACT B, ESPLANADE ADDITION, 6060 50TH STREET, 1.7 ACRES OF

UNPLATTED LAND OUT OF BLOCK AK, SECTION 37, 6435 50TH STREET, LOT 5-A, CANYON WEST ADDITION, 5005 MILWAUKEE AVENUE, LOT 5-B, CANYON WEST ADDITION, 5009, 5013, 5015, 5017, 5029, AND 5031 MILWAUKEE AVENUE, LOTS 1-A, 1-B, 1-C, 1-D-1, AND 1-D-2 CANYON WEST ADDITION, 6026, 6028, 6030, 6038, 6048, 6052, 6054, AND 6064 MARSHA SHARP FREEWAY, LOTS 2, 3-C-1-A-1, 3-C-1-A-2, 3-C-1-A-3, 3-C-1-A-4, 3-C-1-B, 3-D-1, AND 3-D-2, CANYON WEST ADDITION, 6055 50TH STREET, LOT 3-B, CANYON WEST ADDITION, 6018 MARSHA SHARP FREEWAY, LOT 6, CANYON WEST ADDITION, 6016 MARSHA SHARP FREEWAY, LOT 1, BLOCK A, SAM'S ADDITION, 6016 MARSHA SHARP FREEWAY 2, LOT 2, BLOCK A, SAM'S ADDITION, 6014 MARSHA SHARP FREEWAY, 6.45 ACRES OF LAND OUT OF BLOCK AK, SECTION 37, 6012 MARSHA SHARP FREEWAY, TRACTS A AND B, TWIN PEAKS ADDITION, 6010 MARSHA SHARP FREEWAY, LOT 6, WT HUB WEST ADDITION, 5810 MARSHA SHARP FREEWAY, 1.93 ACRES OF LAND OUT OF BLOCK AK, SECTION 37, 6004 MARSHA SHARP FREEWAY, TRACT A, HOME 2 LUBBOCK ADDITION, 5909, 5915, AND 5919 50TH STREET, TRACTS F-4, F-5, AND F-6, SOUTHWEST COMMERCIAL PARK ADDITION, 5815, 5821, 5821 REAR, 5823, 5827, 5833, 5839, 5847, 5901, AND 5905 50TH STREET, LOTS 1-4, 5-A, 7-A, 9-A, 11, 12, 13, 14-A, AND 16-A, SOUTHWEST COMMERCIAL PARK ADDITION, 5811, 5831, 5835, 5843, 5845, AND 5853 49TH STREET, TRACTS D-1, D-2, D-3, D-4, D-6, D-7, D-8, D-9, D-10, AND D-11, SOUTHWEST COMMERCIAL PARK ADDITION, 5810, 5816, 5820, 5822, 5828, 5830, 5848, AND 5850 50TH STREET, TRACTS E-2, E-2-A, E-3, E-4, E-4-A, E-5, E-6, E-7, E-8, E-8-A, E-8-B, AND E-8-C, SOUTHWEST COMMERCIAL PARK ADDITION, 5004, 5026, AND 5028 FRANKFORD AVENUE, LOTS 2, 3-A, 4-A AND 5, FRANKFORD BUSINESS PARK ADDITION, 5034 FRANKFORD AVENUE, TRACT A, LUSKEY ADDITION, 5052 FRANKFORD AVENUE, LOT 6-A, FRANKFORD BUSINESS PARK ADDITION, 5602 FRANKFORD AVENUE, 0.73 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36, 5610 FRANKFORD AVENUE, LOT 1, FRANKFORD BUSINESS PARK ADDITION, 5820 SPUR 327, 4.01 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36, 5802 SPUR 327, TRACTS A AND B, WOMBLE ADDITION, 5702 – 5828 GENOA AVENUE, LOTS 1-11, HERON DEVELOPMENT ADDITION, 5911 57TH STREET, 6.88 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36, 6000 SPUR 327, TRACTS A AND B, BOB MILLS FURNITURE COMPANY ADDITION, 5423, 5425, AND 5435 FRANKFORD AVENUE, TRACTS 1-A, 1-B, AND 1-C, C C KNOTT ADDITION, 5613 FRANKFORD AVENUE, TRACT A, CARIZMA MOTORS ADDITION, 5617, 5621, AND 5701 FRANKFORD AVENUE, LOTS 8, 2-A, 2-B, 27, AND 28, WESTAC ADDITION, 5310 ENGLEWOOD AVENUE, LOT 25, WESTAC ADDITION, 5320 ENGLEWOOD AVENUE, 1.39 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 28, 5614 AND 5618 ENGLEWOOD AVENUE, LOTS 26-A AND 26-B, WESTAC ADDITION, 5610, 5702, AND 5712 58TH

STREET, LOTS 7, 10, 11-A, 17, AND 23, WESTAC ADDITION, 5310, 5320, 5612, AND 5620, WEST LOOP 289, LOTS 16, 20, 22, AND 24, WESTAC ADDITION, 5801, 5805, AND 5807 FRANKFORD AVENUE, LOTS 1-A-1, 3-A, AND 4-A-1, WESTAC ADDITION, 5702, 5706, 5708 AND 5720 SPUR 327, LOTS 2-A, 3, 4, AND 6, VILLAGE CENTER ADDITION, 5710 AND 5716 SPUR 327, LOTS 6-A-1 AND 6-A-2, WESTAC ADDITION, 5725 AND 5727 58TH STREET, LOTS 9-A-1 AND 13-A-1, WESTAC ADDITION, 5721 58TH STREET, LOT 1-A, VILLAGE CENTER ADDITION, 5712 SPUR 327, LOTS 6-A-3-A AND 6-A-3-B, WESTAC ADDITION, 5609 58TH STREET, LOT 14, WESTAC ADDITION, 5802 WEST LOOP 289, LOT 15, WESTAC ADDITION, 5806 WEST LOOP 289, 0.16 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 28, 5810 WEST LOOP 289, LOT 21, WESTAC ADDITION, 5902 WEST LOOP 289, LOT 1-A, CINEMA DISTRICT ADDITION, AND 5916 WEST LOOP 289, LOT 5, VILLAGE CENTER ADDITION; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, since being adopted, staff within the City Planning Department has determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan and allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock; and

WHEREAS, an analysis of the City of Lubbock's was completed in October 2025 that identified properties throughout the City of Lubbock where the current zoning did not align with the existing land use, adjacent development, or Future Land Use Plan; and

WHEREAS, based on this analysis, the City Planning Department developed recommendations for rezoning certain properties into alignment with existing land use, adjacent development, and the Future Land Use Plan, to present to the Lubbock Planning and Zoning Commission and the City Council; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council approval of the proposed changes in zoning classification; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, 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 Loc. Gov't Code §211.007, 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 3544

SECTION 1. 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 Low Density Single-Family District (SF-2), Heavy Commercial District (HC), Industrial Park District (IP), Light Industrial District (LI), and General Industrial District (GI) to Low Density Single-Family District (SF-2), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP), at: 5701 130th Street, Tract A, Huffines Business Park Addition, 5701 130th Street Rear, 2.2 acres of unplatted land out of Block AK, Section 8, 5514, 5517, 5608, and 5619 132nd Street, Tracts H, K, P, and Q, Huffines Business Park Addition, 13306 and 13312 Chicago Avenue, Tracts U and V, Huffines Business Park Addition, 5215 and 5217 98th Street, 1.21 acres out of Tracts 6-A and 7-A, Southwest Lubbock Health Center Addition, 6601-6622 Xenia Avenue, 7501-7513 68th Street, and 6601-6622 Winfield Avenue, Tracts A-T, Camp HM Business Park Addition, 7018 82nd Street, 1 acre of unplatted land out of Block AK, Section 30, 7006 82nd Street, 7.06 acres of unplatted land out of Block AK, Section 30, 7302 82nd Street, Tract A, Rancho Verde Estates Addition, 7304, 7314, and 7318 82nd Street, Lots 3-A, 4-A, 5-A, and 6-A, A&O Addition, 8101 and 8102 Viola Avenue, Lots 113-A and 116-A, Rancho Verde Estates Addition, 7412 and 7414 82nd Street, Lot 114-A, Rancho Verde Estates Addition, 7415, 7417, 7419, and 7421 81st Street, 7416, 7418, and 7422 82nd Street, and 8107 Wausau Avenue, Tract B, Rancho Verde Estates Addition, 6508 Marsha Sharp Freeway, 0.94 acres of unplatted land out of Block AK, Section 35, 6602 Marsha Sharp Freeway, Tract A, Water Rampage Addition, 6102 Norwich Avenue, 0.3 acres of unplatted land out of Block AK, Section 35, 6901 Marsha Sharp Freeway, 12.61 acres of unplatted land out of Block AK, Section 35, 6909 Marsha Sharp Freeway, 2.5 acres of land out of Tract A, Killeen Addition, 6628 66th Street, 3.21 acres of unplatted land out of Block AK, Section 35, 7005 Marsha Sharp Freeway, 3.33 acres of unplatted land out of Block AK, Section 35, 7101, 7103, 7105, and 7107 Santa Fe Drive, Lots 62-65, Pine Grove Estates Addition, 7111 and 7113 Santa Fe Drive, Tracts B-1 and B-2, Pine Grove Estates Addition, 7102, 7104, 7106, and 7110 Santa Fe Drive, Lots 67-70, Pine Grove Estates Addition, 6409 Upland Avenue, the south 101.5 feet of the north

166.5 feet of the west 150 feet of Tract A, Pine Grove Estates Addition, 7311 Marsha Sharp Freeway, Tract B, Upland Point Addition, 7313 and 7315 Marsha Sharp Freeway, 2.67 acres of unplatted land out of Block AK, Section 31, 7002 Upland Avenue, 0.44 acres of unplatted land out of Block AK, Section 31, 7004 Upland Avenue, 0.34 acres of unplatted land out of Block AK, Section 31, 7008 Upland Avenue, 0.55 acres of unplatted land out of Block AK, Section 31, 7012 Upland Avenue, 0.68 acres of unplatted land out of Block AK, Section 31, 7302 Upland Avenue, 2.97 acres of unplatted land out of Block AK, Section 31, 7304 Upland Avenue, 2.28 acres of unplatted land out of Block AK, Section 31, 7306 Upland Avenue, 0.88 acres of unplatted land out of Block AK, Section 31, 7308 Upland Avenue, 0.39 acres of unplatted land out of Block AK, Section 31, 7310 Upland Avenue, 0.28 acres of unplatted land out of Block AK, Section 31, 7312 Upland Avenue, 0.41 acres of unplatted land out of Block AK, Section 31, 7314 Upland Avenue, 0.22 acres of unplatted land out of Block AK, Section 31, 7316 Upland Avenue, 1.27 acres of unplatted land out of Block AK, Section 31, 7411 Marsha Sharp Freeway, 0.28 acres of unplatted land out of Block AK, Section 31, 7413 Marsha Sharp Freeway, 0.20 acres of unplatted land out of Block AK, Section 31, 7415 Marsha Sharp Freeway, 0.133 acres of unplatted land out of Block AK, Section 31, 7417 Marsha Sharp Freeway, 0.27 acres of unplatted land out of Block AK, Section 31, 7419 Marsha Sharp Freeway, 0.20 acres of unplatted land out of Block AK, Section 31, 7421 Marsha Sharp Freeway, 0.49 acres of unplatted land out of Block AK, Section 31, 7423 Marsha Sharp Freeway, 0.17 acres of unplatted land out of Block AK, Section 31, 7433 Marsha Sharp Freeway, 0.53 acres of unplatted land out of Block AK, Section 31, 4402 Upland Avenue, 1 acre of unplatted land out of Block AK, Section 38, 6068 50th Street, 8.27 acres of unplatted land out of Block AK, Section 37, 4524 Milwaukee Avenue, 14.58 acres of unplatted land out of Block AK, Section 38, 4540 Milwaukee Avenue, Lot 7, Canyon West Addition, 5002 Milwaukee Avenue, Tract A, Braums Addition, 5008 Milwaukee Avenue, 1.55 acres of unplatted land out of Block AK, Section 35, 5010 Milwaukee Avenue, Tract E, Canyon West II Addition, 5012 Milwaukee Avenue, Tract A, Gill Holdings Addition, 5014 Milwaukee Avenue, Tract A, Starbucks Addition, 5016, 5018, and 5020 Milwaukee Avenue, Tracts B, C, and D, Canyon West II Addition, 5024 Milwaukee Avenue, Tract A, Toot N Totum No 3 Addition, 4501, 4505, and 4511, Milwaukee Avenue, Tracts A-1-A, A-2, and A-3, City View Campus Addition, 6401 46th Street, Tract A-4, City View Campus Addition, 4545 Milwaukee Avenue, Tract B, Esplanade Addition, 6060 50th Street, 1.7 acres of unplatted land out of Block AK, Section 37, 6435 50th Street, Lot 5-A, Canyon West Addition, 5005 Milwaukee Avenue, Lot 5-B, Canyon West Addition, 5009, 5013, 5015, 5017, 5029, and 5031 Milwaukee Avenue, Lots 1-A, 1-B, 1-C, 1-D-1, and 1-D-2 Canyon West Addition, 6026, 6028, 6030, 6038, 6048, 6052, 6054, and 6064 Marsha Sharp Freeway, Lots 2, 3-C-1-A-1, 3-C-1-A-2, 3-C-1-A-3, 3-C-1-A-4, 3-C-1-B, 3-D-1, and 3-D-2, Canyon West Addition, 6055 50th Street, Lot 3-B, Canyon West Addition, 6018 Marsha Sharp Freeway, Lot 6, Canyon West Addition, 6016 Marsha Sharp Freeway, Lot 1, Block A, Sam's Addition, 6016 Marsha Sharp Freeway 2, Lot 2, Block A, Sam's Addition, 6014 Marsha Sharp Freeway, 6.45 acres of land out of Block AK, Section 37, 6012 Marsha Sharp Freeway, Tracts A and B, Twin Peaks Addition, 6010 Marsha Sharp Freeway, Lot 6, WT Hub West Addition, 5810 Marsha Sharp Freeway, 1.93 acres of land out of Block AK, Section 37, 6004 Marsha Sharp Freeway, Tract A, Home 2 Lubbock Addition, 5909, 5915, and 5919 50th Street, Tracts F-4, F-5, and F-6, Southwest Commercial Park Addition, 5815, 5821, 5821 Rear, 5823, 5827, 5833, 5839, 5847, 5901, and 5905 50th Street, Lots 1-4, 5-A, 7-A, 9-A, 11, 12, 13, 14-A, and 16-A, Southwest Commercial Park Addition, 5811, 5831, 5835, 5843, 5845, and 5853 49th Street, Tracts D-1, D-2, D-3, D-4, D-6, D-7, D-8, D-9, D-10, and D-11, Southwest Commercial Park Addition, 5810, 5816, 5820, 5822, 5828, 5830, 5848, and 5850 50th Street, Tracts E-2, E-2-A, E-3, E-4, E-4-A, E-5, E-6, E-

7, E-8, E-8-A, E-8-B, and E-8-C, Southwest Commercial Park Addition, 5004, 5026, and 5028 Frankford Avenue, Lots 2, 3-A, 4-A and 5, Frankford Business Park Addition, 5034 Frankford Avenue, Tract A, Luskey Addition, 5052 Frankford Avenue, Lot 6-A, Frankford Business Park Addition, 5602 Frankford Avenue, 0.73 acres of unplatted land out of Block AK, Section 36, 5610 Frankford Avenue, Lot 1, Frankford Business Park Addition, 5820 Spur 327, 4.01 acres of unplatted land out of Block AK, Section 36, 5802 Spur 327, Tracts A and B, Womble Addition, 5702 – 5828 Genoa Avenue, Lots 1-11, Heron Development Addition, 5911 57th Street, 6.88 acres of unplatted land out of Block AK, Section 36, 6000 Spur 327, Tracts A and B, Bob Mills Furniture Company Addition, 5423, 5425, and 5435 Frankford Avenue, Tracts 1-A, 1-B, and 1-C, C C Knott Addition, 5613 Frankford Avenue, Tract A, Carizma Motors Addition, 5617, 5621, and 5701 Frankford Avenue, Lots 8, 2-A, 2-B, 27, and 28, Westac Addition, 5310 Englewood Avenue, Lot 25, Westac Addition, 5320 Englewood Avenue, 1.39 acres of unplatted land out of Block E-2, Section 28, 5614 and 5618 Englewood Avenue, Lots 26-A and 26-B, Westac Addition, 5610, 5702, and 5712 58th Street, Lots 7, 10, 11-A, 17, and 23, Westac Addition, 5310, 5320, 5612, and 5620, West Loop 289, Lots 16, 20, 22, and 24, Westac Addition, 5801, 5805, and 5807 Frankford Avenue, Lots 1-A-1, 3-A, and 4-A-1, Westac Addition, 5702, 5706, 5708 and 5720 Spur 327, Lots 2-A, 3, 4, and 6, Village Center Addition, 5710 and 5716 Spur 327, Lots 6-A-1 and 6-A-2, Westac Addition, 5725 and 5727 58th Street, Lots 9-A-1 and 13-A-1, Westac Addition, 5721 58th Street, Lot 1-A, Village Center Addition, 5712 Spur 327, Lots 6-A-3-A and 6-A-3-B, Westac Addition, 5609 58th Street, Lot 14, Westac Addition, 5802 West Loop 289, Lot 15, Westac Addition, 5806 West Loop 289, 0.16 acres of unplatted land out of Block E-2, Section 28, 5810 West Loop 289, Lot 21, Westac Addition, 5902 West Loop 289, Lot 1-A, Cinema District Addition, and 5916 West Loop 289, Lot 5, Village Center Addition.

All properties identified herein are located within the municipal limits of the City of Lubbock, Lubbock County, Texas and the specific zoning changes are further identified in the zoning maps attached hereto as *Exhibit A*, which is hereby adopted and incorporated herein as though set forth fully herein.

SECTION 2. A 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. 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. 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:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC3544 – Zoning Map Analysis Amendment – District 5
June 23, 2026

Planning Department
City of Lubbock

Staff Report	Zone Case 3544
City Council	June 23, 2026

Applicant City of Lubbock

Council District 5

Notification Summary
- Notifications Sent: 915
- Received In Favor: 10
- Received In Opposition: 14

Prior Board Action
- June 4, 2026, Zone Case 3544, The Planning and Zoning Commission recommended approval of a zone change from SF-2, HC, IP, LI, and GI to SF-2, AC, HC, and IP by a vote of 7-0-1.

Zoning Request and Analysis

Item Summary

Plan Lubbock 2040, the City's Comprehensive Plan, was adopted by the City Council in December 2018. Included in this Plan, is the Future Land Use Map and Future Land Use Plan, which utilized existing conditions, fiscal impact modeling, and community visioning, to provide guidance for Lubbock's future land development. Since then, it has been determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan. Allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock.

Therefore, the Planning Department contracted with SAFEbuilt, LLC in September 2024 to conduct a Zoning Map Analysis, which was completed in October 2025. The Analysis examined and identified properties throughout the City of Lubbock where the current zoning did not align with the existing land use, adjacent development, or Future Land Use Plan, and made recommendations for rezoning to bring these properties into alignment.

This is the sixth case of a total of six separate zone cases with the recommended zone changes, grouping properties by City Council District. This month is District 5.

Current zoning: **Low Density Single-Family District (SF-2), Heavy Commercial District (HC), Industrial Park District (IP), Light Industrial District (LI), and General Industrial District (GI)**

Recommended zoning: **Low Density Single-Family District (SF-2), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP)**

Attachments
A. Aerial Maps
B. Current Zoning Maps
C. Recommended Zoning Maps
D. Future Land Use Maps
E. Response Maps
F. Response Letters

Staff Contacts
Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

District 5

3.4 **Zone Case 3544**: A request for zone changes in **City Council District 5** from Low Density Single-Family District (SF-2), Heavy Commercial District (HC), Industrial Park District (IP), Light Industrial District (LI), and General Industrial District (GI) to Low Density Single-Family District (SF-2), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP), at:

- **5701 130th Street**, Tract A, Huffines Business Park Addition, **5701 130th Street Rear**, 2.2 acres of unplatted land out of Block AK, Section 8, **5514, 5517, 5608, and 5619 132nd Street**, Tracts H, K, P, and Q, Huffines Business Park Addition, **13306 and 13312 Chicago Avenue**, Tracts U and V, Huffines Business Park Addition, **5215 and 5217 98th Street**, 1.21 acres out of Tracts 6-A and 7-A, Southwest Lubbock Health Center Addition, **6601-6622 Xenia Avenue**, 7501-7513 68th Street, and 6601-6622 Winfield Avenue, Tracts A-T, Camp HM Business Park Addition, **7018 82nd Street**, 1 acre of unplatted land out of Block AK, Section 30, **7006 82nd Street**, 7.06 acres of unplatted land out of Block AK, Section 30, **7302 82nd Street**, Tract A, Rancho Verde Estates Addition, **7304, 7314, and 7318 82nd Street**, Lots 3-A, 4-A, 5-A, and 6-A, A&O Addition, **8101 and 8102 Viola Avenue**, Lots 113-A and 116-A, Rancho Verde Estates Addition, **7412 and 7414 82nd Street**, Lot 114-A, Rancho Verde Estates Addition, **7415, 7417, 7419, and 7421 81st Street, 7416, 7418, and 7422 82nd Street, and 8107 Wausau Avenue**, Tract B, Rancho Verde Estates Addition, **6508 Marsha Sharp Freeway**, 0.94 acres of unplatted land out of Block AK, Section 35, **6602 Marsha Sharp Freeway**, Tract A, Water Rampage Addition, **6102 Norwich Avenue**, 0.3 acres of unplatted land out of Block AK, Section 35, **6901 Marsha Sharp Freeway**, 12.61 acres of unplatted land out of Block AK, Section 35, **6909 Marsha Sharp Freeway**, 2.5 acres of land out of Tract A, Killeen Addition, **6628 66th Street**, 3.21 acres of unplatted land out of Block AK, Section 35, **7005 Marsha Sharp Freeway**, 3.33 acres of unplatted land out of Block AK, Section 35, **7009 Marsha Sharp Freeway**, 7.02 acres of unplatted land out of Block AK, Section 30, **7101, 7103, 7105, and 7107 Santa Fe Drive**, Lots 62-65, Pine Grove Estates Addition, **7111 and 7113 Santa Fe Drive**, Tracts B-1 and B-2, Pine Grove Estates Addition, **7102, 7104, 7106, and 7110 Santa Fe Drive**, Lots 67-70, Pine Grove Estates Addition, **6409 Upland Avenue**, the south 101.5 feet of the north 166.5 feet of the west 150 feet of Tract A, Pine Grove Estates Addition, **7311 Marsha Sharp Freeway**, Tract B, Upland Point Addition, **7313 and 7315 Marsha Sharp Freeway**, 2.67 acres of unplatted land out of Block AK, Section 31, **7002 Upland Avenue**, 0.44 acres of unplatted land out of Block AK, Section 31, **7004 Upland Avenue**, 0.34 acres of unplatted land out of Block AK, Section 31, **7008 Upland Avenue**, 0.55 acres of unplatted land out of Block AK, Section 31, **7012 Upland Avenue**, 0.68 acres of unplatted land out of Block AK, Section 31, **7202 Upland Avenue**, 1.35 acres of unplatted land out of Block AK, Section 31, **7204 Upland Avenue**, 1.94 acres of unplatted land out of Block AK, Section 31, **7302 Upland Avenue**, 2.97 acres of unplatted land out of Block

AK, Section 31, **7304 Upland Avenue**, 2.28 acres of unplatted land out of Block AK, Section 31, **7306 Upland Avenue**, 0.88 acres of unplatted land out of Block AK, Section 31, **7308 Upland Avenue**, 0.39 acres of unplatted land out of Block AK, Section 31, **7310 Upland Avenue**, 0.28 acres of unplatted land out of Block AK, Section 31, **7312 Upland Avenue**, 0.41 acres of unplatted land out of Block AK, Section 31, **7314 Upland Avenue**, 0.22 acres of unplatted land out of Block AK, Section 31, **7316 Upland Avenue**, 1.27 acres of unplatted land out of Block AK, Section 31, **7411 Marsha Sharp Freeway**, 0.28 acres of unplatted land out of Block AK, Section 31, **7413 Marsha Sharp Freeway**, 0.20 acres of unplatted land out of Block AK, Section 31, **7415 Marsha Sharp Freeway**, 0.133 acres of unplatted land out of Block AK, Section 31, **7417 Marsha Sharp Freeway**, 0.27 acres of unplatted land out of Block AK, Section 31, **7419 Marsha Sharp Freeway**, 0.20 acres of unplatted land out of Block AK, Section 31, **7421 Marsha Sharp Freeway**, 0.49 acres of unplatted land out of Block AK, Section 31, **7423 Marsha Sharp Freeway**, 0.17 acres of unplatted land out of Block AK, Section 31, **7433 Marsha Sharp Freeway**, 0.53 acres of unplatted land out of Block AK, Section 31, **4402 Upland Avenue**, 1 acre of unplatted land out of Block AK, Section 38, **6068 50th Street**, 8.27 acres of unplatted land out of Block AK, Section 37, **4524 Milwaukee Avenue**, 14.58 acres of unplatted land out of Block AK, Section 38, **4540 Milwaukee Avenue**, Lot 7, Canyon West Addition, **5002 Milwaukee Avenue**, Tract A, Braums Addition, **5008 Milwaukee Avenue**, 1.55 acres of unplatted land out of Block AK, Section 35, **5010 Milwaukee Avenue**, Tract E, Canyon West II Addition, **5012 Milwaukee Avenue**, Tract A, Gill Holdings Addition, **5014 Milwaukee Avenue**, Tract A, Starbucks Addition, **5016, 5018, and 5020 Milwaukee Avenue**, Tracts B, C, and D, Canyon West II Addition, **5024 Milwaukee Avenue**, Tract A, Toot N Totum No 3 Addition, **4501, 4505, and 4511, Milwaukee Avenue**, Tracts A-1-A, A-2, and A-3, City View Campus Addition, **6401 46th Street**, Tract A-4, City View Campus Addition, **4517 Milwaukee Avenue**, 1.06 acres of unplatted land out of Block AK, Section 37, **4525 Milwaukee Avenue**, Tract A, Esplanade Addition, **4545 Milwaukee Avenue**, Tract B, Esplanade Addition, **6050 50th Street**, 2.97 acres of unplatted land out of Block AK, Section 37, **6060 50th Street**, 1.7 acres of unplatted land out of Block AK, Section 37, **6435 50th Street**, Lot 5-A, Canyon West Addition, **5005 Milwaukee Avenue**, Lot 5-B, Canyon West Addition, **5009, 5013, 5015, 5017, 5029, and 5031 Milwaukee Avenue**, Lots 1-A, 1-B, 1-C, 1-D-1, and 1-D-2 Canyon West Addition, **6026, 6028, 6030, 6038, 6048, 6052, 6054, and 6064 Marsha Sharp Freeway**, Lots 2, 3-C-1-A-1, 3-C-1-A-2, 3-C-1-A-3, 3-C-1-A-4, 3-C-1-B, 3-D-1, and 3-D-2, Canyon West Addition, **6055 50th Street**, Lot 3-B, Canyon West Addition, **6018 Marsha Sharp Freeway**, Lot 6, Canyon West Addition, **6016 Marsha Sharp Freeway**, Lot 1, Block A, Sam's Addition, **6016 Marsha Sharp Freeway 2**, Lot 2, Block A, Sam's Addition, **6014 Marsha Sharp Freeway**, 6.45 acres of land out of Block AK, Section 37, **6012 Marsha Sharp Freeway**, Tracts A and B, Twin Peaks Addition, **6010 Marsha Sharp Freeway**, Lot 6, WT Hub West Addition, **5810 Marsha Sharp Freeway**, 1.93 acres of land out of Block AK, Section 37, **6004 Marsha Sharp Freeway**, Tract A, Home 2 Lubbock Addition, **5909, 5915, and 5919 50th Street**, Tracts F-4, F-5, and F-6, Southwest Commercial Park Addition, **5815, 5821, 5821 Rear, 5823, 5827, 5833, 5839, 5847, 5901, and 5905 50th Street**, Lots 1-4, 5-A, 7-A, 9-A, 11, 12, 13, 14-A, and 16-A, Southwest Commercial Park Addition, **5811, 5831, 5835, 5843, 5845, and 5853 49th Street**, Tracts D-1, D-2, D-3, D-4, D-6, D-7, D-8, D-9, D-10, and D-11, Southwest Commercial Park Addition, **5810, 5816, 5820, 5822, 5828, 5830, 5848,**

and 5850 50th Street, Tracts E-2, E-2-A, E-3, E-4, E-4-A, E-5, E-6, E-7, E-8, E-8-A, E-8-B, and E-8-C, Southwest Commercial Park Addition, **5004, 5026, and 5028 Frankford Avenue**, Lots 2, 3-A, 4-A and 5, Frankford Business Park Addition, **5034 Frankford Avenue**, Tract A, Luskey Addition, **5052 Frankford Avenue**, Lot 6-A, Frankford Business Park Addition, **5602 Frankford Avenue**, 0.73 acres of unplatted land out of Block AK, Section 36, **5610 Frankford Avenue**, Lot 1, Frankford Business Park Addition, **5820 Spur 327**, 4.01 acres of unplatted land out of Block AK, Section 36, **5802 Spur 327**, Tracts A and B, Womble Addition, **5702 – 5902 Genoa Avenue**, Lots 1-12, Heron Development Addition, **5911 57th Street**, 6.88 acres of unplatted land out of Block AK, Section 36, **6000 Spur 327**, Tracts A and B, Bob Mills Furniture Company Addition, **5423, 5425, and 5435 Frankford Avenue**, Tracts 1-A, 1-B, and 1-C, C C Knott Addition, **5613 Frankford Avenue**, Tract A, Carizma Motors Addition, **5617, 5621, and 5701 Frankford Avenue**, Lots 8, 2-A, 2-B, 27, and 28, Westac Addition, **5310 Englewood Avenue**, Lot 25, Westac Addition, **5320 Englewood Avenue**, 1.39 acres of unplatted land out of Block E-2, Section 28, **5614 and 5618 Englewood Avenue**, Lots 26-A and 26-B, Westac Addition, **5610, 5702, and 5712 58th Street**, Lots 7, 10, 11-A, 17, and 23, Westac Addition, **5310, 5320, 5612, and 5620, West Loop 289**, Lots 16, 20, 22, and 24, Westac Addition, **5801, 5805, and 5807 Frankford Avenue**, Lots 1-A-1, 3-A, and 4-A-1, Westac Addition, **5702, 5706, 5708 and 5720 Spur 327**, Lots 2-A, 3, 4, and 6, Village Center Addition, **5710 and 5716 Spur 327**, Lots 6-A-1 and 6-A-2, Westac Addition, **5725 and 5727 58th Street**, Lots 9-A-1 and 13-A-1, Westac Addition, **5721 58th Street**, Lot 1-A, Village Center Addition, **5712 Spur 327**, Lots 6-A-3-A and 6-A-3-B, Westac Addition, **5609 58th Street**, Lot 14, Westac Addition, **5802 West Loop 289**, Lot 15, Westac Addition, **5806 West Loop 289**, 0.16 acres of unplatted land out of Block E-2, Section 28, **5810 West Loop 289**, Lot 21, Westac Addition, **5902 West Loop 289**, Lot 1-A, Cinema District Addition, and **5916 West Loop 289**, Lot 5, Village Center Addition.

DIRECTOR OF PLANNING KRISTEN SAGER gave a presentation and answered questions from the Commission. This is a City initiated zone case, based on the recommendations from the Zoning Map Analysis, which was completed in the Fall of 2025.

OPPOSED AMES HUTTON, 1602 13th Street, with Brady and Hamilton Law Firm, representing the developer, advised the property at 6050 50th Street has been under contract since August 2025 for a new development. If this property were to be rezoned, it would likely prevent the sale of the property to his client.

OPPOSED CAMPBELL FOSTER, 6050 50th Street, advised they have been working on this project for a long time.

OPPOSED SCOTT GLOYNA, 6606 Quitman, advised he represents two homes in the area of 66th Street and Marsha Sharp Freeway. He advised HC is not appropriate for the two parcels at 7005 and 7009 Marsha Sharp Freeway. He asked the Commission to consider the homes which use 66th Street for access and approve a more restrictive zoning in this area.

OPPOSED KATHRYN GUERRA, 7305 80th Street, advised she lives just west of Upland on 80th Street. She asked for clarification on the proposed zone changes at 82nd and Upland.

No one appeared to speak in favor of the request.

In the matter of **Zone Case 3544**, a motion was made by **JAMES BELL** and seconded by **ROBERT WOOD** to approve the request as presented, except for the properties at 4525 Milwaukee Avenue, 4517 Milwaukee Avenue, 5902 Spur 327, 7204 Upland Avenue, 7204 Upland Avenue (Rear), 7202 Upland Avenue, and 6050 50th Street.

In the matter of **Zone Case 3544**, a motion was made by **ROBERT WOOD** and seconded by **TERRI MORRIS** to amend the motion to remove the property at 7009 Marsha Sharp Freeway from consideration. The Commission voted 5 (in favor) to 2 (in opposition) with 1 (recusal) to approve the amendment.

CHAIR JAMES BELL and **TAREK REDWAN** cast the votes in opposition.

In the matter of **Zone Case 3544**, a motion was made by **JAMES BELL** and seconded by **ROBERT WOOD** to approve the request as presented, except for the properties at 4525 Milwaukee Avenue, 4517 Milwaukee Avenue, 5902 Spur 327, 7204 Upland Avenue, 7204 Upland Avenue (Rear), 7202 Upland Avenue, 6050 50th Street, and 7009 Marsha Sharp Freeway. The Commission voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion as amended.

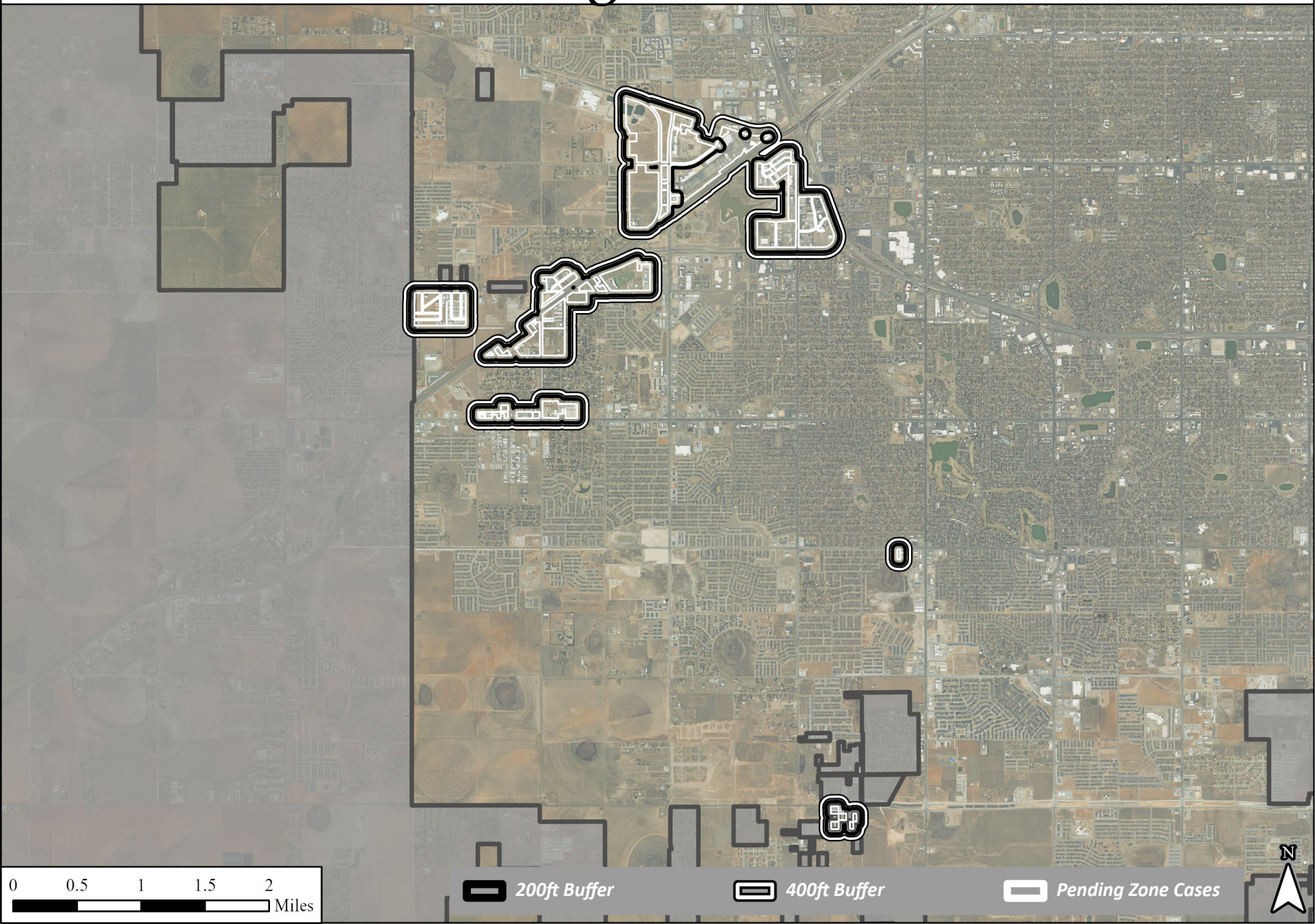
SCOTT GLOYNA recused from the case.

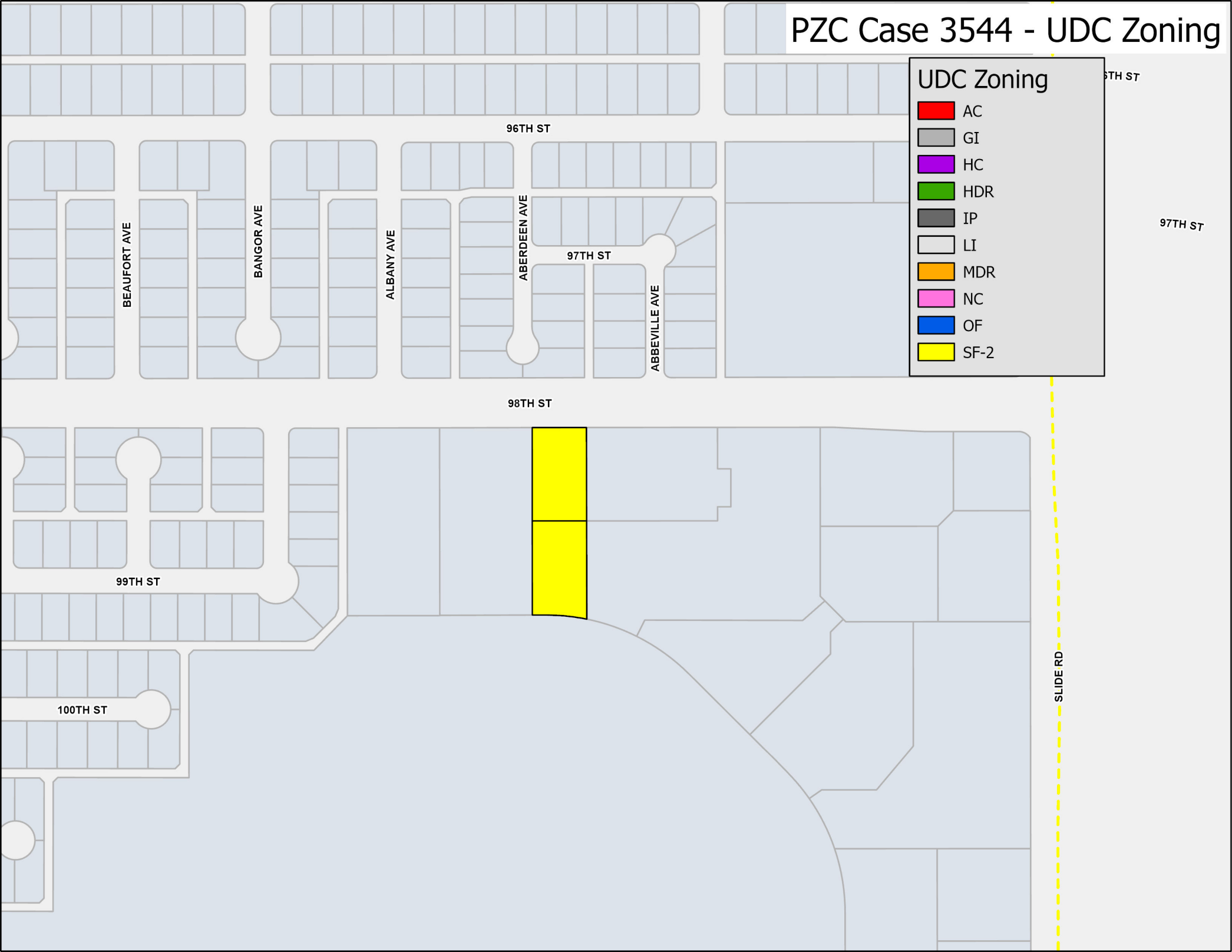
In the matter of **Zone Case 3544**, a motion was made by **JAMES BELL** and seconded by **ROBERT WOOD** to approve the request as presented for the properties at 4525 Milwaukee Avenue, 4517 Milwaukee Avenue, 5902 Spur 327, 7204 Upland Avenue, 7204 Upland Avenue (Rear), 7202 Upland Avenue, and 6050 50th Street. The Commission voted 0 (in favor) to 7 (in opposition) with 1 (recusal) to approve the motion. The case will be forwarded to City Council for consideration.

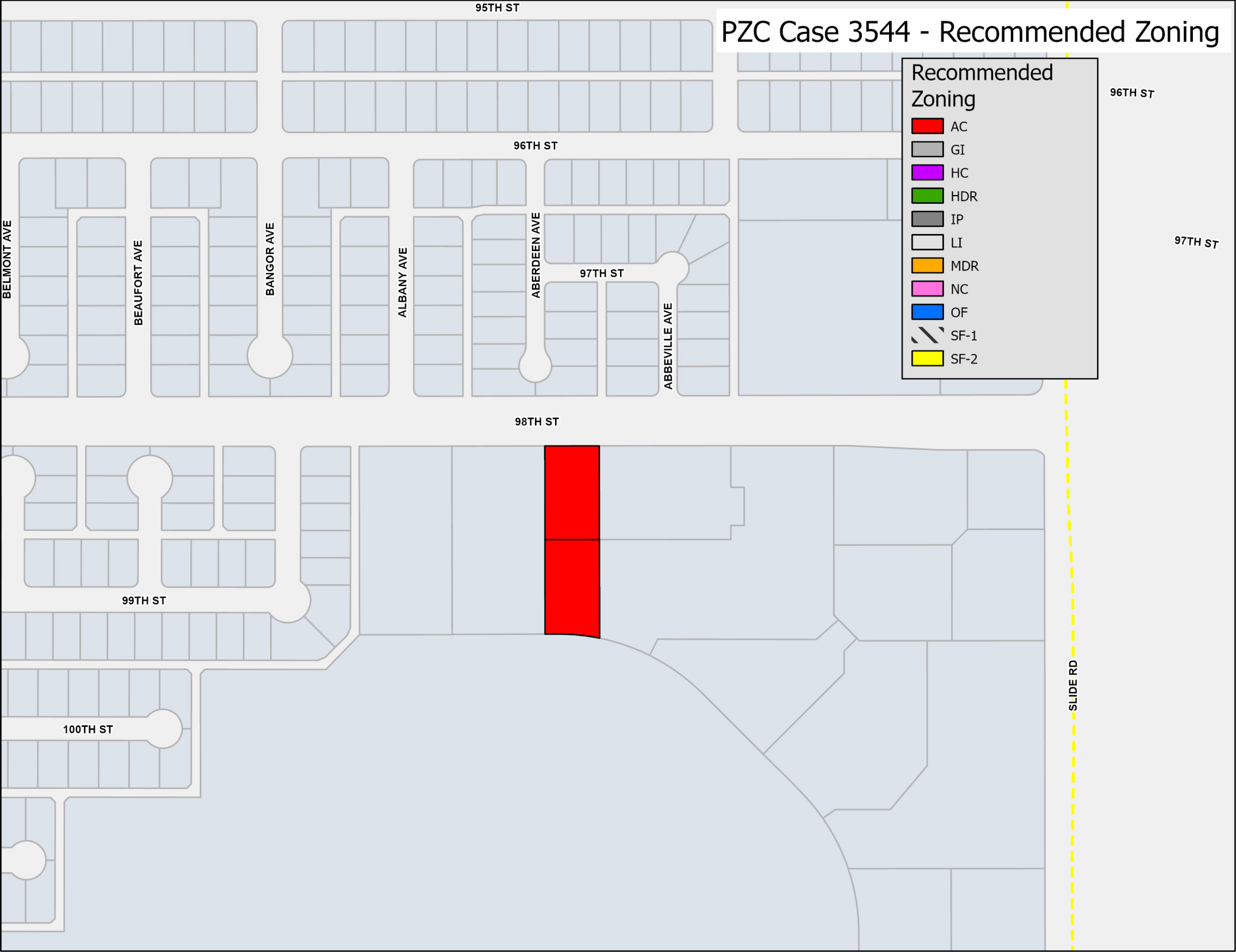
The request was DENIED.

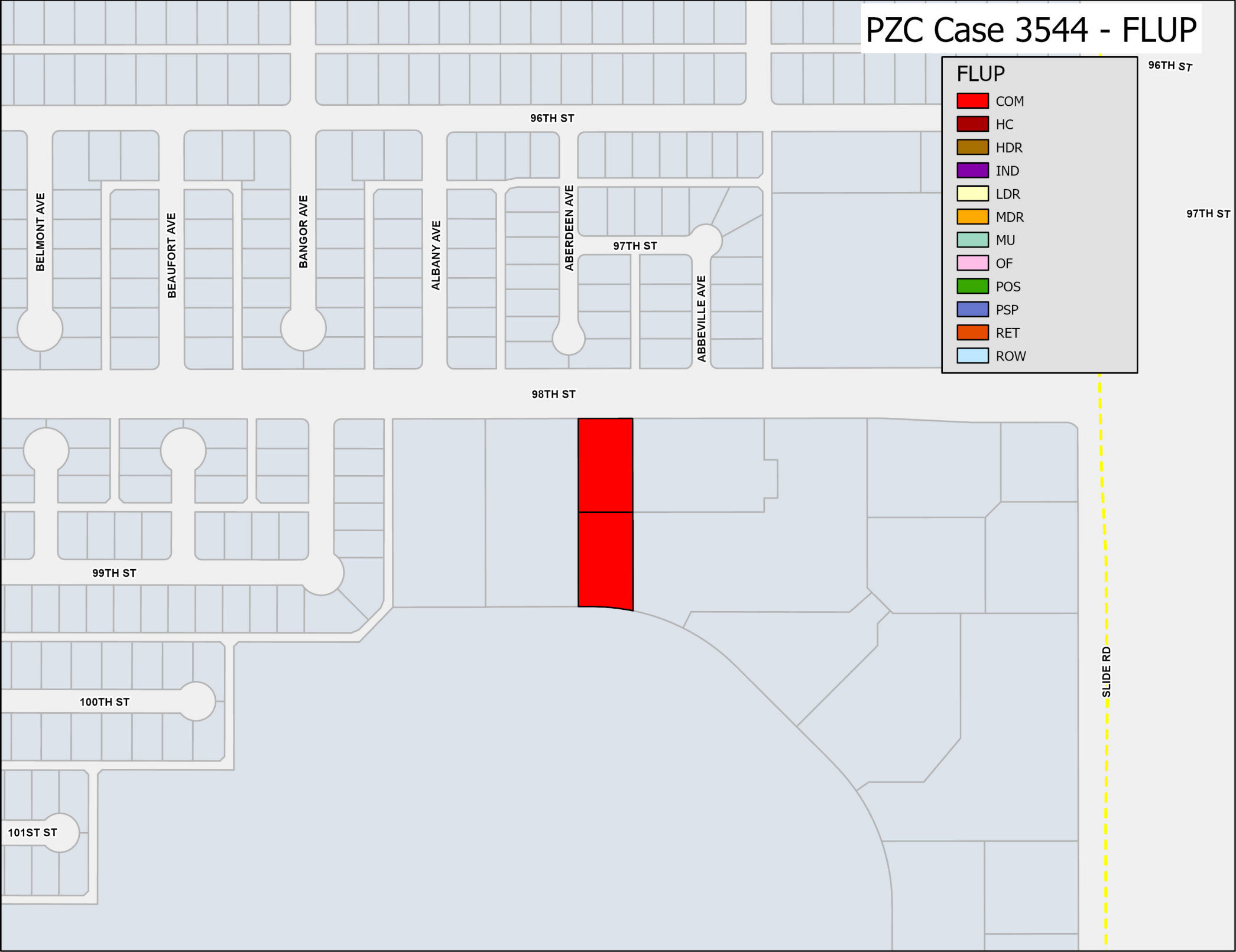
SCOTT GLOYNA recused from the case.

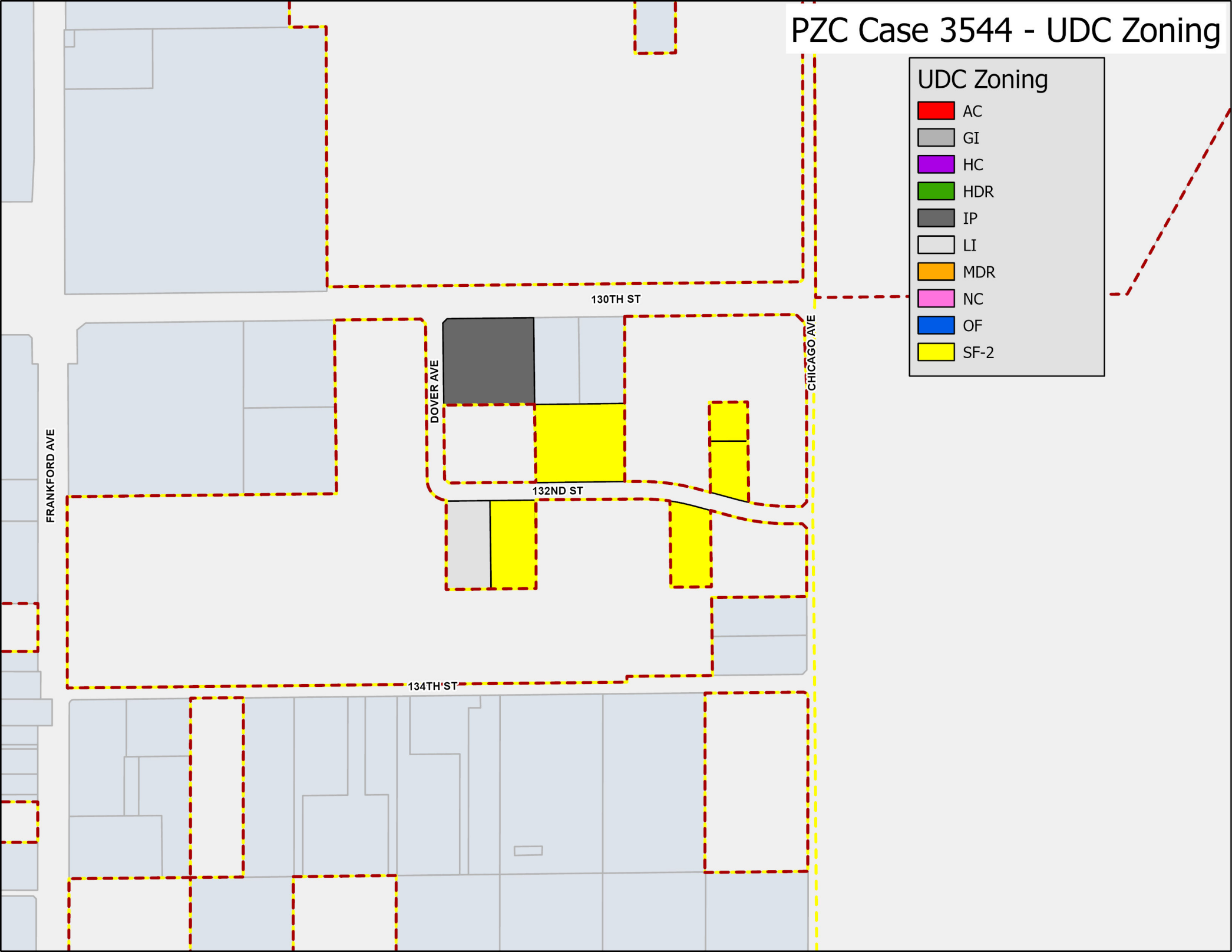
Zoning Case 3544

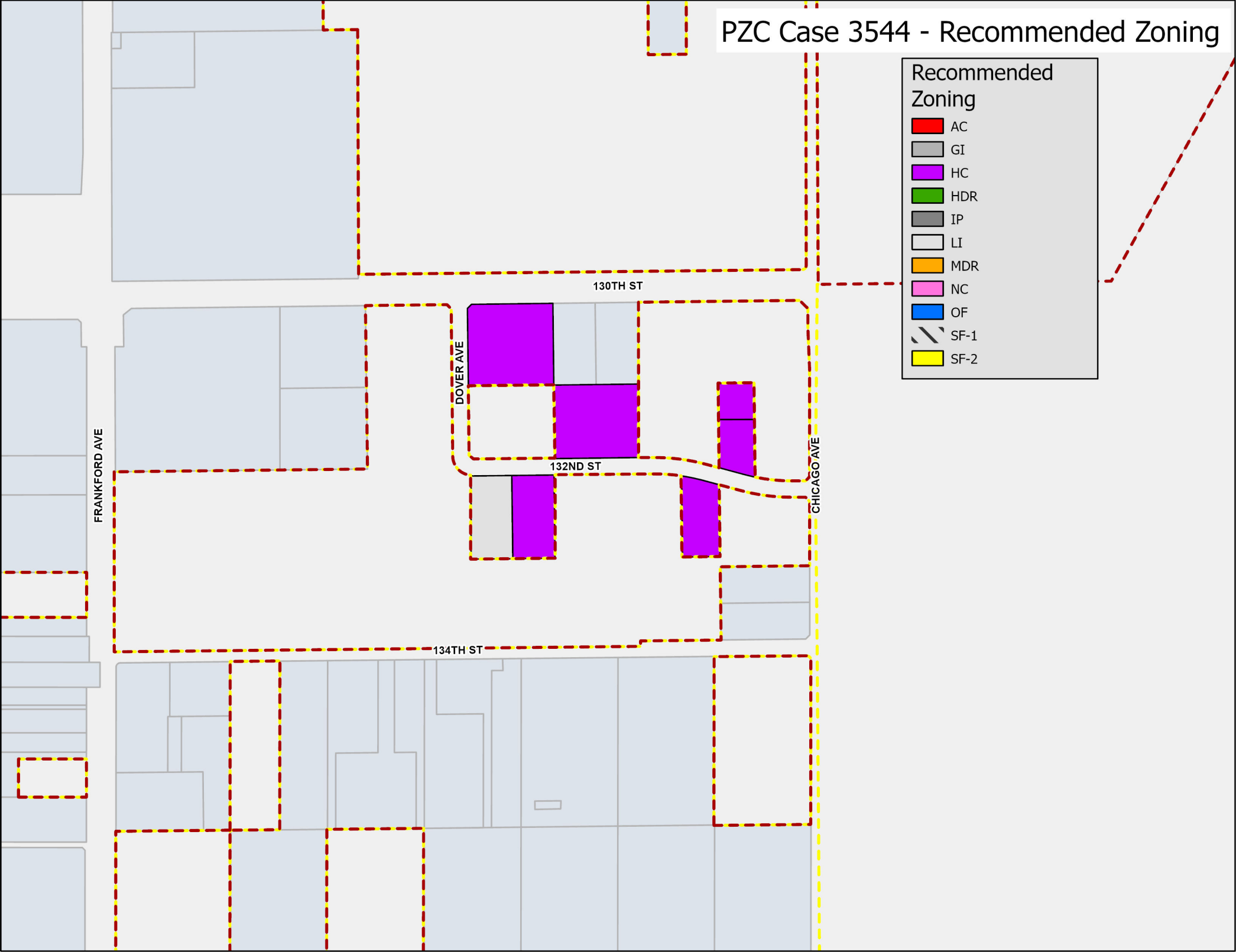


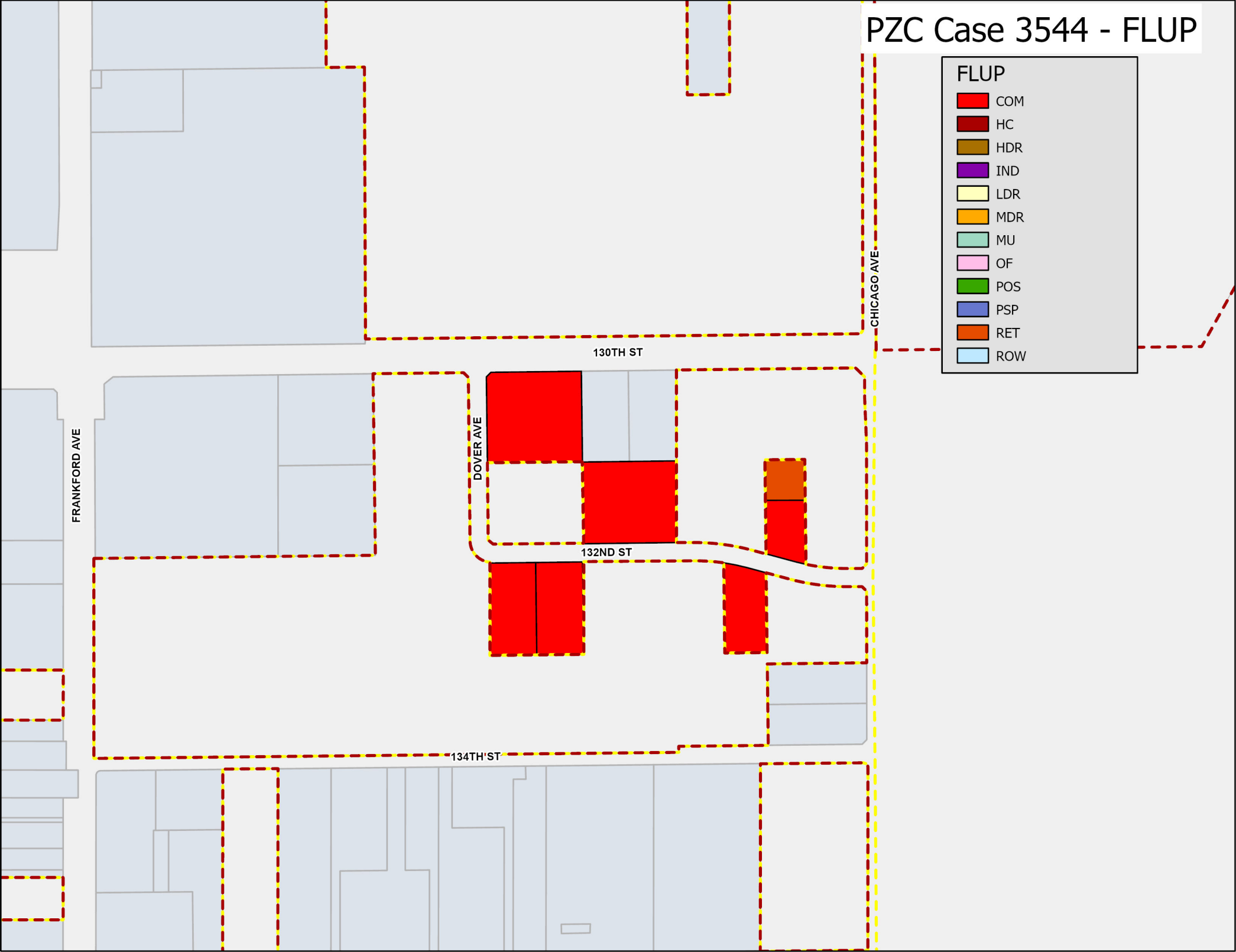

PZC Case 3544 - UDC Zoning
UDC Zoning
AC
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HC
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IP
LI
MDR
NC
OF
SF-2
96TH ST
97TH ST
98TH ST
99TH ST
100TH ST
BEAUFORT AVE
BANGOR AVE
ALBANY AVE
ABERDEEN AVE
ABBEVILLE AVE
SLIDE RD

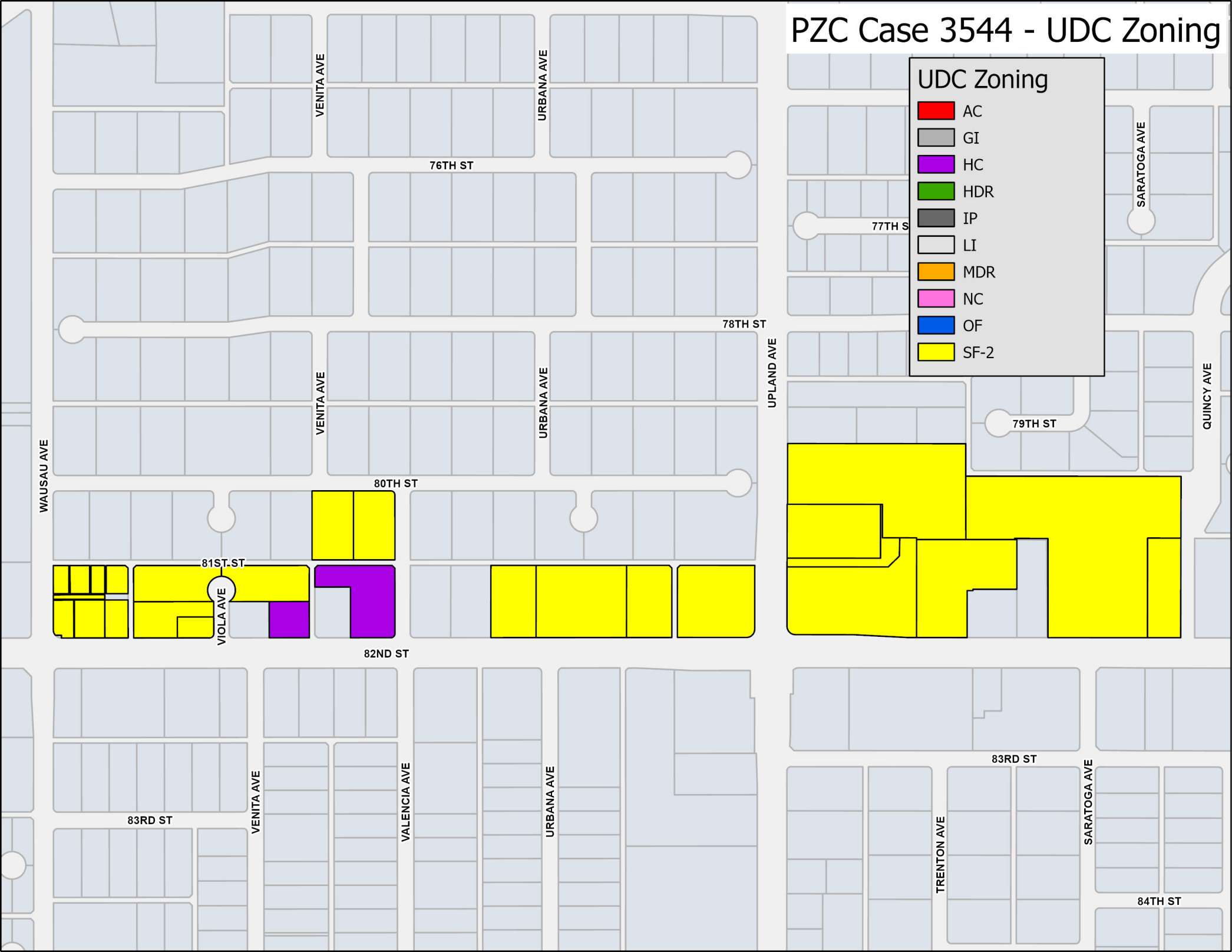

PZC Case 3544 - Recommended Zoning
Recommended Zoning
AC
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HC
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OF
SF-1
SF-2
95TH ST
96TH ST
97TH ST
98TH ST
99TH ST
100TH ST
BELMONT AVE
BEAUFORT AVE
BANGOR AVE
ALBANY AVE
ABERDEEN AVE
ABBEVILLE AVE
SLIDE RD

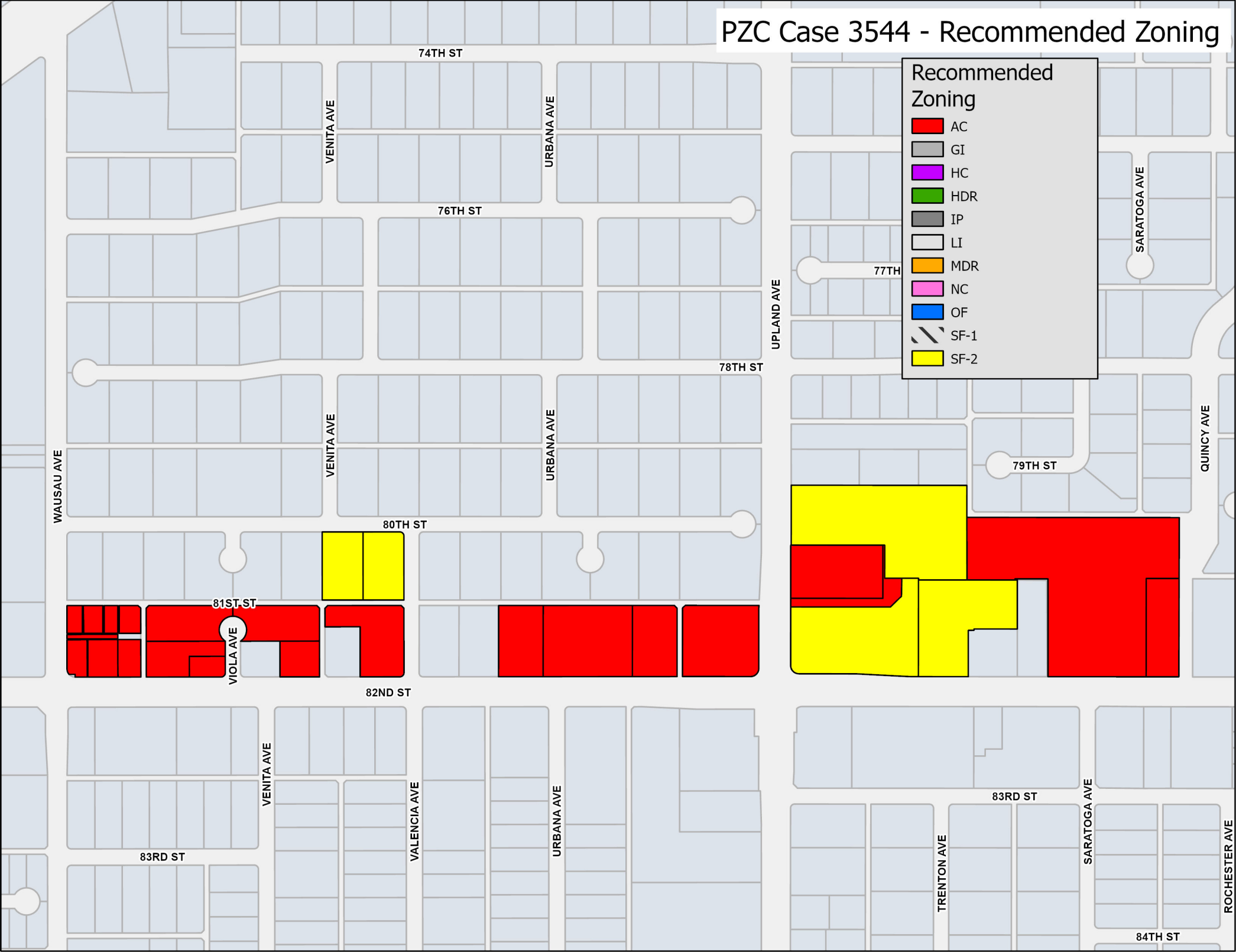

PZC Case 3544 - FLUP
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BELMONT AVE
BEAUFORT AVE
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ALBANY AVE
ABERDEEN AVE
ABBEVILLE AVE
SLIDE RD

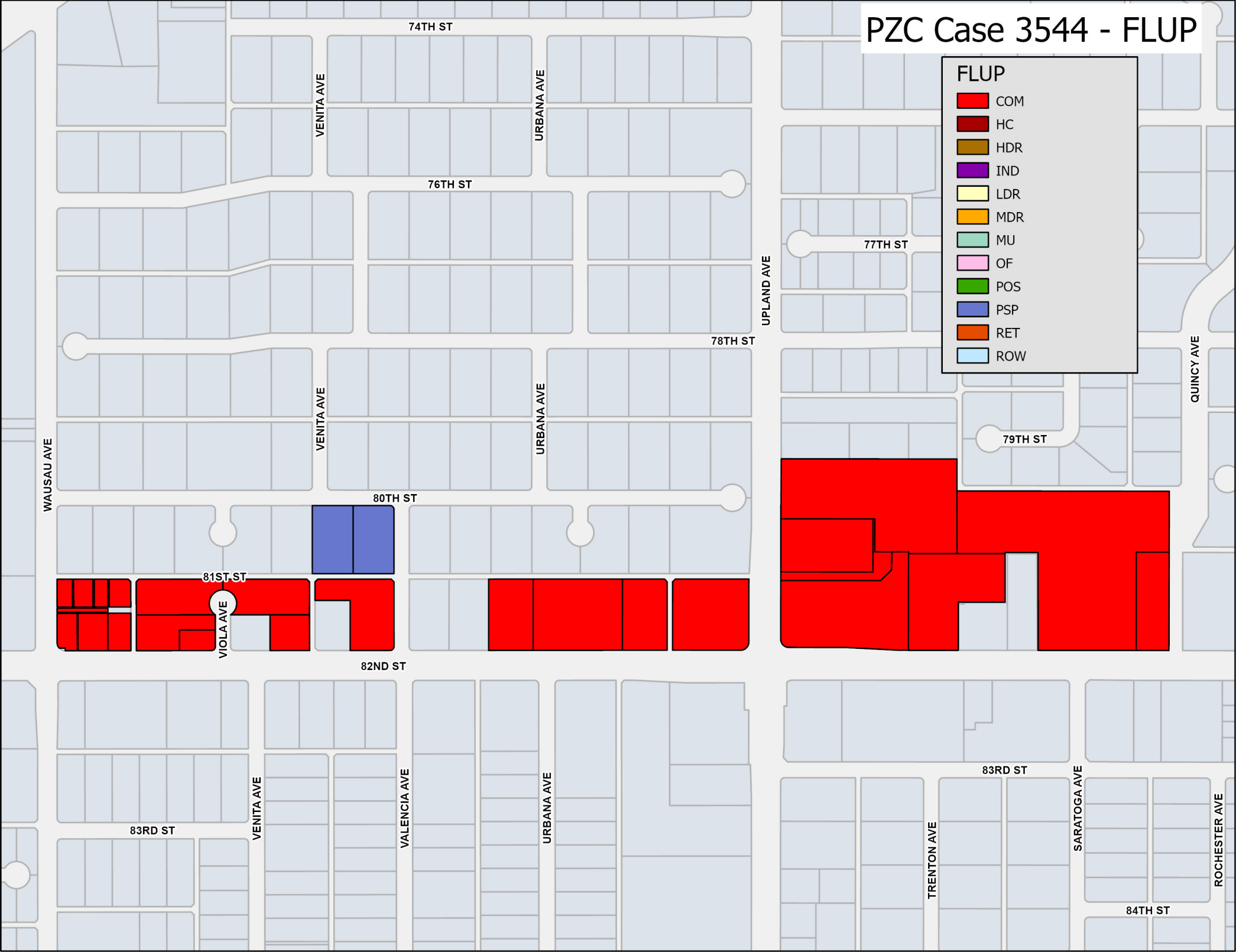

PZC Case 3544 - UDC Zoning
UDC Zoning
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SF-2
130TH ST
DOVER AVE
CHICAGO AVE
FRANKFORD AVE
132ND ST
134TH ST

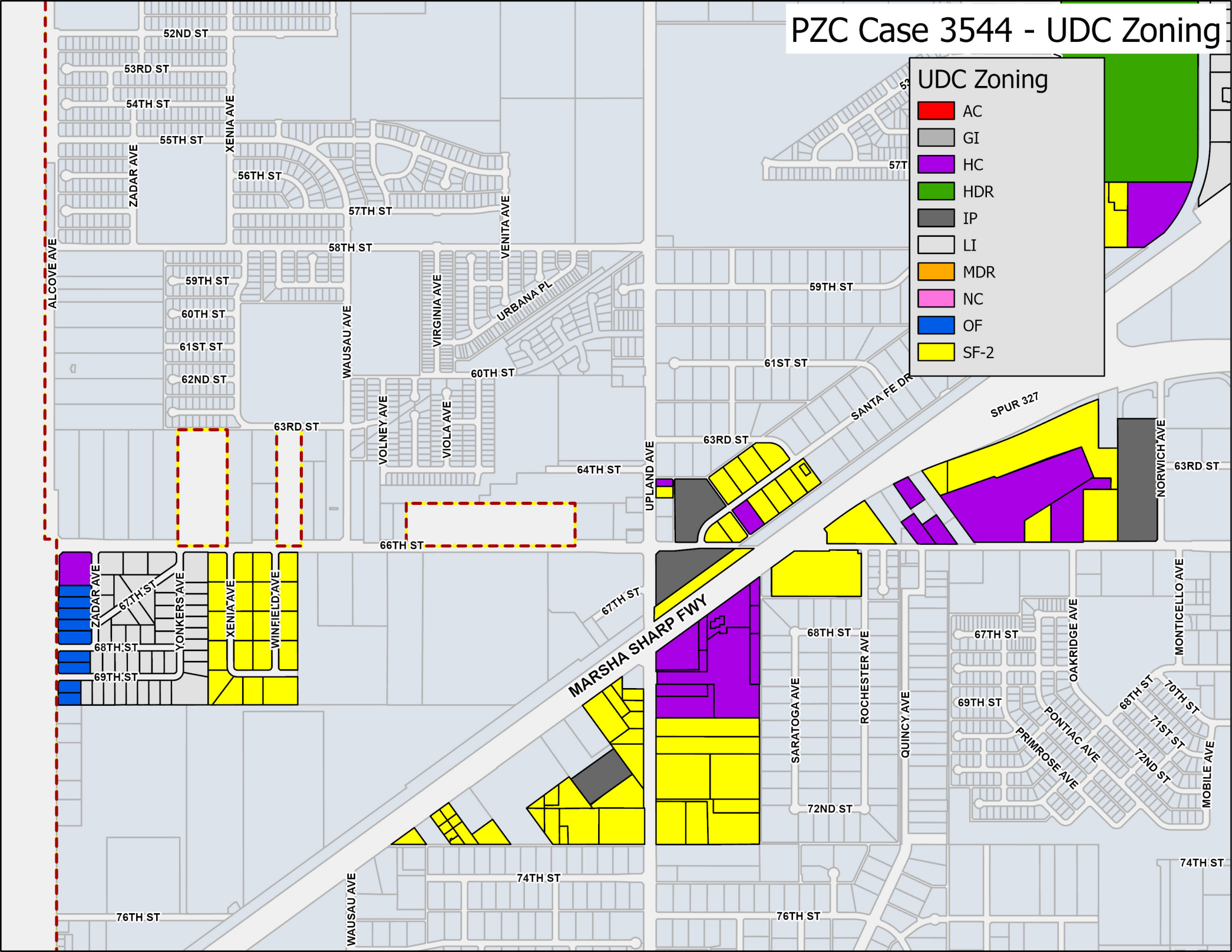

PZC Case 3544 - Recommended Zoning
Recommended Zoning
AC
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130TH ST
DOVER AVE
FRANKFORD AVE
132ND ST
CHICAGO AVE
134TH ST

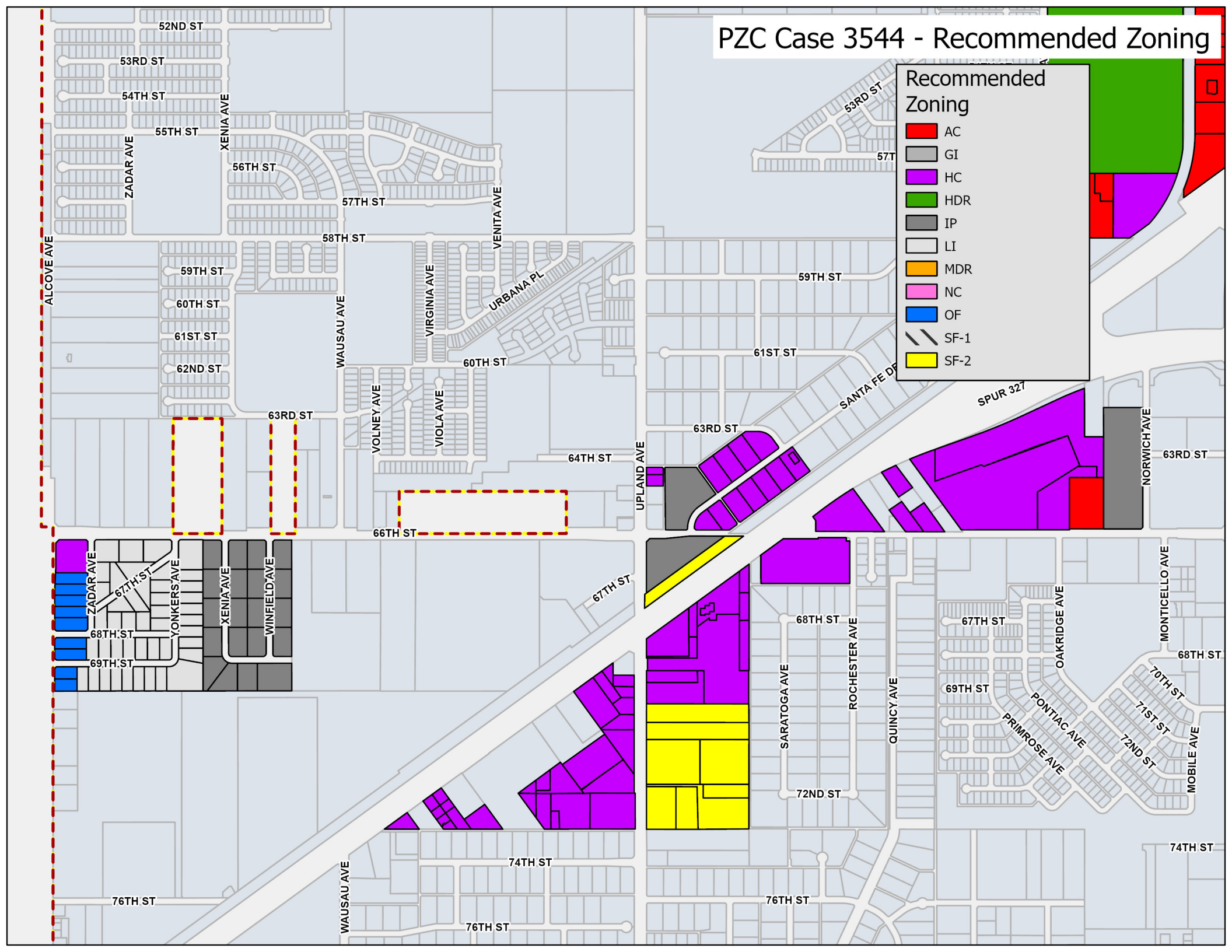

PZC Case 3544 - FLUP
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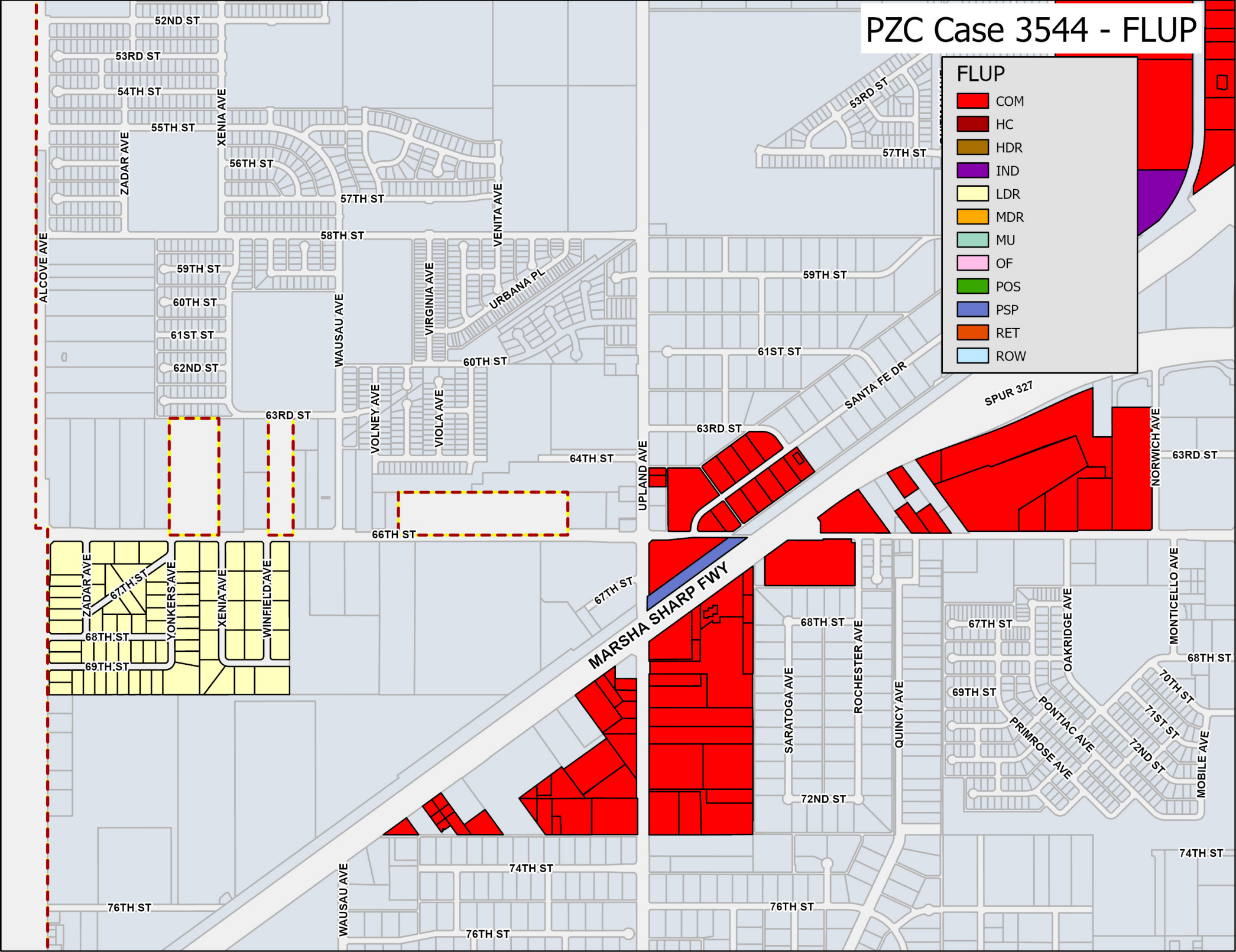

PZC Case 3544 - UDC Zoning
UDC Zoning
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OF
SF-2
VENITA AVE
URBANA AVE
76TH ST
77TH S
SARATOGA AVE
78TH ST
UPLAND AVE
QUINCY AVE
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WAUSAU AVE
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VIOLA AVE
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83RD ST
VALENCIA AVE
TRENTON AVE
84TH ST

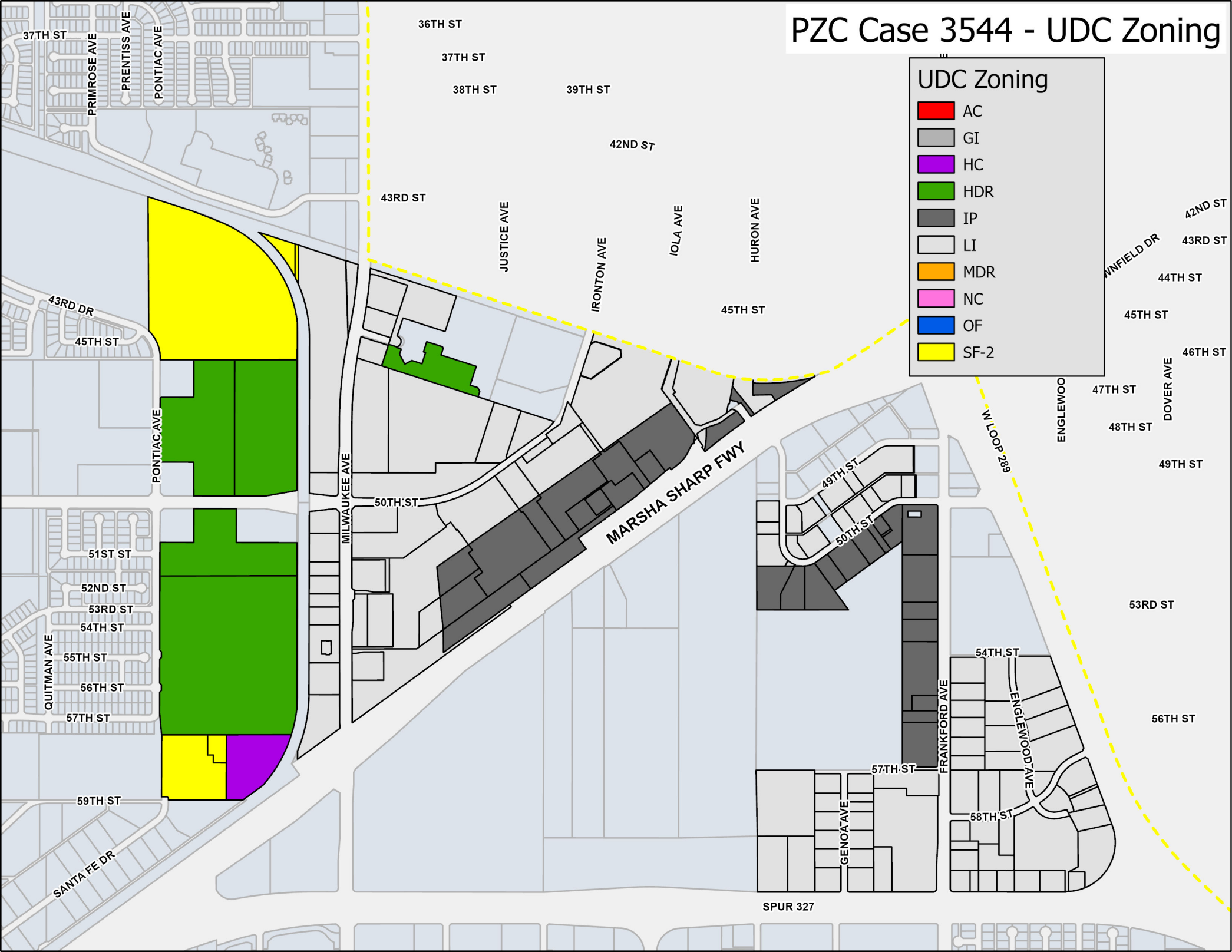

PZC Case 3544 - Recommended Zoning
Recommended Zoning
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QUINCY AVE
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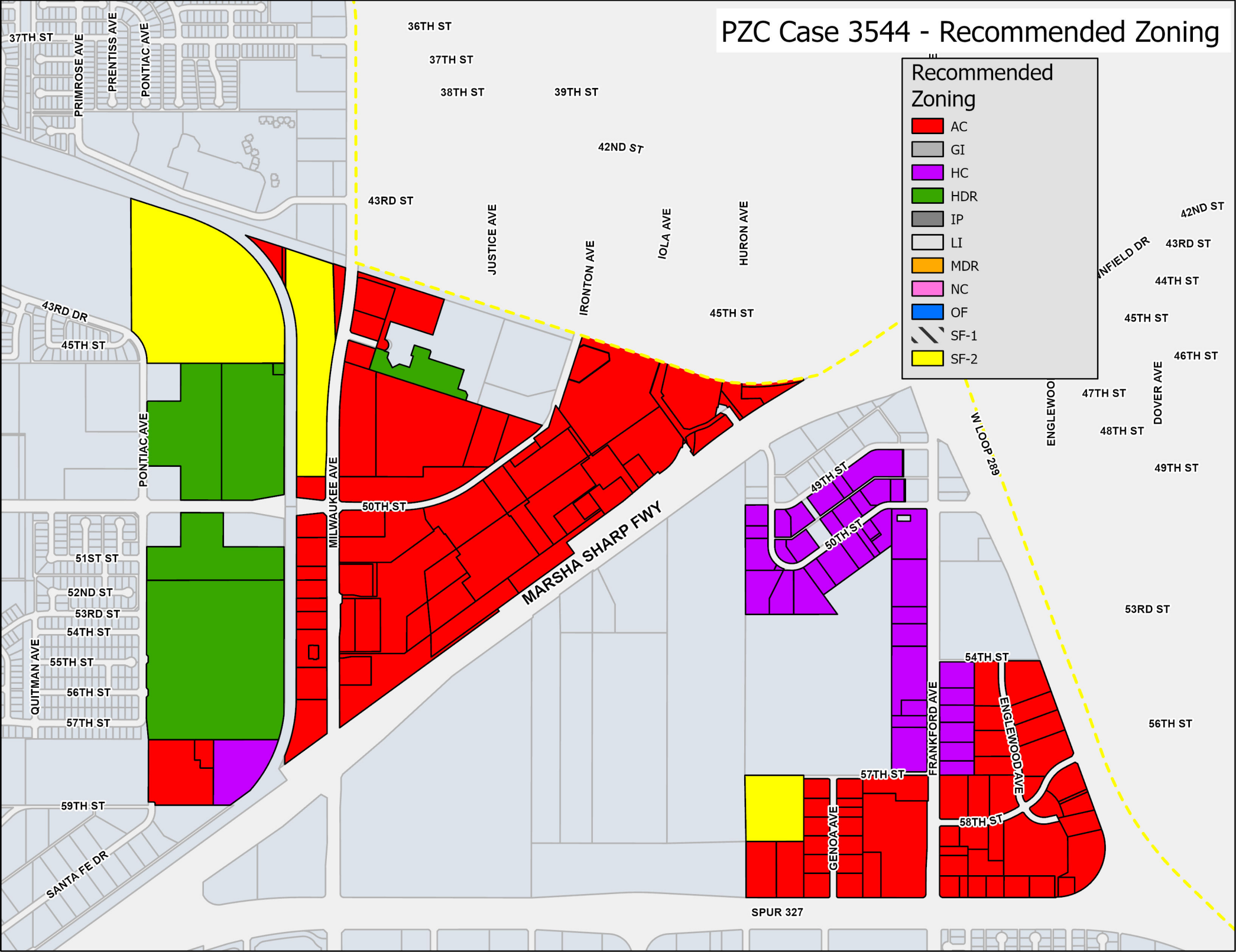

PZC Case 3544 - FLUP
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SARATOGA AVE
ROCHESTER AVE

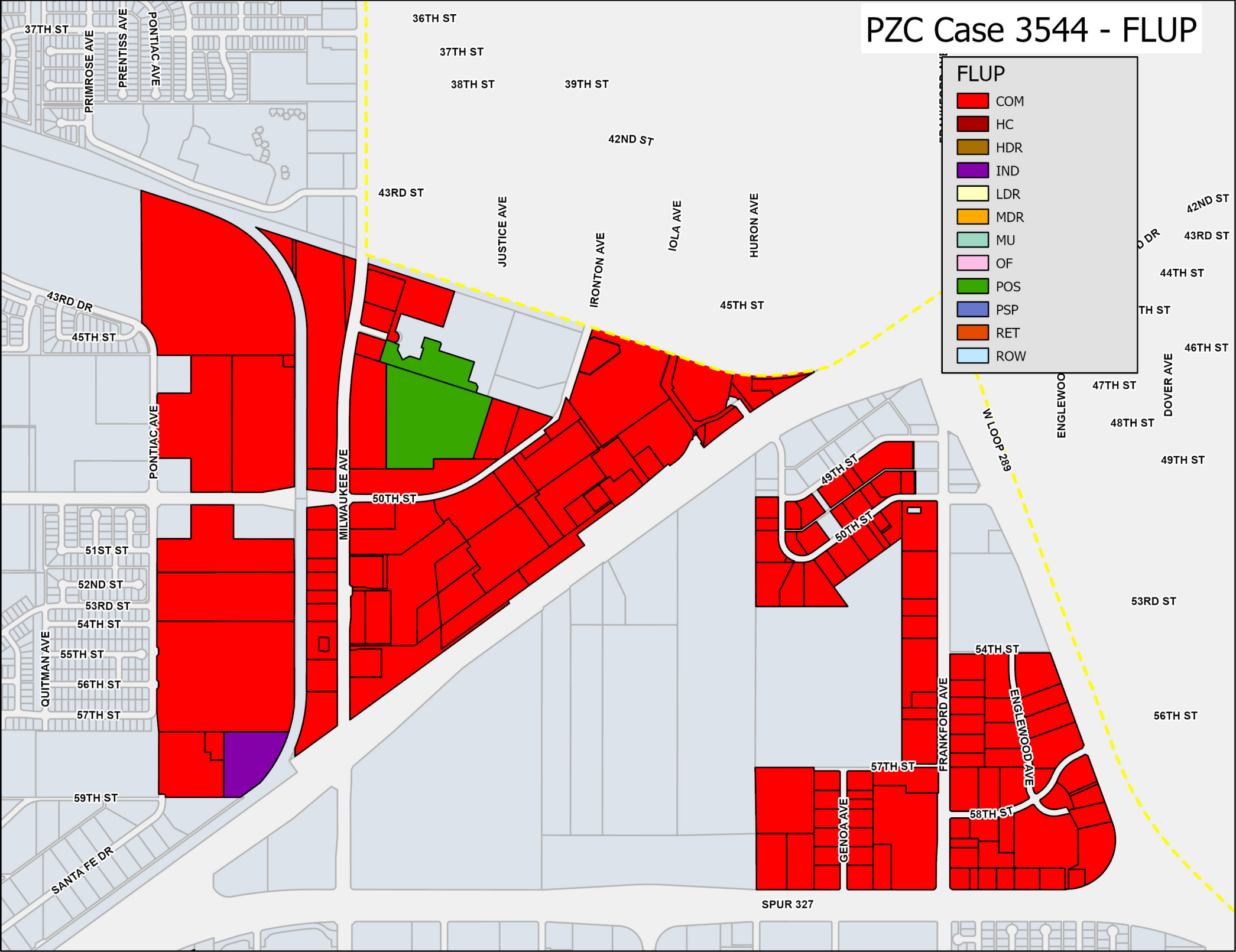

PZC Case 3544 - UDC Zoning
UDC Zoning
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XENIA AVE
VENITA AVE
VIRGINIA AVE
URBANA PL
WAUSAU AVE
VOLNEY AVE
VIOLA AVE
UPLAND AVE
SANTA FE DR
SPUR 327
NORWICH AVE
YONKERS AVE
WINFIELD AVE
MARSHA SHARP FWY
SARATOGA AVE
ROCHESTER AVE
QUINCY AVE
OAKRIDGE AVE
MONTICELLO AVE
PONTIAC AVE
PRIMROSE AVE
MOBILE AVE
70TH ST
71ST ST


PZC Case 3544 - Recommended Zoning
Recommended Zoning
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PONTIAC AVE
PRIMROSE AVE
MOBILE AVE


PZC Case 3544 - FLUP
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ROCHESTER AVE
QUINCY AVE
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MONTICELLO AVE
PONTIAC AVE
PRIMROSE AVE
MOBILE AVE


PZC Case 3544 - UDC Zoning
UDC Zoning
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38TH ST
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43RD ST
45TH ST
37TH ST
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PRENTISS AVE
PONTIAC AVE
JUSTICE AVE
IRONTON AVE
IOLA AVE
HURON AVE
43RD DR
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MILWAUKEE AVE
50TH ST
MARSHA SHARP FWY
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QUITMAN AVE
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53RD ST
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58TH ST
FRANKFORD AVE
ENGLEWOOD AVE
GENOA AVE
SPUR 327


PZC Case 3544 - Recommended Zoning
Recommended Zoning
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PRENTISS AVE
PONTIAC AVE
JUSTICE AVE
IRONTON AVE
IOLA AVE
HURON AVE
43RD DR
MILWAUKEE AVE
MARSHA SHARP FWY
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DOVER AVE
QUITMAN AVE
FRANKFORD AVE
ENGLEWOOD AVE
GENOA AVE
SANTA FE DR
SPUR 327


PZC Case 3544 - FLUP
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59TH ST
PRIMROSE AVE
PRENTISS AVE
PONTIAC AVE
JUSTICE AVE
IRONTON AVE
IOLA AVE
HURON AVE
43RD DR
MILWAUKEE AVE
QUITMAN AVE
W LOOP 289
ENGLEWOOD
DOVER AVE
FRANKFORD AVE
ENGLEWOOD AVE
GENOA AVE
SANTA FE DR
SPUR 327

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor X

Opposed ____

Reasons and/or Comments:

GOOD UPDATE. Thank You!

Print Name Alex Scarborough, Member

Signature: alex Scarborough

Address: ~~5104 34th~~ 5104-34th, Lubbock, TX 79410

Address of Property Owned: 7405 - MSF, Lubbock, TX 79407

Phone Number: 806 799 3677

Email: alexs@tomstreeplace.com

Zone Case Number: **3544** R130075 Recipient 572 of 915

COUNTRY GARDENS LLC
5104 34TH ST

LUBBOCK TX 79410

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:

GOOD UPDATE, Thank You!

Print Name Alex Scarborough, Member

Signature: alex scarborough

Address: 5104 - 34th, Lubbock, Texas 79410

Address of Property Owned: 7005 MSF, Lubbock, TX 79424

Phone Number: 806 799 3677

Email: alexs@tomstreetplace.com

Zone Case Number: **3544** R67707 Recipient 589 of 915

CONVENIENCE POINT LLC
5104 34TH ST

LUBBOCK TX 79410

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:
GOOD UPDATE, Thank you!

Print Name Alex Scarborough, President
Signature: Alex Scarborough
Address: 5104-34th Lubbock, TX 79410
Address of Property Owned: 6901 MSF, Lubbock, TX 79407
Phone Number: 806 799 3677
Email: alexs@tomstreeplace.com

Zone Case Number: **3544** R67474 Recipient 590 of 915
ZEPHYR TREE FARMS INC
5104 34TH ST

LUBBOCK TX 79410

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor X

Opposed ____

Reasons and/or Comments:
GOOD UPDATE, Thank You!

Print Name Alex Scarborough, President
Signature: Alex Scarborough
Address: 5104 34th, Lubbock, TX 79410
Address of Property Owned: 7009 MSF, Lubbock, TX 79424
Phone Number: 806 799 3677
Email: alexs@tomsfreeplace.com

Zone Case Number: **3544** R38608 Recipient 743 of 915
ZEPHYR TREE FARMS INC
5104 34TH ST

LUBBOCK TX 79410

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ✓

Opposed ____

Reasons and/or Comments:

I am very much in favor of this zone case; I have three affected properties in the areas involved, the proposals all make sense and I really like the proactive approach.

Print Name GEORGE H. McMAHON

Signature: [signature]

Address: 7703 LA SALLE AVE

Address of Property Owned: 6801 66TH ST

Phone Number: 806-790-8007

Email: GEORGEHMCMAHON@ME.COM

Zone Case Number: **3544** R130254 Recipient 50 of 915

LUBBOCK MCMAHAN PROPERTIES LP
7703 LA SALLE AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ✓

Opposed ____

Reasons and/or Comments:

I am very much in favor of this zone case; I have three affected properties in the areas involved, the proposals all make sense and I really like the proactive approach.

Print Name GEORGE H. McMAHON

Signature: George H McMahon

Address: 7703 LA SALLE AVE

Address of Property Owned: 7302 UPLAND AVE

Phone Number: 806-790-8007

Email: GEORGEHMCMAHON@ME.COM

Zone Case Number: **3544** R34982 Recipient 55 of 915

LUBBOCK MCMAHAN PROPERTIES LP
7703 LA SALLE AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ✓

Opposed ____

Reasons and/or Comments:

I am very much in favor of this zone case; I have three affected properties in the areas involved, the proposals all make sense and I really like the proactive approach.

Print Name GEORGE H. MCMAHON

Signature: George H. McMahon

Address: 7703 LA SALLE AVE

Address of Property Owned: 6600 Block of 66TH ST

Phone Number: 806-790-8007

Email: GEORGEHMCMAHON@ME.COM

Zone Case Number: **3544** R88423 Recipient 5 of 915
MILWAUKEE LTD
7703 LA SALLE AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ✓ but ONLY with conditions - so not either in favor or fully Opposed.

Opposed ____

Reasons and/or Comments:

I am a nearby homeowner whose backyard directly borders the property at 7009 Marsha Sharp Freeway included in P&Z Case 3544.

I am not opposed to redevelopment of this property. The current orchard area and fence line have become difficult to maintain and contribute to ants and other pests entering neighboring residential yards.

However, because my backyard directly adjoins this tract, I ask that the City carefully consider compatibility protections between any Heavy Commercial development and the existing residential homes nearby.

I respectfully request that the following items be strongly considered as part of any approval:
- A tall masonry privacy/buffer wall along the residential boundary
- Significant landscaping and buffering
- Downward-facing lighting to reduce backyard light intrusion
- Careful placement of dumpsters, loading areas, and mechanical equipment away from homes
- Restrictions on excessive noise and outdoor speaker use. There is a golf business on 66th Street which is several blocks from my property whose outdoor music can sometimes be heard clearly in the evenings during the summer months.

My concerns are not with responsible development itself, but with preserving the quiet residential character for the homeowners whose properties directly border this tract.

Thank you for your consideration.

Print Name Shellie G Smith

Signature: Shellie G Smith

Address: 7006 68th St Lubbock TX 79424

Address of Property Owned: 7006 68th St Lubbock TX 79424

Phone Number: 806-790-6562

Email: shelliegsmith@gmail.com

Zone Case Number: **3544** R41280 Recipient 224 of 915
SMITH, SHELLIE
7006 68TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Alan Rich

Signature: alan Rich

Address: 7433 Marsha Sharp Fwy

Address of Property Owned: 7427 Marsha Sharp Fwy

Phone Number: 615-800-1066

Email: alan@lubbock53.com

Zone Case Number: **3544** R130572

MSF 7427 LLC
7433 HIGHWAY 62

LUBBOCK TX 79407-9502

Recipient 386 of 915

RECEIVED
JUN 03 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Alan Rich

Signature: Alan Rich

Address: 7433 Marsha Sharp Fwy, Ste A

Address of Property Owned: 7433 Marsha Sharp Fwy

Phone Number: 615-806-1066

Email: alan@lubbock53.com

Zone Case Number: **3544** R131321

MSF 7433 LLC
3905 76TH ST

LUBBOCK TX 79423

Recipient 80 of 915

RECEIVED
JUN 03 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ___

Opposed ✓

Reasons and/or Comments:

HEAVY COMMERCIAL WOULD ALLOW USES NOT APPROPRIATE TO BE ADJACENT RESIDENTIAL HOUSING. I WOULD NOT BE OPPOSED TO AC OR OF ZONING.

Print Name SCOTT GLOYNA

Signature: [signature]

Address: 4605 17TH ST, LUBBOCK, TX

Address of Property Owned: 6602, 6601, 6606, AND 6608 QUITMAN

Phone Number: 806-777-7577

Email: scott@dbcr.com

Zone Case Number: **3544** R35361 Recipient 201 of 915

QUITMAN HOME OWNERS ASSOCIATION INC
4605 17TH ST

LUBBOCK TX 79416

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name GREG L. GARRISON

Signature: Greg L. Garrison

Address: 116 E 42ND STREET LUBBOCK, TX 79404

Address of Property Owned: MARSHA SHARP FRWY & W LOOP 289

Phone Number: 806 789.5523

Email: GREG@PANTEXPLYWOOD.COM

Zone Case Number: **3544** R32485

LA MANCHA INVESTMENTS LTD
116 E 42ND ST

LUBBOCK TX 79404

Recipient 187 of 915

RECEIVED
MAY 22 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name GREG L. GARRISON

Signature: Greg L Garrison

Address: 116 E 42ND STREET LUBBOCK, TX 79404

Address of Property Owned: MARSHA SHARP FRWY + W LOOP 289

Phone Number: 806 789 5523

Email: GREG@PANTEXTIMWOOD.COM

Zone Case Number: **3544** R32586

LA MANCHA INVESTMENTS LTD
116 E 42ND ST

LUBBOCK TX 79404

Recipient 477 of 915

RECEIVED
MAY 22 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name GREG L. HARRISON

Signature: Greg L Harrison

Address: 116 E 42ND STREET LUBBOCK, TX 79404

Address of Property Owned: 5902 SPUR 327 LUBBOCK, TX 79424

Phone Number: 806 789-5523

Email: GREG@PLATEXPLYWOOD.COM

Zone Case Number: **3544** R156099

LA MANCHA INVESTMENTS LTD
116 E 42ND ST

LUBBOCK TX 79404

Recipient 185 of 915

RECEIVED
MAY 22 2026
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor

Opposed ✓

Reasons and/or Comments:

Print Name William Scott

Signature: William Scott

Address: 7516 West 66th St

Address of Property Owned: _____

Phone Number: 806. 729 1789

Email: billscott-texas@yahoo.com

Zone Case Number: **3544** R311552

SCOTT, WILLIAM L
7516 CR 7000

LUBBOCK TX 79407

RECEIVED
MAY 26 2026
BY: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Downzoning the center would reduce the permitted uses and limit future potential tenants.

Print Name GURDEV S. GILL

Signature: [signature]

Address: 10107 Quaker Ave

Address of Property Owned: 4525 milwaukee

Phone Number: 806-783-8424

Email: gholdings11c97proton.me@proton.me

Zone Case Number: **3544** R327637 Recipient 889 of 915

ESPLANADE AT CITY VIEW LP
10107 QUAKER AVE
STE 100
LUBBOCK TX 79424-7380

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

This tract of land is currently under contract for purchase and the agreement was made based on the assumption of the current zoning. Downzoning the site could affect its future use.

Print Name GURDEV S. GILL

Signature: G.Gill

Address: 10107 Quaker Ave

Address of Property Owned: 4517 milwaukee

Phone Number: 806-783-8424

Email: gholdings llc 97 proton.me@proton.me

Zone Case Number: **3544** R336216 Recipient 842 of 915

GSINGH II LLC
10107 QUAKER AVE
STE 100
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

See Attachment "A"

Print Name Kerry King

Signature: 

Address: 11008 Gardner Ave, Lubbock TX

Address of Property Owned: 7204 Upland Ave, REAR, Lubbock TX 79407

Phone Number: 806-548-1502

Email: rhonda@kingnurserytx.com

Zone Case Number: **3544** R330775 Recipient 395 of 915
KING KERRY
11008 GARDNER AVE

LUBBOCK TX 79424-3840

ATTACHMENT "A"

In protest of BLK AK SEC 31 AB 243 TR 8A ACS (7204 UPLAND AVE, REAR, LUBBOCK, TX 79407): 3 from 1-d-1 (Open Space) Agricultural Use to HC (Heavy Commercial District).

I own and operate King Nursery/King Wholesale Nursery ("King Nursery") located at 7204 Upland Ave. This property is adjacent to and connected with the operations of King Nursery and is used in accordance with its arboriculture/floriculture/horticulture/timber operations. Under the provisions of Texas Agriculture Code Chapter 71 of the Texas Department of Agriculture, King Nursery holds a Nursery/Floral Certificate of Registration (Cert. No. 0715612). Additionally, as the owner of this property, I also hold a Texas Agricultural/Timber Registration (Registration No. 32038137611) with the Office of the Comptroller of Texas.

After proper applications were made, in January, 2023, this property was determined by the Chief Appraiser of the Lubbock Central Appraisal District that it met all requirements for open space valuation as set out in Texas Property Tax Code Section 23.51(1) and a Notice of Change of Use Determination was issued for this purpose. The property remains in its same intended purpose and use today.

I am unsure as to the reasoning behind this requested change as it goes against the January, 2023 determination as stated above. Whatever the purpose, this change will negatively impact and cause significant irreparable harm to me as well as King Nursery. I respectfully request this property not be rezoned and remain under its current zoning state.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

This property is simply unusable. It is inaccessible and does not fit the definition of heavy commercial. It is floodplain and floods heavily during rains. I was assured by many City representatives during the construction and widening of Upland Ave, this would "repair" the heavy flooding to this area and improve the water flow. However, during recent rains, it has proven to have had very little effect.
I respectfully request this property not be rezoned and remain under its current zoning state.

Print Name Kerry King

Signature: 

Address: 11008 Gardner Ave, Lubbock TX 79424

Address of Property Owned: 7202 Upland Ave, Lubbock TX 79407

Phone Number: 806-548-1502

Email: rhonda@kingnurserytx.com

Zone Case Number: **3544** R344424 Recipient 833 of 915
KING, KERRY
11008 GARDNER AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I respectfully request this property not be rezoned and remain under its current zoning state.

Print Name Kerry King

Signature: 

Address: 11008 Gardner Ave, Lubbock TX 79424

Address of Property Owned: 7333 Marsha Sharp Fwy, Lubbock TX 79407

Phone Number: 806-548-1502

Email: rhonda@kingnurserytx.com

Zone Case Number: **3544** R344425 Recipient 912 of 915
KING, KERRY
11008 GARDNER AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I respectfully request this property not be rezoned and remain under its current zoning state.

Print Name Kerry King

Signature: [signature]

Address: 11008 Gardner Ave, Lubbock TX 79424

Address of Property Owned: 7204 Upland Ave, Lubbock TX 79424

Phone Number: 806-548-1502

Email: rhonda@kingnurserytx.com

Zone Case Number: **3544** R130861 Recipient 40 of 915

KING KERRY
11008 GARDNER AVE

LUBBOCK TX 79424-3840

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I respectfully request this property not be rezoned and remain under its current zoning state.

Print Name Kerry King

Signature: [signature]

Address: 11008 Gardner Ave, Lubbock TX

Address of Property Owned: 7333 Marsha Sharp Fwy, Lubbock TX 79407

Phone Number: 806-548-1502

Email: rhonda@kingnurserytx.com

Zone Case Number: **3544** R131145 Recipient 470 of 915

KING KERRY
11008 GARDNER AVE

LUBBOCK TX 79424-3840

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ___

Opposed X

Reasons and/or Comments:

Do not want commercial - it will add a bunch of traffic on an already small street. It will degrade our neighborhood and cause the price of property to go down. It will cause all properties value to decrease.

Print Name Alistie Aguilar

Signature: AAguilar

Address: P.O. Box 434, Wolfforth, TX 79382

Address of Property Owned: 6603 Quitman Ave, Lubbock TX 79424

Phone Number: 806-559-2537

Email: alistietessa2@gmail.com

Zone Case Number: **3544** R35481 Recipient 204 of 915

AGUILAR, ALISTIE TESSA
PO BOX 434

WOLFFORTH TX 79382

FAIR TO MIDLAND

June 3, 2026

Submitted via email: *ksager@mylubbock.us*

City of Lubbock
Citizens Tower
1314 Avenue K
Lubbock, Texas 79401

Attn: Mr. James Bell – Chairman, Planning & Zoning Commission
Attn: Kristen Sager, Director of Planning

RE: Zone Case 3544 – Notice of Opposition to City-Initiated Rezoning of Property

Address:	**6050 50th Street**
Property:	**2.97 acres out of Block AK, Section 37**
Owner:	**Patricia Arledge – Deed Date 06/07/2011 (Inst. # 2011-18367)**
Status:	**Under Contract for Sale – Closing on or before July 6, 2026**
Buyer / Developer:	**Lubbock Guys, LLC**
Project:	**Fair to Midland Lubbock – Tract A**
Plat Status:	**Final Plat Submitted – Under Review**

Dear Members of the Planning and Zoning Commission:

This letter is submitted on behalf of the Property's Owner (the "Owner") and Lubbock Guys, LLC (the "Developer") to formally and strongly object to the City's self-initiated rezoning of the Property located at 6050 50th St. The Property is currently under contract for sale to the Developer for redevelopment into "Fair to Midland," an experience-driven restaurant, bar, and destination (the "Project"). This will serve as the second location for the highly successful "Fair to Midland" brand, which has established itself as a popular attraction for both local residents and visitors in Midland, Texas.

1. The Developer's and Owner's Planning Efforts and Investments Rely on the Current Zoning Classification

The Property is currently zoned as Light Industrial (LI), where restaurant, bar, and commercial outdoor uses are permitted as a matter of right under the Unified Development Code (UDC, Table 39.02.006.f-1). The flexibility afforded by the existing LI zoning classification played a material

role in both the Owner's decision to market the Property and the Developer's decision to acquire it for the Project.

The Developer has already undertaken meaningful steps to advance the Project based on the existing zoning classification. Specifically:

- The Developer selected the Property because the current LI zoning accommodates the proposed use as a restaurant, bar, and outdoor destination.
- Since entering into a contract for purchase on August 1, 2025, the Developer has worked diligently to meet the City pre-development requirements, conducting a pre-development meeting with the Planning Department, submitted a plat application for the Property, and resubmitted a final plat on or about May 21, 2026 in response to the City's feedback issued on March 17, 2026.

Any attempt to rezone the Property at this stage is disruptive to both the Owner's ability to sell the Property and the Developer's ability to carry out the Project, undermining their reasonable, investment-backed expectations and confidence in the City's regulatory process.

2. The Downzoning Would Render the Project Impractical or Unfeasible

The proposed rezoning of the Property to Auto-Urban Commercial introduces significant development constraints that threaten the feasibility of the Project. Specifically:

- Under the Auto-Urban Commercial zoning designation, a bar use on the site would require case-by-case City approval. This imposes a level of uncertainty that deters investment and conflicts with the Project's intended use as an integrated restaurant and bar destination.
- The increased setback requirements – from 100 feet to 300 feet – would restrict the Developer's ability to effectively utilize the Property and create the planned experience-driven destination.

These constraints represent a material "downzoning" of the Property, reducing its suitability for the Project and impairing both parties' ability to derive the intended value from its development.

3. The Timing of the Rezoning Unfairly Prejudices the Owner and Developer

The City's proposed rezoning effort is not driven by any change in the surrounding area or the public's interest but is instead self-initiated by the City to reclassify certain properties to confirm to the City of Lubbock's comprehensive plan. While this might be appropriate for some properties not under redevelopment, the timing of the rezoning, during active entitlement and pre-development efforts for this particular Property and Project, undermines longstanding principles of fairness and regulatory certainty that both the Owner and Developer were entitled to rely upon.

Should the rezoning proceed, it will constitute a disregard for the significant time, expense, and good faith investment already undertaken by the Developer to advance the Property toward

FAIR TO MIDLAND

development in reliance on the City's existing zoning code. Additionally, it would retroactively devalue the Owner's Property, which was marketed and contracted for sale based on its current zoning.

4. Request for Relief

For the foregoing reasons, the Owner and Developer respectfully request that the Planning & Zoning Commission recommend that 6050 50th St. be **excluded** from the list of properties proposed for rezoning in District 5. This exclusion will ensure that the Project can proceed as planned and allow the City to support local business growth and economic development.

Thank you for your consideration, and we ask for your leadership in maintaining regulatory consistency and fairness in this matter.

Respectfully,

Patricia Arledge, Owner

Lubbock Guys, LLC

By: Campbell Foster

Its: Manager

CC: Chris Nichols, Attorney
Brady & Hamilton, LLC
Via email

Enclosure: Fair to Midland – Midland Location (example)
Next Page

AI# 14363
Regular City Council Meeting **5. 26.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 5): Consider Ordinance No. 2026-O0080, for Zone Case 3544, Part 3, a request for zone changes in City Council District 5, from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 7009 Marsha Sharp Freeway, 7.02 acres of unplatted land out of Block AK, Section 30.

Item Summary

On June 23, 2026, 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 recommends approval of the request. The Planning and Zoning Commission heard this case on June 4, 2026, and recommended denial of the request by a vote of 0-7-1.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 3544 - Part 3
Staff Report 3544 - Part 3
Documentation 3544 - Part 3

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 3544 – PART 3 (*7009 MARSHA SHARP FREEWAY*); A ZONE CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) TO AUTO-URBAN COMMERCIAL DISTRICT (AC), AT: 7009 MARSHA SHARP FREEWAY, 7.02 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, since being adopted, staff within the City Planning Department has determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan and allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock; and

WHEREAS, an analysis of the City of Lubbock's was completed in October 2025 that identified properties throughout the City of Lubbock where the current zoning did not align with the existing land use, adjacent development, or Future Land Use Plan; and

WHEREAS, based on this analysis, the City Planning Department developed recommendations for rezoning certain properties into alignment with existing land use, adjacent development, and the Future Land Use Plan, to present to the Lubbock Planning and Zoning Commission and the City Council; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council denial of the proposed changes in zoning classification; and

WHEREAS, 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 Loc. Gov't Code §211.007, 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 3544 – PART 3
(7009 Marsha Sharp Freeway)

SECTION 1. 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 Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at: 7009 Marsha Sharp Freeway, 7.02 acres of unplatted land out of Block AK, Section 30, City of Lubbock, Lubbock County, Texas; with such changes being detailed in the zoning map(s) attached hereto as *Exhibit A.*

SECTION 2. A 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. 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. 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:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC3544-Pt3 7009 Marsha Sharp Fwy
June 23, 2026

Planning Department
City of Lubbock

Staff Report	Zone Case 3544
City Council	June 23, 2026

Applicant City of Lubbock

Council District 5

Notification Summary
- Notifications Sent: 915
- Received In Favor: 10
- Received In Opposition: 14

Prior Board Action
- June 4, 2026, Zone Case 3544, The Planning and Zoning Commission recommended denial of a zone change from SF-2 to HC by a vote of 0-7-1.

Zoning Request and Analysis

Item Summary

Plan Lubbock 2040, the City's Comprehensive Plan, was adopted by the City Council in December 2018. Included in this Plan, is the Future Land Use Map and Future Land Use Plan, which utilized existing conditions, fiscal impact modeling, and community visioning, to provide guidance for Lubbock's future land development. Since then, it has been determined that the current zoning of certain properties, when compared to existing development, are inconsistent with the Future Land Use Map and Future Land Use Plan. Allowing these to continue in their current manner could allow for development patterns that would be inconsistent with the Future Land Use Map, goals of the Future Land Use Plan, and the Comprehensive Plan for the City of Lubbock.

Therefore, the Planning Department contracted with SAFEbuilt, LLC in September 2024 to conduct a Zoning Map Analysis, which was completed in October 2025. The Analysis examined and identified properties throughout the City of Lubbock where the current zoning did not align with the existing land use, adjacent development, or Future Land Use Plan, and made recommendations for rezoning to bring these properties into alignment.

This is the sixth case of a total of six separate zone cases with the recommended zone changes, grouping properties by City Council District. This month is District 5.

Current zoning: **Low Density Single-Family District (SF-2)**

Recommended zoning: **Heavy Commercial District (HC)**

Attachments
A. Aerial Maps
B. Current Zoning Maps
C. Recommended Zoning Maps
D. Future Land Use Maps
E. Response Maps
F. Response Letters

Staff Contacts
Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

District 5

3.4 **Zone Case 3544**: A request for zone changes in **City Council District 5** from Low Density Single-Family District (SF-2), Heavy Commercial District (HC), Industrial Park District (IP), Light Industrial District (LI), and General Industrial District (GI) to Low Density Single-Family District (SF-2), Auto-Urban Commercial District (AC), Heavy Commercial District (HC), Industrial Park District (IP), at:

- **5701 130th Street**, Tract A, Huffines Business Park Addition, **5701 130th Street Rear**, 2.2 acres of unplatted land out of Block AK, Section 8, **5514, 5517, 5608, and 5619 132nd Street**, Tracts H, K, P, and Q, Huffines Business Park Addition, **13306 and 13312 Chicago Avenue**, Tracts U and V, Huffines Business Park Addition, **5215 and 5217 98th Street**, 1.21 acres out of Tracts 6-A and 7-A, Southwest Lubbock Health Center Addition, **6601-6622 Xenia Avenue**, 7501-7513 68th Street, and 6601-6622 Winfield Avenue, Tracts A-T, Camp HM Business Park Addition, **7018 82nd Street**, 1 acre of unplatted land out of Block AK, Section 30, **7006 82nd Street**, 7.06 acres of unplatted land out of Block AK, Section 30, **7302 82nd Street**, Tract A, Rancho Verde Estates Addition, **7304, 7314, and 7318 82nd Street**, Lots 3-A, 4-A, 5-A, and 6-A, A&O Addition, **8101 and 8102 Viola Avenue**, Lots 113-A and 116-A, Rancho Verde Estates Addition, **7412 and 7414 82nd Street**, Lot 114-A, Rancho Verde Estates Addition, **7415, 7417, 7419, and 7421 81st Street, 7416, 7418, and 7422 82nd Street, and 8107 Wausau Avenue**, Tract B, Rancho Verde Estates Addition, **6508 Marsha Sharp Freeway**, 0.94 acres of unplatted land out of Block AK, Section 35, **6602 Marsha Sharp Freeway**, Tract A, Water Rampage Addition, **6102 Norwich Avenue**, 0.3 acres of unplatted land out of Block AK, Section 35, **6901 Marsha Sharp Freeway**, 12.61 acres of unplatted land out of Block AK, Section 35, **6909 Marsha Sharp Freeway**, 2.5 acres of land out of Tract A, Killeen Addition, **6628 66th Street**, 3.21 acres of unplatted land out of Block AK, Section 35, **7005 Marsha Sharp Freeway**, 3.33 acres of unplatted land out of Block AK, Section 35, **7009 Marsha Sharp Freeway**, 7.02 acres of unplatted land out of Block AK, Section 30, **7101, 7103, 7105, and 7107 Santa Fe Drive**, Lots 62-65, Pine Grove Estates Addition, **7111 and 7113 Santa Fe Drive**, Tracts B-1 and B-2, Pine Grove Estates Addition, **7102, 7104, 7106, and 7110 Santa Fe Drive**, Lots 67-70, Pine Grove Estates Addition, **6409 Upland Avenue**, the south 101.5 feet of the north 166.5 feet of the west 150 feet of Tract A, Pine Grove Estates Addition, **7311 Marsha Sharp Freeway**, Tract B, Upland Point Addition, **7313 and 7315 Marsha Sharp Freeway**, 2.67 acres of unplatted land out of Block AK, Section 31, **7002 Upland Avenue**, 0.44 acres of unplatted land out of Block AK, Section 31, **7004 Upland Avenue**, 0.34 acres of unplatted land out of Block AK, Section 31, **7008 Upland Avenue**, 0.55 acres of unplatted land out of Block AK, Section 31, **7012 Upland Avenue**, 0.68 acres of unplatted land out of Block AK, Section 31, **7202 Upland Avenue**, 1.35 acres of unplatted land out of Block AK, Section 31, **7204 Upland Avenue**, 1.94 acres of unplatted land out of Block AK, Section 31, **7302 Upland Avenue**, 2.97 acres of unplatted land out of Block

AK, Section 31, **7304 Upland Avenue**, 2.28 acres of unplatted land out of Block AK, Section 31, **7306 Upland Avenue**, 0.88 acres of unplatted land out of Block AK, Section 31, **7308 Upland Avenue**, 0.39 acres of unplatted land out of Block AK, Section 31, **7310 Upland Avenue**, 0.28 acres of unplatted land out of Block AK, Section 31, **7312 Upland Avenue**, 0.41 acres of unplatted land out of Block AK, Section 31, **7314 Upland Avenue**, 0.22 acres of unplatted land out of Block AK, Section 31, **7316 Upland Avenue**, 1.27 acres of unplatted land out of Block AK, Section 31, **7411 Marsha Sharp Freeway**, 0.28 acres of unplatted land out of Block AK, Section 31, **7413 Marsha Sharp Freeway**, 0.20 acres of unplatted land out of Block AK, Section 31, **7415 Marsha Sharp Freeway**, 0.133 acres of unplatted land out of Block AK, Section 31, **7417 Marsha Sharp Freeway**, 0.27 acres of unplatted land out of Block AK, Section 31, **7419 Marsha Sharp Freeway**, 0.20 acres of unplatted land out of Block AK, Section 31, **7421 Marsha Sharp Freeway**, 0.49 acres of unplatted land out of Block AK, Section 31, **7423 Marsha Sharp Freeway**, 0.17 acres of unplatted land out of Block AK, Section 31, **7433 Marsha Sharp Freeway**, 0.53 acres of unplatted land out of Block AK, Section 31, **4402 Upland Avenue**, 1 acre of unplatted land out of Block AK, Section 38, **6068 50th Street**, 8.27 acres of unplatted land out of Block AK, Section 37, **4524 Milwaukee Avenue**, 14.58 acres of unplatted land out of Block AK, Section 38, **4540 Milwaukee Avenue**, Lot 7, Canyon West Addition, **5002 Milwaukee Avenue**, Tract A, Braums Addition, **5008 Milwaukee Avenue**, 1.55 acres of unplatted land out of Block AK, Section 35, **5010 Milwaukee Avenue**, Tract E, Canyon West II Addition, **5012 Milwaukee Avenue**, Tract A, Gill Holdings Addition, **5014 Milwaukee Avenue**, Tract A, Starbucks Addition, **5016, 5018, and 5020 Milwaukee Avenue**, Tracts B, C, and D, Canyon West II Addition, **5024 Milwaukee Avenue**, Tract A, Toot N Totum No 3 Addition, **4501, 4505, and 4511, Milwaukee Avenue**, Tracts A-1-A, A-2, and A-3, City View Campus Addition, **6401 46th Street**, Tract A-4, City View Campus Addition, **4517 Milwaukee Avenue**, 1.06 acres of unplatted land out of Block AK, Section 37, **4525 Milwaukee Avenue**, Tract A, Esplanade Addition, **4545 Milwaukee Avenue**, Tract B, Esplanade Addition, **6050 50th Street**, 2.97 acres of unplatted land out of Block AK, Section 37, **6060 50th Street**, 1.7 acres of unplatted land out of Block AK, Section 37, **6435 50th Street**, Lot 5-A, Canyon West Addition, **5005 Milwaukee Avenue**, Lot 5-B, Canyon West Addition, **5009, 5013, 5015, 5017, 5029, and 5031 Milwaukee Avenue**, Lots 1-A, 1-B, 1-C, 1-D-1, and 1-D-2 Canyon West Addition, **6026, 6028, 6030, 6038, 6048, 6052, 6054, and 6064 Marsha Sharp Freeway**, Lots 2, 3-C-1-A-1, 3-C-1-A-2, 3-C-1-A-3, 3-C-1-A-4, 3-C-1-B, 3-D-1, and 3-D-2, Canyon West Addition, **6055 50th Street**, Lot 3-B, Canyon West Addition, **6018 Marsha Sharp Freeway**, Lot 6, Canyon West Addition, **6016 Marsha Sharp Freeway**, Lot 1, Block A, Sam's Addition, **6016 Marsha Sharp Freeway 2**, Lot 2, Block A, Sam's Addition, **6014 Marsha Sharp Freeway**, 6.45 acres of land out of Block AK, Section 37, **6012 Marsha Sharp Freeway**, Tracts A and B, Twin Peaks Addition, **6010 Marsha Sharp Freeway**, Lot 6, WT Hub West Addition, **5810 Marsha Sharp Freeway**, 1.93 acres of land out of Block AK, Section 37, **6004 Marsha Sharp Freeway**, Tract A, Home 2 Lubbock Addition, **5909, 5915, and 5919 50th Street**, Tracts F-4, F-5, and F-6, Southwest Commercial Park Addition, **5815, 5821, 5821 Rear, 5823, 5827, 5833, 5839, 5847, 5901, and 5905 50th Street**, Lots 1-4, 5-A, 7-A, 9-A, 11, 12, 13, 14-A, and 16-A, Southwest Commercial Park Addition, **5811, 5831, 5835, 5843, 5845, and 5853 49th Street**, Tracts D-1, D-2, D-3, D-4, D-6, D-7, D-8, D-9, D-10, and D-11, Southwest Commercial Park Addition, **5810, 5816, 5820, 5822, 5828, 5830, 5848,**

and 5850 50th Street, Tracts E-2, E-2-A, E-3, E-4, E-4-A, E-5, E-6, E-7, E-8, E-8-A, E-8-B, and E-8-C, Southwest Commercial Park Addition, **5004, 5026, and 5028 Frankford Avenue**, Lots 2, 3-A, 4-A and 5, Frankford Business Park Addition, **5034 Frankford Avenue**, Tract A, Luskey Addition, **5052 Frankford Avenue**, Lot 6-A, Frankford Business Park Addition, **5602 Frankford Avenue**, 0.73 acres of unplatted land out of Block AK, Section 36, **5610 Frankford Avenue**, Lot 1, Frankford Business Park Addition, **5820 Spur 327**, 4.01 acres of unplatted land out of Block AK, Section 36, **5802 Spur 327**, Tracts A and B, Womble Addition, **5702 – 5902 Genoa Avenue**, Lots 1-12, Heron Development Addition, **5911 57th Street**, 6.88 acres of unplatted land out of Block AK, Section 36, **6000 Spur 327**, Tracts A and B, Bob Mills Furniture Company Addition, **5423, 5425, and 5435 Frankford Avenue**, Tracts 1-A, 1-B, and 1-C, C C Knott Addition, **5613 Frankford Avenue**, Tract A, Carizma Motors Addition, **5617, 5621, and 5701 Frankford Avenue**, Lots 8, 2-A, 2-B, 27, and 28, Westac Addition, **5310 Englewood Avenue**, Lot 25, Westac Addition, **5320 Englewood Avenue**, 1.39 acres of unplatted land out of Block E-2, Section 28, **5614 and 5618 Englewood Avenue**, Lots 26-A and 26-B, Westac Addition, **5610, 5702, and 5712 58th Street**, Lots 7, 10, 11-A, 17, and 23, Westac Addition, **5310, 5320, 5612, and 5620, West Loop 289**, Lots 16, 20, 22, and 24, Westac Addition, **5801, 5805, and 5807 Frankford Avenue**, Lots 1-A-1, 3-A, and 4-A-1, Westac Addition, **5702, 5706, 5708 and 5720 Spur 327**, Lots 2-A, 3, 4, and 6, Village Center Addition, **5710 and 5716 Spur 327**, Lots 6-A-1 and 6-A-2, Westac Addition, **5725 and 5727 58th Street**, Lots 9-A-1 and 13-A-1, Westac Addition, **5721 58th Street**, Lot 1-A, Village Center Addition, **5712 Spur 327**, Lots 6-A-3-A and 6-A-3-B, Westac Addition, **5609 58th Street**, Lot 14, Westac Addition, **5802 West Loop 289**, Lot 15, Westac Addition, **5806 West Loop 289**, 0.16 acres of unplatted land out of Block E-2, Section 28, **5810 West Loop 289**, Lot 21, Westac Addition, **5902 West Loop 289**, Lot 1-A, Cinema District Addition, and **5916 West Loop 289**, Lot 5, Village Center Addition.

DIRECTOR OF PLANNING KRISTEN SAGER gave a presentation and answered questions from the Commission. This is a City initiated zone case, based on the recommendations from the Zoning Map Analysis, which was completed in the Fall of 2025.

OPPOSED AMES HUTTON, 1602 13th Street, with Brady and Hamilton Law Firm, representing the developer, advised the property at 6050 50th Street has been under contract since August 2025 for a new development. If this property were to be rezoned, it would likely prevent the sale of the property to his client.

OPPOSED CAMPBELL FOSTER, 6050 50th Street, advised they have been working on this project for a long time.

OPPOSED SCOTT GLOYNA, 6606 Quitman, advised he represents two homes in the area of 66th Street and Marsha Sharp Freeway. He advised HC is not appropriate for the two parcels at 7005 and 7009 Marsha Sharp Freeway. He asked the Commission to consider the homes which use 66th Street for access and approve a more restrictive zoning in this area.

OPPOSED KATHRYN GUERRA, 7305 80th Street, advised she lives just west of Upland on 80th Street. She asked for clarification on the proposed zone changes at 82nd and Upland.

No one appeared to speak in favor of the request.

In the matter of **Zone Case 3544**, a motion was made by **JAMES BELL** and seconded by **ROBERT WOOD** to approve the request as presented, except for the properties at 4525 Milwaukee Avenue, 4517 Milwaukee Avenue, 5902 Spur 327, 7204 Upland Avenue, 7204 Upland Avenue (Rear), 7202 Upland Avenue, and 6050 50th Street.

In the matter of **Zone Case 3544**, a motion was made by **ROBERT WOOD** and seconded by **TERRI MORRIS** to amend the motion to remove the property at 7009 Marsha Sharp Freeway from consideration. The Commission voted 5 (in favor) to 2 (in opposition) with 1 (recusal) to approve the amendment.

CHAIR JAMES BELL and **TAREK REDWAN** cast the votes in opposition.

In the matter of **Zone Case 3544**, a motion was made by **JAMES BELL** and seconded by **ROBERT WOOD** to approve the request as presented, except for the properties at 4525 Milwaukee Avenue, 4517 Milwaukee Avenue, 5902 Spur 327, 7204 Upland Avenue, 7204 Upland Avenue (Rear), 7202 Upland Avenue, 6050 50th Street, and 7009 Marsha Sharp Freeway. The Commission voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion as amended.

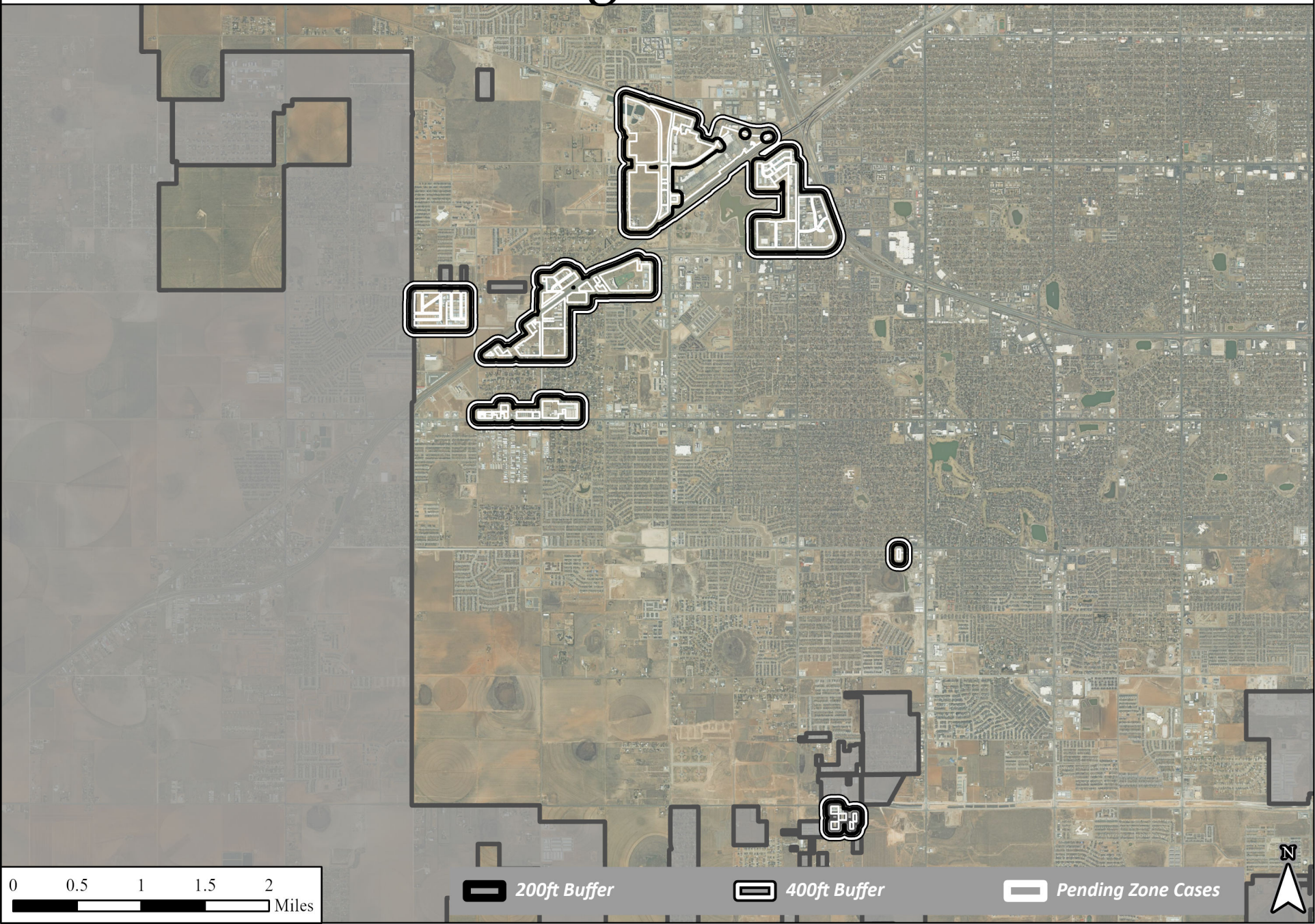
SCOTT GLOYNA recused from the case.

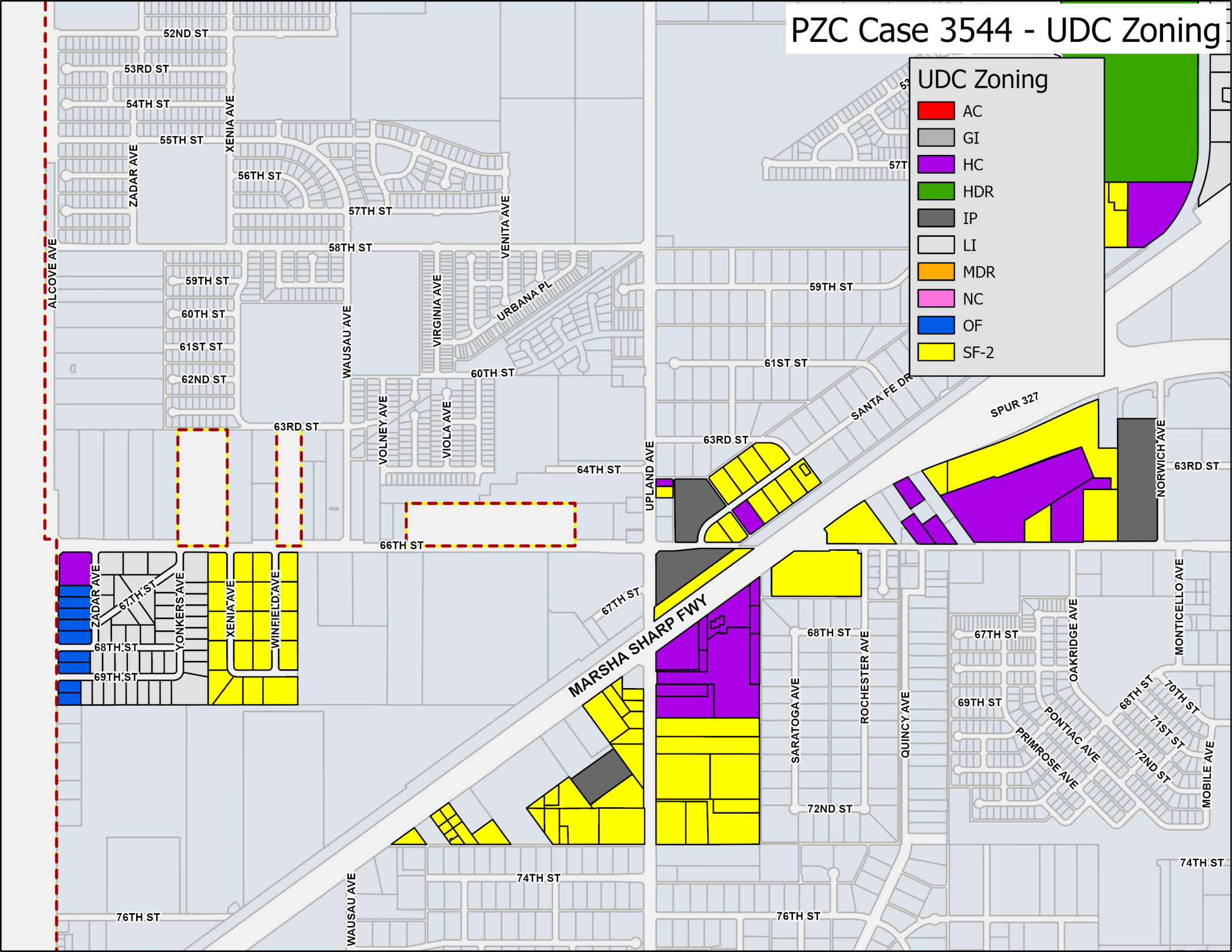
In the matter of **Zone Case 3544**, a motion was made by **JAMES BELL** and seconded by **ROBERT WOOD** to approve the request as presented for the properties at 4525 Milwaukee Avenue, 4517 Milwaukee Avenue, 5902 Spur 327, 7204 Upland Avenue, 7204 Upland Avenue (Rear), 7202 Upland Avenue, and 6050 50th Street. The Commission voted 0 (in favor) to 7 (in opposition) with 1 (recusal) to approve the motion. The case will be forwarded to City Council for consideration.

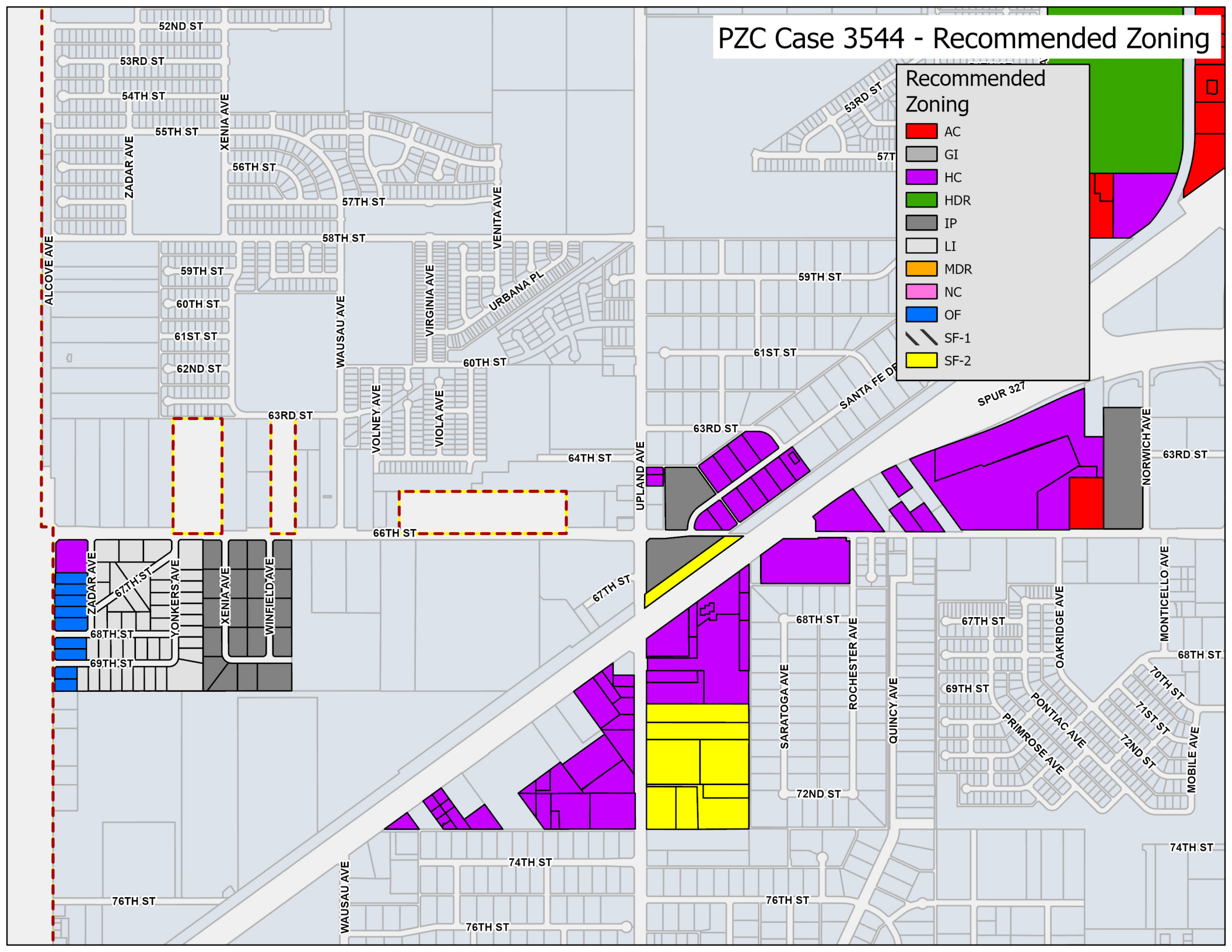
The request was DENIED.

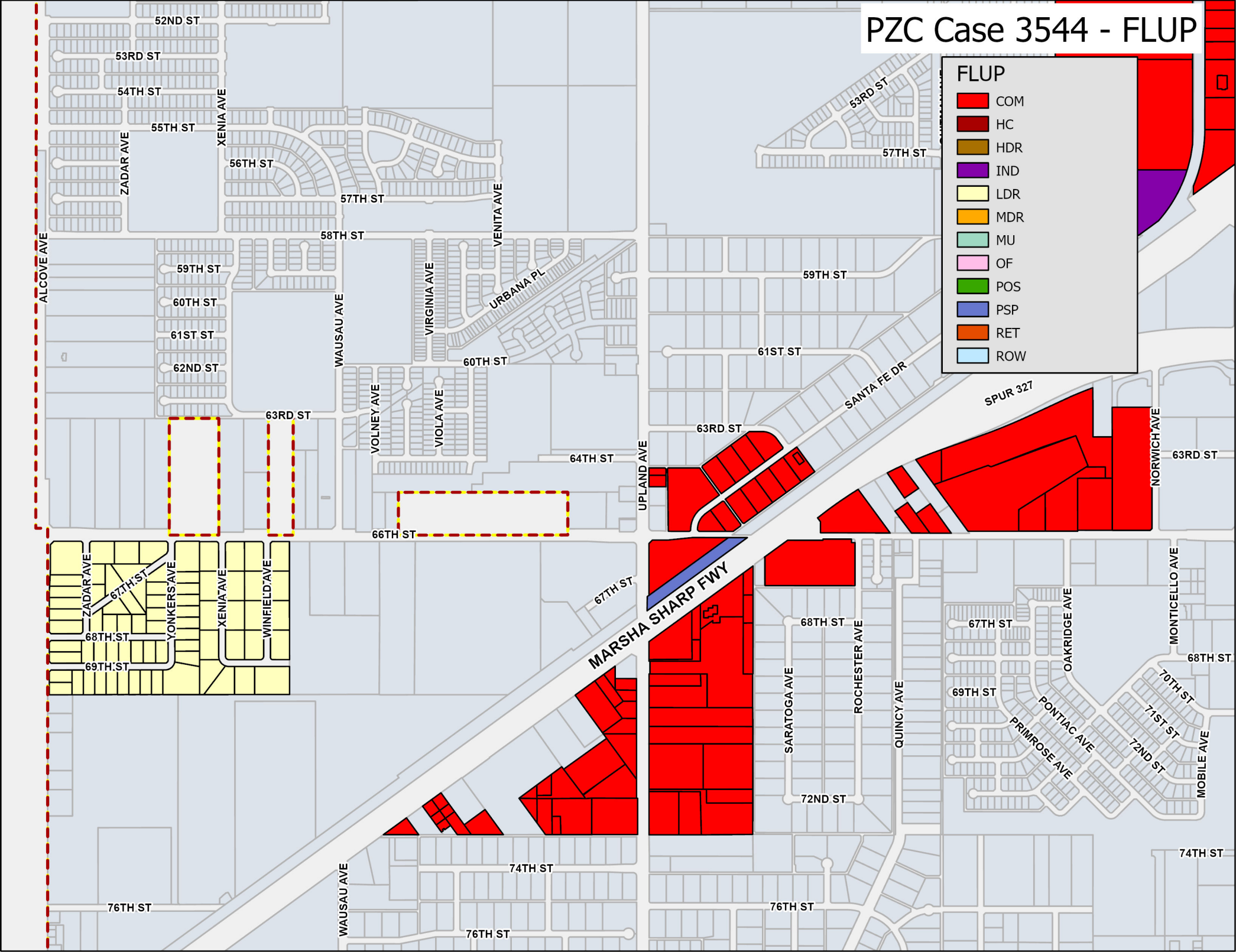
SCOTT GLOYNA recused from the case.

Zoning Case 3544




PZC Case 3544 - UDC Zoning
UDC Zoning
AC
GI
HC
HDR
IP
LI
MDR
NC
OF
SF-2
52ND ST
53RD ST
54TH ST
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74TH ST
76TH ST
ALCOVE AVE
ZADAR AVE
XENIA AVE
VENITA AVE
VIRGINIA AVE
URBANA PL
WAUSAU AVE
VOLNEY AVE
VIOLA AVE
UPLAND AVE
SANTA FE DR
SPUR 327
NORWICH AVE
YONKERS AVE
WINFIELD AVE
MARSHA SHARP FWY
SARATOGA AVE
ROCHESTER AVE
QUINCY AVE
OAKRIDGE AVE
MONTICELLO AVE
PONTIAC AVE
PRIMROSE AVE
MOBILE AVE
70TH ST
71ST ST


PZC Case 3544 - Recommended Zoning
Recommended Zoning
AC
GI
HC
HDR
IP
LI
MDR
NC
OF
SF-1
SF-2
52ND ST
53RD ST
54TH ST
55TH ST
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URBANA PL
WAUSAU AVE
VOLNEY AVE
VIOLA AVE
UPLAND AVE
SANTA FE DR
SPUR 327
NORWICH AVE
YONKERS AVE
WINFIELD AVE
SARATOGA AVE
ROCHESTER AVE
QUINCY AVE
OAKRIDGE AVE
MONTICELLO AVE
PONTIAC AVE
PRIMROSE AVE
MOBILE AVE


PZC Case 3544 - FLUP
FLUP
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ALCOVE AVE
VENITA AVE
WAUSAU AVE
VIRGINIA AVE
URBANA PL
VOLNEY AVE
VIOLA AVE
UPLAND AVE
SANTA FE DR
SPUR 327
NORWICH AVE
MARSHA SHARP FWY
YONKERS AVE
WINFIELD AVE
SARATOGA AVE
ROCHESTER AVE
QUINCY AVE
OAKRIDGE AVE
MONTICELLO AVE
PONTIAC AVE
PRIMROSE AVE
MOBILE AVE

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor X

Opposed ____

Reasons and/or Comments:
GOOD UPDATE, Thank You!

Print Name Alex Scarborough, President
Signature: Alex Scarborough
Address: 5104 34th, Lubbock, TX 79410
Address of Property Owned: 7009 MSF, Lubbock, TX 79424
Phone Number: 806 799 3677
Email: alexs@tomsfreeplace.com

Zone Case Number: **3544** R38608 Recipient 743 of 915
ZEPHYR TREE FARMS INC
5104 34TH ST

LUBBOCK TX 79410

Outlook

Zoning case 3455

From Scott Gloyna <scott@dbcr.com>
Date Mon 6/15/2026 1:01 PM
To Kristen Sager <ksager@mylubbock.us>
Cc Karen Edwards <KEdwards@mylubbock.us>

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

Kristen,

I spoke with Alex Scarborough regarding the HC Zoning I opposed at the last P&Z hearing. For his parcel that P&Z carved out, located on Marsha Sharp and 66th Street, I would support Auto Urban Commercial and anything more restrictive.

Should you have any questions or need clarification, please reach out via email. I am out of the office for the next couple weeks.

Thanks,

Scott Gloyna
Day Break Coffee Roasters

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ___

Opposed ✓

Reasons and/or Comments:

HEAVY COMMERCIAL WOULD ALLOW USES NOT APPROPRIATE TO BE ADJACENT RESIDENTIAL HOUSING. I WOULD NOT BE OPPOSED TO AC OR OF ZONING.

Print Name SCOTT GLOYNA

Signature: [signature]

Address: 4605 17TH ST, LUBBOCK, TX

Address of Property Owned: 6602, 6601, 6606, AND 6608 QUITMAN

Phone Number: 806-777-7577

Email: scott@dbcr.com

Zone Case Number: **3544** R35361 Recipient 201 of 915

QUITMAN HOME OWNERS ASSOCIATION INC
4605 17TH ST

LUBBOCK TX 79416

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3544***

In Favor ___

Opposed X

Reasons and/or Comments:

Do not want commercial - it will add a bunch of traffic on an already small street. It will degrade our neighborhood and cause the price of property to go down. It will cause all properties value to decrease.

Print Name Alistie Aguilar

Signature: AAguilar

Address: P.O. Box 434, Wolfforth, TX 79382

Address of Property Owned: 6603 Quitman Ave, Lubbock TX 79424

Phone Number: 806-559-2537

Email: alistietessa2@gmail.com

Zone Case Number: **3544** R35481 Recipient 204 of 915

AGUILAR, ALISTIE TESSA
PO BOX 434

WOLFFORTH TX 79382

AI# 14336
Regular City Council Meeting **5. 27.**
07/14/2026:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 6): Consider Ordinance No. 2026-O0081, for Zone Case 2538-QQ, a request of Lubbock Telcom, Inc., for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at 8110 19th Street, located north of 19th Street and west of Alcove Avenue, on 1.4 acres of unplatted land out of Block D-6, Section 2.

Item Summary

On June 23, 2026, 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 June 4, 2026, and recommended approval of the request by a unanimous vote of 8-0-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning
Planning and Zoning Commission

Attachments

Ordinance 2538-QQ
Staff Report 2538-QQ
Documentation 2538-QQ

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 2538-QQ; A ZONING CHANGE FROM LOW DENSITY SINGLE-FAMILY DISTRICT (SF-2) TO HEAVY COMMERCIAL DISTRICT (HC), AT: 8110 19TH STREET, LOCATED NORTH OF 19TH STREET AND WEST OF ALCOVE AVENUE, ON 1.4 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the 2040 Future Land Use Plan, adopted by the City Council in 2018, is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, Lubbock Telcom, Inc., filed the necessary paperwork to request a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at: 8110 19th Street, located north of 19th Street and west of Alcove Avenue, on 1.4 acres of unplatted land out of Block D-6, Section 2, City of Lubbock, Lubbock County, Texas; and

WHEREAS, the proposed changes in zoning as hereinafter were presented to the Planning and Zoning Commission and, after conducting the requisite public hearing and considering the evidence presented, voted to recommend to the City Council that they approve the proposed change in zoning classification; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, 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 Loc. Gov't Code §211.007, 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 interested persons were provided an opportunity to speak on the proposed change; and after said hearing, 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; **NOW THEREFORE:**

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

ZONE CASE NO. 2538-QQ

SECTION 1. 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 Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at: 8110 19th Street, located north of 19th Street and west of Alcove Avenue, on 1.4 acres of unplatted land out of Block D-6, Section 2, City of Lubbock, Lubbock County, Texas.

METES AND BOUNDS DESCRIPTION: See attached *Exhibit A.*

SECTION 2. A 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. 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. 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:

Heather Heinrich, Assistant City Attorney

ccdocs II/ORD.2026.ZC 2538-QQ 8110 19th St
June 23, 2026

MORTGAGE TITLE SURVEY

OF A 1.394 ACRE (60,733 SQ. FT.) TRACT OF LAND, BEING ALL OF A 1.4 ACRE TRACT OF LAND DESCRIBED IN COUNTY CLERK FILE NUMBER 2020019038, OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS AND BEING OUT OF SECTION 2, BLOCK D-6, LUBBOCK COUNTY, TEXAS

8110 19TH STREET, LUBBOCK, TEXAS

Metes and Bounds description of a 1.394 acre (60,733 Sq. Ft.) tract of land, being all of a 1.4 acre tract of land described in County Clerk File Number (CCFN) 2020019038, Official Public Records of Lubbock County, Texas, (OPRLCT), being out of Section 2, Block D-6, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a found 1/2" iron rod with yellow cap marked HRA, in the North line of State Highway 114 as described in Volume 495, Page 137, Deed Records of Lubbock County, Texas, (DRLCT), for the Southwest corner of a 2.0 acre tract of land described in CCFN 2022027617, OPRLCT, and for the Southeast corner of this tract, whence a found 1/2" iron rod for the Southeast corner of said 2.0 acre tract bears East, 260.26 feet, whence the Southeast corner of said Section 2 is called to bear East, 722.14 feet, and S00°06'00"E, 65.00 feet;

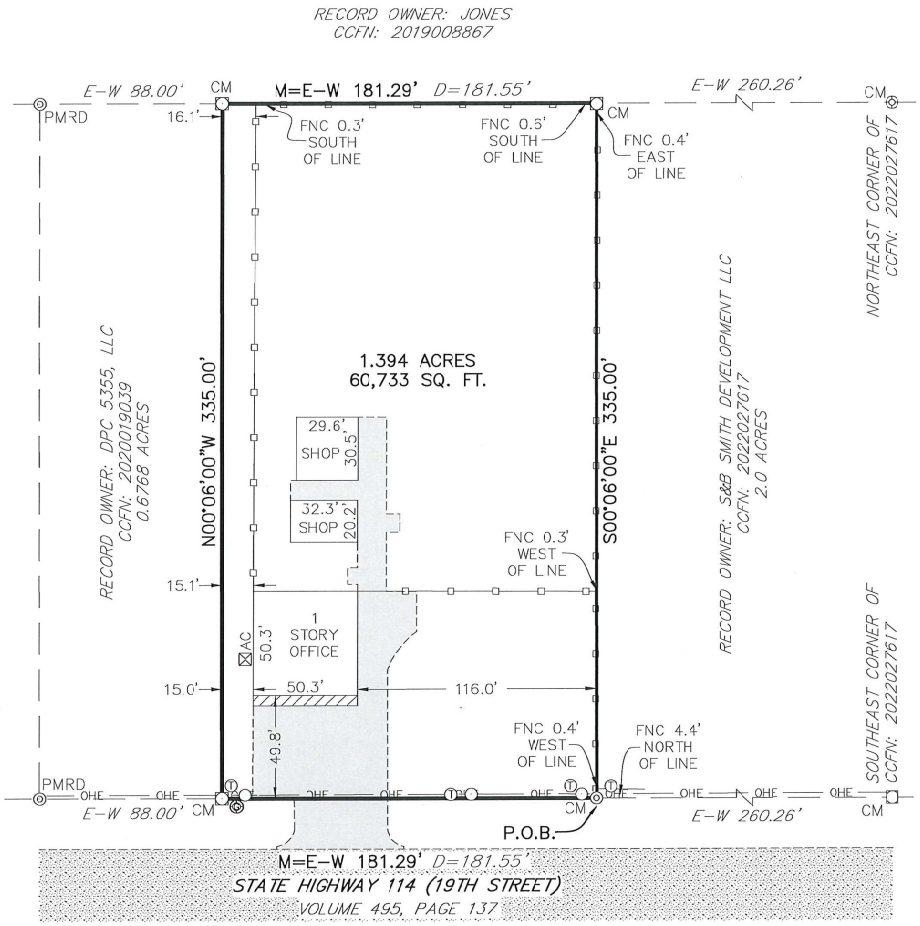
Thence West, leaving said 2.0 acre tract, and with the North line of said State Highway 114, a distance of 181.29 feet (Called 181.55 feet) to a found 1/2" iron rod for the Southeast corner of a 0.6768 acre tract of land described in CCFN 2020019039, OPRLCT, and for the Southwest corner of this tract, whence a found 1/2" iron rod with yellow cap marked HRA for the Southwest corner of said 0.6768 acre tract bears West, 88.00 feet;

Thence N00°06'00"W, leaving said State Highway 114, and with the East line of said 0.6768 acre tract, 335.00 feet to a found 1/2" iron rod in a common line of a tract of land described in CCFN 2019008867, OPRLCT, for the Northeast corner of said 0.6768 acre tract, and for the Northwest corner of this tract, whence a found 1/2" iron rod with yellow cap marked HRA for the Northwest corner of said 0.6768 acre tract bears West, 88.00 feet;

Thence East, leaving said 0.6768 acre tract, and with the common of said tract described in CCFN 2019008867, a distance of 181.29 feet (Called 181.55 feet) to a found 1/2" iron rod for the Northwest corner of said 2.0 acre tract, and for the Northeast corner of this tract, whence a found 1/2" iron rod with green cap for the Northeast corner of said 2.0 acre tract bears East, 260.26 feet;

Thence S00°06'00"E, leaving said tract described in CCFN 2019008867, and with the West line of said 2.0 acre tract, 335.00 feet to the Point of Beginning.

◎	FD. 1/2" IRON ROD WITH YELLOW CAP MARKED HRA		ASPHALT PAVING
⊛	FD. 1/2" IRON ROD WITH GREEN CAP		CONCRETE
☐	FD. 1/2" IRON ROD		BUILDING COVER
Ⓣ	INDICATES TELEPHONE PEDESTAL	P.O.B.	POINT OF BEGINNING
-○-	INDICATES POWER POLE	PMRD	PHYSICAL MONUMENT OF RECORD DIGNITY
Ⓖ	INDICATES GAS METER	CM	CONTROLLING MONUMENT
-□-	INDICATES FENCE	CCFN	COUNTY CLERK FILE NUMBER
OHE	INDICATES OVERHEAD POWER LINE	*D*	*DEED*
		M	MEASURED



General Notes:

1) This survey is based on the title commitment provided by First National Title Insurance Company having an effective date of December 1, 2025 and GF No. 251192.

2) Record documents other than those shown may affect this tract.

3) Only those copies which bear an original ink impression seal and signature will be considered a "valid" copy. Delta Land Surveying LLC will not be responsible for anything other than a valid copy of this survey.

4) Controlling Monuments are those that were held for the purpose of this survey or agree with this survey.

5) Physical monuments of record dignity are those that are expressly called for in the records and can be identified with a reasonable amount of certainty. They are also controlling monuments unless otherwise noted.

6) Monuments indicated as found on this survey are not "physical monuments of record dignity" unless otherwise noted.

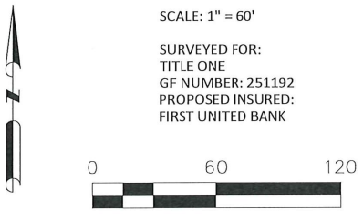
7) Found monuments are accepted by this surveyor as controlling evidence due to substantial agreement with record documents unless otherwise noted.

8) Heavy lines indicate plat limits.

Survey Specific Notes:

1) Bearings are based on the South line of subject tract, being previously recognized as E-W.

2) Distances are actual surface distances.



I, Robert Reese Sawyer, Registered Professional Land Surveyor, do hereby certify that this plat and description was prepared from an actual survey of the property and that the information hereon represents the findings of this survey to the best of my knowledge and belief.

Robert Reese Sawyer
Registered Professional Land Surveyor No. 7180
Survey Date: December 23, 2025
LJA Surveying Project No. 25664

STATE OF TEXAS
REGISTERED
ROBERT REESE SAWYER
7180
PROFESSIONAL
LAND SURVEYOR

DRAFTED BY: JN
REV. BY: RS

LJA SURVEYING, INC.
3911 98th Street
Lubbock, Texas 79423
TBPELS Firm No. 10194382
Phone 806.701.5707

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-QQ
City Council Meeting	**June 23, 2026**

Applicant Lubbock Telcom, Inc.

Property Owner Lubbock Telcom, Inc.

Council District 6

Prior Board or Council Action

- September 26, 1984, Ordinance No. 8660: The subject property was annexed into city limits and zoned Transition District (T).
- October 9, 1985, Zone Case 2538, Ordinance No. 8827: The subject property was rezoned from T to Single-Family District (R-1).
- May 9, 2023, Ordinance No. 2023-O0054 (effective October 1, 2023): The subject property was rezoned from R-1 to Low Density Single-Family District (SF-2) with the adoption of the Unified Development Code.
- June 4, 2026, Zone Case 2538-QQ: The Planning and Zoning Commission recommended approval of a request to rezone the subject property from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The subject property is unplatted, and is developed with a commercial structure built in 1983.

Adjacent Property Development

Properties to the east are zoned Heavy Commercial District (HC) and developed with commercial and industrial businesses. Property to the north, south, and west are zoned SF-2 and the immediately adjacent property is vacant with other commercial and industrial uses further west and southeast.

Zoning Request and Analysis

Item Summary

The subject property is located at 8110 19th Street, located north of 19th Street and west of Alcove Avenue, on 1.4 acres of unplatted land out of Block D-6, Section 2. The applicant is requesting a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC).

Current zoning: **Low Density Single-Family District (SF-2)**

Requested zoning: **Heavy Commercial District (HC)**

Purpose Statements
The purpose of the existing Low Density Single-Family District (SF-2) is to provide two types of residential subdivisions:

A. Conventional. Smaller to moderately-sized lots for dwellings on public utilities. Any open space is located on private lots.

B. Cluster. Clustering of smaller-sized lots for dwellings with in increased percentage of common open space compared to cluster developments in the SF-1 district to maintain the intended character of the district while providing for buffering between lower and higher density adjacent neighborhoods, as well as for recreational amenities and resources protection.

The purpose of the requested Heavy Commercial District (HC) is "…to provide for development of heavy vehicle repair, wholesale trade, and warehousing and freight movement uses that typically are characterized by outside storage of materials or merchandise."

Traffic Network/Infrastructure Impacts
The subject property is located along 19th Street which is designated as a Principal Arterial according to the Master Thoroughfare 2018. Arterials provide connectivity across the transportation network and are continuous routes whose function is to serve high volume needs to local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for low-density residential land uses. Although the requested zone change is not consistent with this designation, it would be appropriate considering the proximity to nearby commercial property, and the location along a Principal Arterial thoroughfare. Therefore, this request is in moderate conformance with the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is compatible with the zoning ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed zone change and the uses allowed in the Heavy Commercial District.

Conclusion
Staff has no objection to the request.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Response Letters

Staff Contacts

Shane Spencer, AICP
Senior Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Greg Hernandez
Planning and Zoning Manager
Planning Department
806-775-3147
ghernandez@mylubbock.us

Case Information: Zone Case 2538-QQ

Allowable Uses: Heavy Commercial District (HC)

Transportation: The proposed development has a point of access from 19th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street, Principal Arterial, Complete.	R.O.W. 136 feet, 5 lane, undivided, paved.	R.O.W 110 feet, 7 lane, undivided, paved

Engineering Comments: No Comments

Public Works Comments: No Comments

Building Safety Comments: No Comments

Fire Marshall Comments: No Comments

Draft Planning and Zoning Commission Minutes:

District 6

3.3 **Zone Case 2538-QQ:** Lubbock Telcom, Inc., request for a zone change from Low Density Single-Family District (SF-2) to Heavy Commercial District (HC), at:

- 8110 19th Street, located north of 19th Street and west of Alcove Avenue, on 1.4 acres of unplatted land out of Block D-6, Section 2.

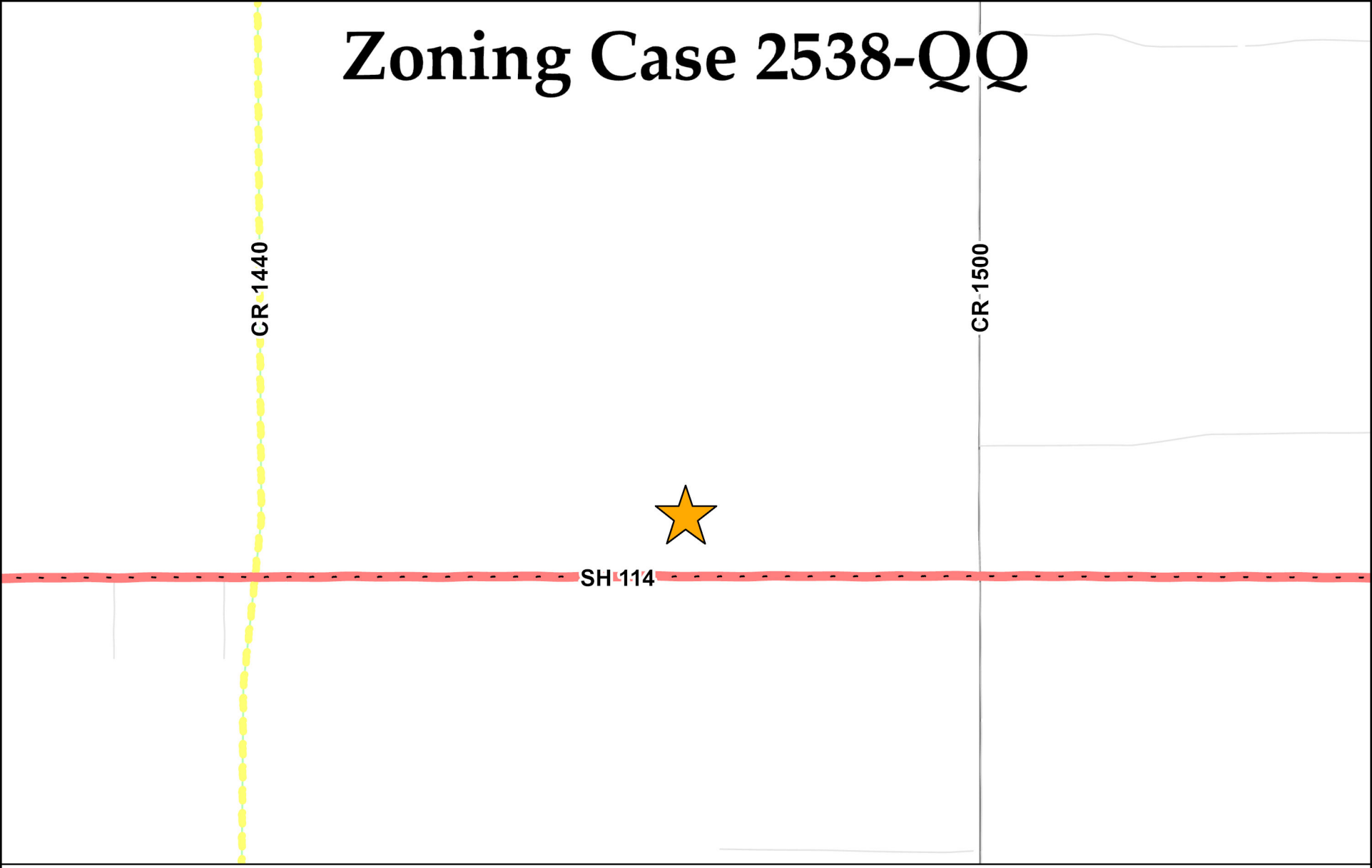
SENIOR PLANNER SHANE SPENCER gave a presentation and answered questions from the Commission. Staff has no objection to the request.

APPLICANT TERRY DUVALL, 8110 19th Street, with Lubbock Telecom, Inc., gave comments about the request and answered questions from the Commission.

No one appeared to speak in favor or in opposition to the request.

In the matter of **Zone Case 2538-QQ**, a motion was made by **SCOTT GLOYNA** and seconded by **DREW GRAY** to approve the request as presented. The Commission voted 8 (in favor) to 0 (in opposition) to approve the motion. The case will be forwarded to City Council for consideration.

Zoning Case 2538-QQ



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

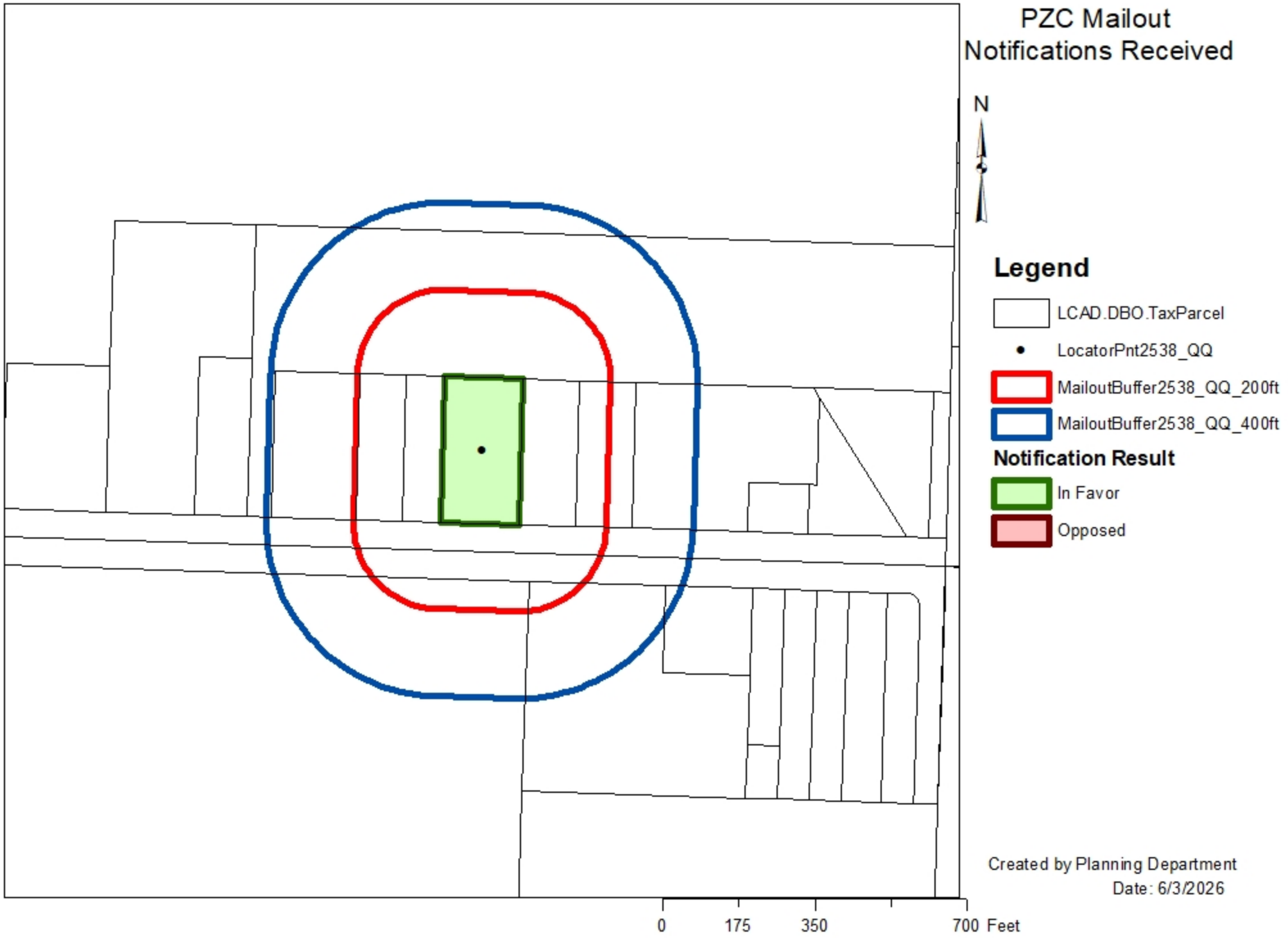
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

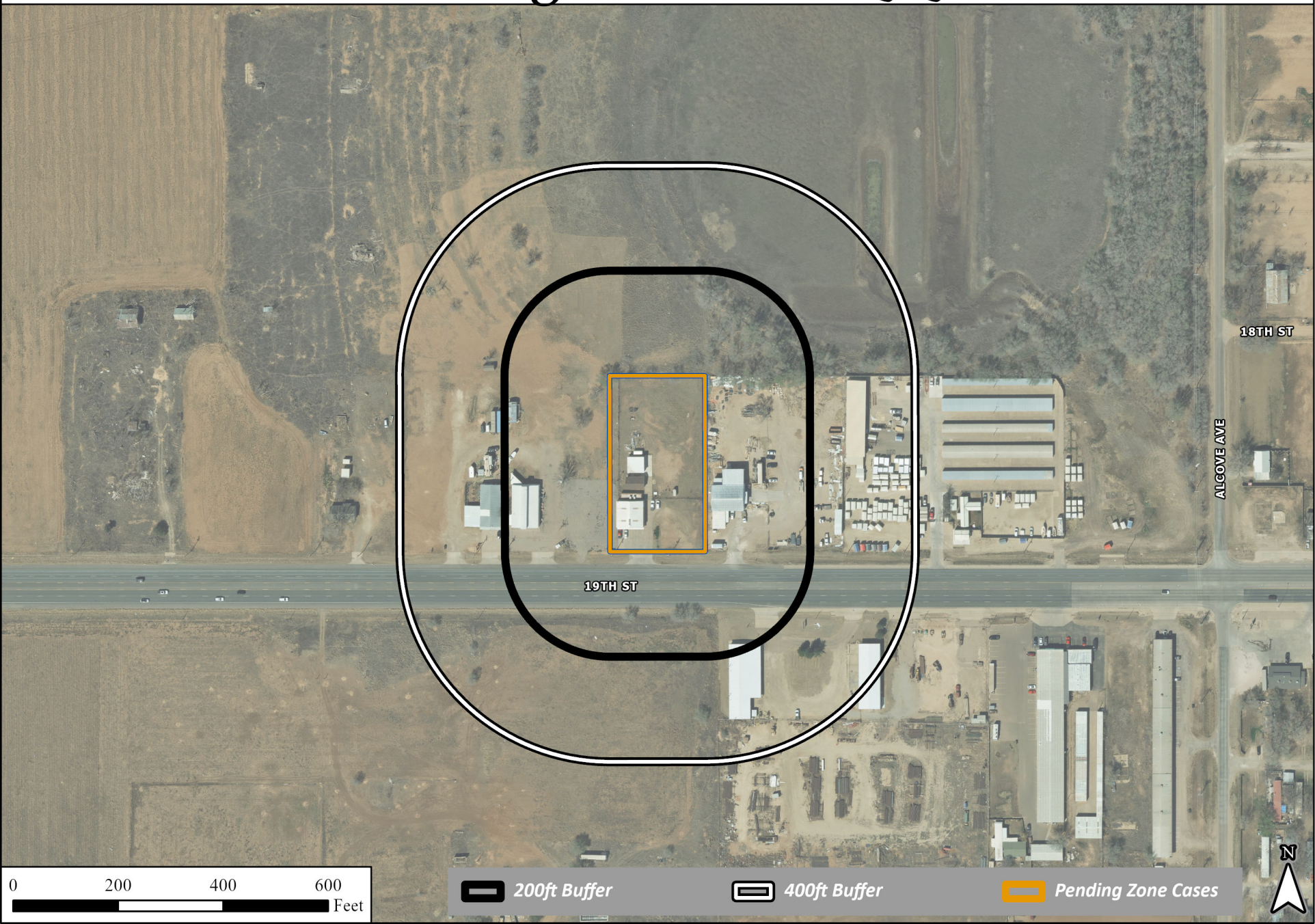
Freeway
- Completed
- Partial
- Proposed Outer Loop

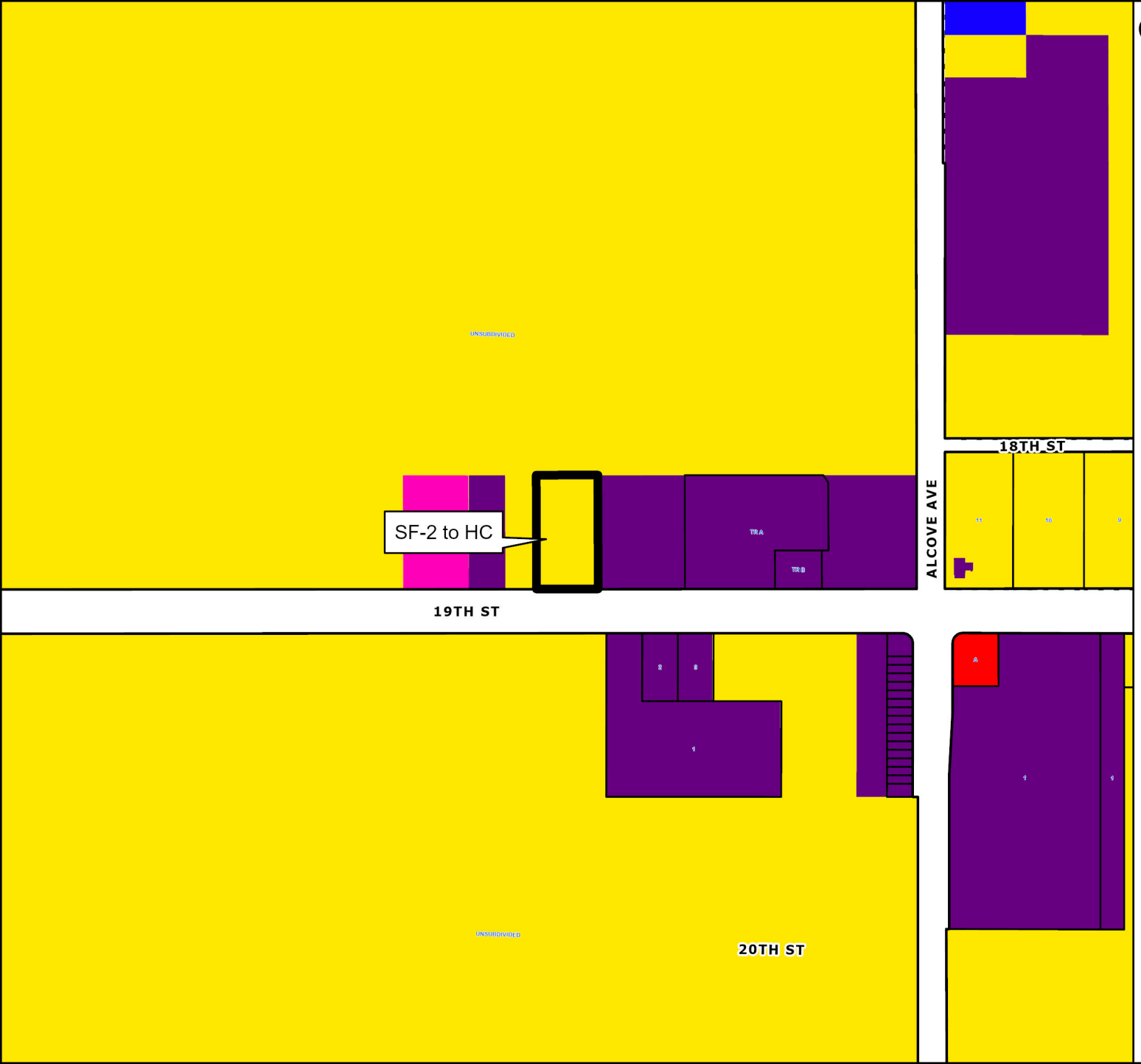
N
W E
S

Date Exported: May 2026


PZC Mailout
Notifications Received
N
Legend
LCAD.DBO.TaxParcel
LocatorPnt2538_QQ
MailoutBuffer2538_QQ_200ft
MailoutBuffer2538_QQ_400ft
Notification Result
In Favor
Opposed
Created by Planning Department
Date: 6/3/2026
0
175
350
700 Feet

Zoning Case 2538-QQ





Current Zoning
2538-QQ

Zoning Districts

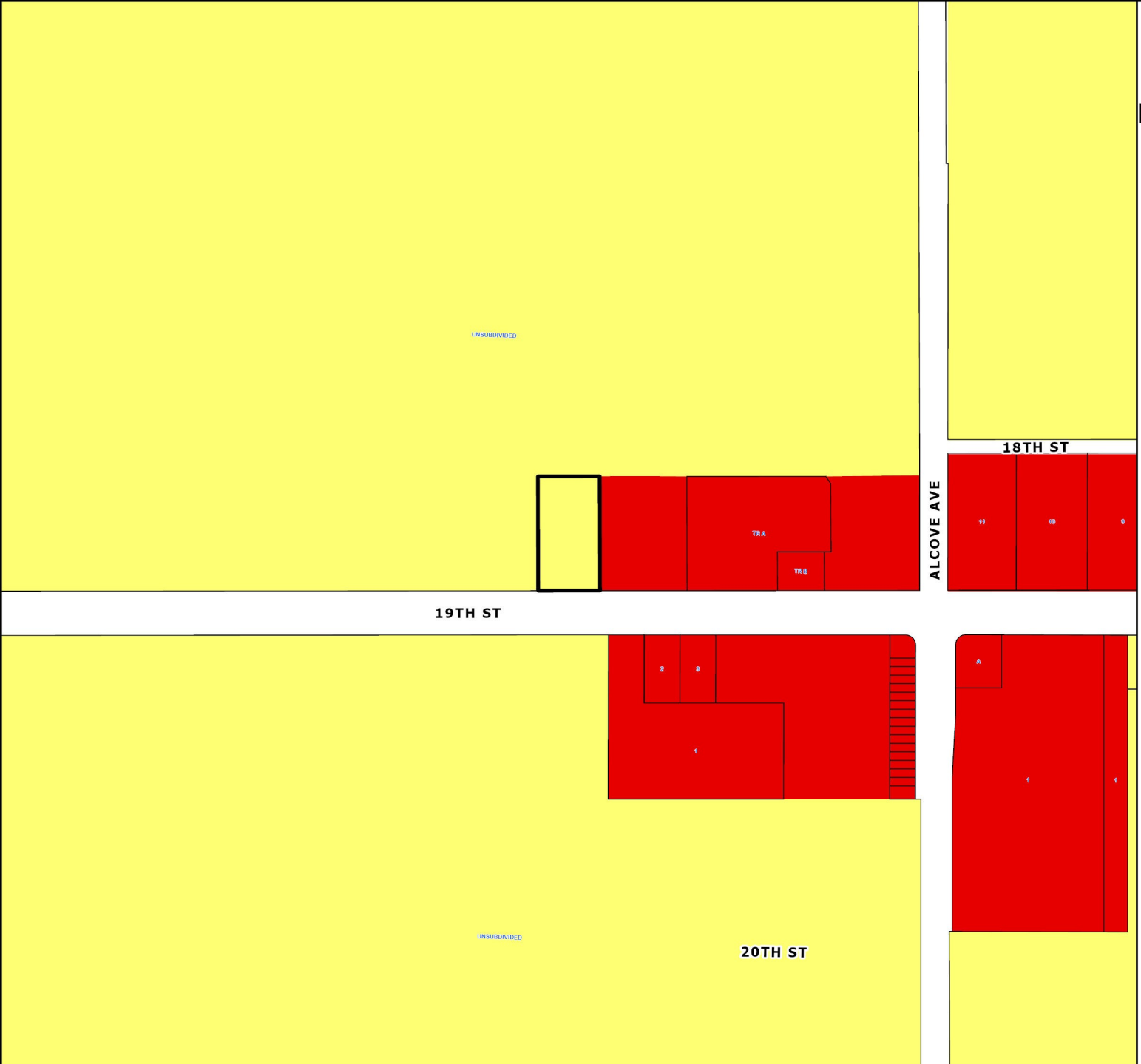
- Auto-Urban Commercial (AC)
- Heavy Commercial (HC)
- Neighborhood Commercial (NC)
- Office (OF)
- Low Density Single Family (SF-2)

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: May 2026



Future Land Use Plan
Case 2538-QQ

- Commercial
- Residential Low Density

N

0 200 400 600 Feet

City of Lubbock TEXAS

Date Exported: May 2026

2538-QQ



View north. Subject property.



View east.



View south.



View west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 8110 19th Street

Lots/Tracts: See Attached Survey

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 1.4

Existing Land Use: Commercial Existing Zoning: SF2

Requested Zoning: HC

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: Lubbock Telcom, Inc.

Owner: Terry Duvall

Address: 5219 86th City: Lubbock State: TX

ZIP Code: 79424 Telephone: 8064386320 Email: tduvall@telecolubbock.com

Property Owner's Signature: _____, President

Date: 4/16/2026 Printed Name: Terry Duvall

Preparer Information

Preparer's Signature: _____, President

Date: 4/16/2026 Printed Name: Terry Duvall

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

By signing this application, Applicant agrees and warrants that any and all materials submitted to the City in support or reference to this application are not protected by copyrights or, in cases of potential copyrighted materials, the Applicant is the sole owner of any copyrighted interest and grants to the City permission and license to reproduce, publish, distribute and utilize such materials.

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-QQ***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Terry Duvall, President

Signature: [signature]

Address: 8110 19th Street Lubbock, TX 79407

Address of Property Owned: 8110 19th Street Lubbock, TX 79407

Phone Number: 806-795-5800

Email: tduvall@lubbocktelcom.com

Zone Case Number: **2538-QQ** R37208 Recipient 6 of 12
LUBBOCK TELCOM INC
8110 19TH ST

LUBBOCK TX 79407

AI# 14374
Regular City Council Meeting **6. 1.**
07/14/2026:

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Appointments Advisory Board, Audit & Investment Committee, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit & License Appeal Board, StarCare Board of Trustees, and the Zoning Board of Adjustment.

Item Summary

Consider appointments to the Appointments Advisory Board, Audit & Investment Committee, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Civic Lubbock, Inc. Board of Directors, Lubbock Water Advisory Commission, Permit & License Appeal Board, StarCare Board of Trustees, and the Zoning Board of Adjustment.

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

No file(s) attached.

AI# 14407
Regular City Council Meeting **6. 2.**
07/14/2026:

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a Municipal Services Agreement with Lubbock Economic Development Alliance, Inc., for the requested annexation of an area of land generally described as 7.92 acres, adjacent to the northern city limits, located south of Drew Street and west of Interstate 27, into the City of Lubbock corporate limits, along with the adjacent right-of-way.

Item Summary

Lubbock Economic Development Alliance, Inc. is the owner of the tract of land containing approximately 7.92 acres, adjacent to the northern city limits, located south of Drew Street and west of Interstate 27, in Sections 35, Block A, in Lubbock County. The owner is requesting consideration of voluntary annexation of the land into the city limits.

The first step in the voluntary annexation process is to establish a service plan to which both the City and the property owner agree. The proposed annexation agreement sets forth the plan for services between the City of Lubbock and Lubbock Economic Development Alliance, Inc.

If the agreement is approved by the City Council, staff will schedule a public hearing to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Resolution - Drew & I-27
Municipal Services Agreement - Drew & I-27
Petition - Drew & I-27
Map - Drew & I-27

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 Municipal Services Agreement, by and between the City of Lubbock and Lubbock Economic Development Alliance, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
MARK W. MCBRAYER, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

_____
Heather Heinrich, Assistant City Attorney

ccdocs II/RES.MSA _LEDA_1-27 and Drew Street
July 14, 2026

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____, 2026 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lubbock Economic Development Alliance, Inc., a Texas non-profit corporation incorporated under the laws of the State of Texas and Texas Local Government Code Chapters 501 and 504 ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, the City is currently classified as a Tier 2 municipality for purposes of annexation under the Texas Local Government Code ("LGC");

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner own certain land situated in Lubbock County, Texas which consists of approximately 7.92 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in "Exhibit A", attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property;

WHEREAS, Owners have filed a written request with the City for full-purpose annexation of the Property, and said petitions for annexation is set forth in "Exhibit B", attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owners desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owners agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES PLAN**

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.

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 2, located at 1515 E Ursuline, Fire Station 4, located at 2504 Cornell, and Fire Station 1, located at 1906 Texas. Station 2 is approximately 4.5 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 4 is approximately 5.5 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station 1 is approximately 5.5 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. 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 2, located at 1515 E Ursuline, Fire Station 4, located at 2504 Cornell, and Fire Station 1, located at 1906 Texas. Station 2 is approximately 4.5 miles from the proposed annexation with an approximate response time of 6 to 7 minutes. Station 4 is approximately 5.5 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station 1 is approximately 5.5 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. 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:* Texas Department of Transportation currently maintains FM 1294 adjacent to this proposed annexation.

b. *Services to be Provided:* The City may request a Traffic Impact Analysis during the pre-plat review, final plat review, pre-development review, or site-plan review for development on this parcel and adjacent parcels to determine if roadway improvements are necessary to serve the development and promote the safety and welfare of the traveling public. Any improvements necessary will be at the cost of the Applicant.

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 infrastructure is available at Drew Street and I-27. 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 user, 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 developer. Water and Sewer requirements will be dependent on the development of the annexed area and the adjacent land under common ownership.

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. Nearly all the voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will need 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. If a there is a temporary dead end water main due to phased construction, the water will be required to be looped within three (3) years of installation of a dead end water main or upon the issuance of a commercial building permit that requires secondary feeds, whichever is first.

e. The annexation area will require 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 and adjacent land under common ownership. The City may request upsizing of the lift station at the expense of the user in order to minimize the number of lift stations operated by the City of Lubbock.

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. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. 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*: Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

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.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

    a. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

    b. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

    c. The procedural mechanisms in order to annex the Landowners property shall be as follows:

        1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

        2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

            a. All of the services the City will provide to the property once annexed; and

            b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

d. The above procedures shall require the consent and signature of the City and the Landowner; and

e. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

MARK W. MCBRAYER, Mayor

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

John Osborne, President and CEO

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____day of_____, 20____, to certify which witness my hand and official seal.

[*Seal*]

[*Signature*] _____

[*Printed name*] _____

Notary Public in and for
the State of Texas

d. The above procedures shall require the consent and signature of the City and the Landowner; and

e. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

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APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Heather Heinrich, Assistant City Attorney

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.

John Osborne, President and CEO

SUBSCRIBED AND SWORN TO BEFORE ME on this the 30 day of June, 20 26, to certify which witness my hand and official seal.

[Seal]

[Signature] Sydney Coleman

[Printed name] Sydney Coleman

Notary Public in and for the State of Texas

SYDNEY COLEMAN
Notary Public, State of Texas
Comm. Expires 05-05-2029
Notary ID 132471298

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☑ One digital copy of all of the above.
- ☑ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Lubbock Economic Development Alliance, Inc. (LEDA)

Address: 1500 Broadway STE 600

Address: Lubbock, TX, 79401

Telephone: (806) 749 4500 Email: john@marketlubbock.org

Telephone: (____) _____ Email: _____

Acreage of property: 7.92 Number of lots and proposed use: 3 General Industrial

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☑ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: John Osborne

Signed: _____

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared John Osborne, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of May, 2026

SYDNEY COLEMAN
Notary Public, State of Texas
Comm. Expires 05-05-2029
Notary ID 132471298

Sydney Coleman

Notary Public in and for Lubbock County, Texas.

City of Lubbock TEXAS

AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, John Osborne, on behalf of LEDA, make this affidavit and hereby on oath state that:

I, being the ☑ sole ☐ partial owner of the following property:

1500 Broadway STE 600	Lubbock	Texas	79401
Property Address	City	State	Zip

806 749 4500	john@marketlubbock.org
Phone	Email

Legal description of property (can be found on property tax statement or at **www.lubbockcad.org**:

See metes and bounds description attached

give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Lubbock on the above-described property.

Terry Holeman, Hugo Reed and Associates, Inc.

Representative's organization or entity (printed)

Signed this 28th day of May, 2026.

Signature of Property Owner

Notary Public Information:

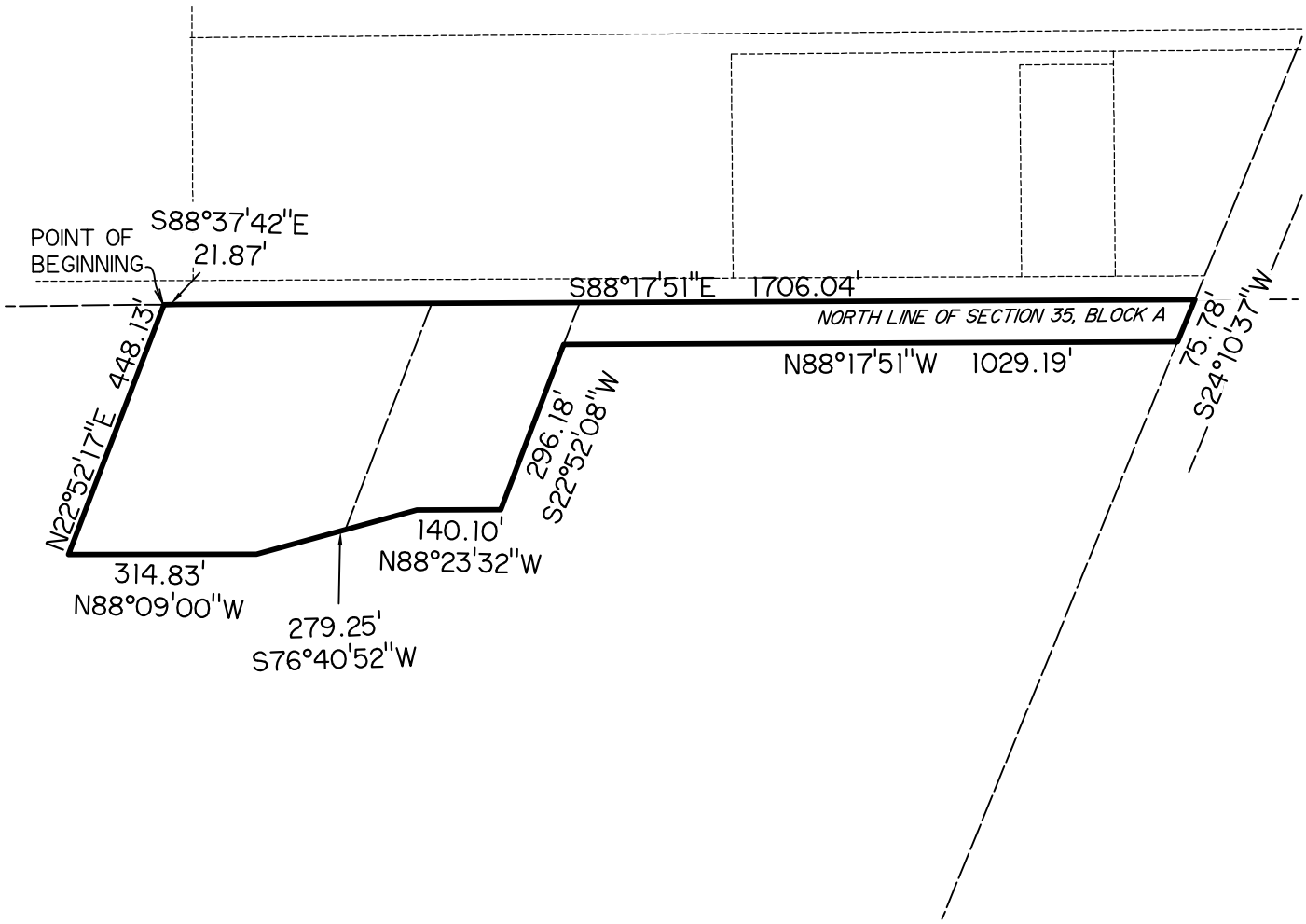
THE STATE OF TEXAS, COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, this day personally appeared John Osborne and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO AND SUBSCRIBED before me on this the 28th day of May, 20 26.

SYDNEY COLEMAN
Notary Public, State of Texas
Comm. Expires 05-05-2029
Notary ID 132471298

Notary Public, State of Texas

Exhibit "A"
7.92 acres
Sketch Illustrating Proposed Annexation



NORTH

SCALE: 1"=300'
DATE: 05-28-2026

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

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 7.92 acre tract of land, being a portion of a 383.42 acre tract described under County Clerk File Number (CCFN) 2023003369 of the Official Public Records of Lubbock County, Texas (OPRLCT), and a 2.011 acre tract described under CCFN 2026009351, OPRLCT, located in Section 35, Block A, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas, said 7.92 acre tract being further described as follows:

BEGINNING at a railroad spike found in the North line of Section 35, Block A, G.C.& S.F. Railroad Company Survey, Lubbock County, Texas and in the Northern boundary of a 383.42 acre tract described under CCFN 2023003369, OPRLCT, for the Northwest corner of this tract, which bears S. 88°37'42" E. a distance of 2590.96 feet from a railroad spike found at the Northwest corner of said Section 35;

THENCE S. 88°37'42" E., along the North line of said Section 35 and the Northern boundary of said 383.42 acre tract, a distance of 21.87 feet to a railroad spike found at the North Quarter corner of said Section 35 for a corner of this tract;

THENCE S. 88°17'51" E., continuing along the North line of said Section 35 and the Northern boundary of said 383.42 acre tract, at 427.16 feet pass the Northwest corner of a 2.011 acre tract described under CCFN 2026009351, OPRLCT and a corner of said 383.42 acre tract, at 675.00 feet pass the Northeast corner of said 2.011 acre tract and a corner of said 383.42 acre tract, continuing for a total distance of 1706.04 feet to a point in the West line of the BNSF Railroad right-of-way described in Volume 1047, Page 373 of the Deed Records of Lubbock County, Texas, for the Northeast corner of said 383.42 acre tract and this tract;

THENCE S. 24°10'37" W., along the West line of said Railroad right-of-way and the Eastern boundary of said 383.42 acre tract, a distance of 75.78 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°17'51" W., along a line 70.00 feet South of and parallel to the North line of said Section 35, a distance of 1029.19 feet to a point in the Eastern boundary of said 2.011 acre tract and the Northern boundary of said 383.42 acre tract for a corner of this tract;

THENCE S. 22°52'08" W., along the Eastern boundary of said 2.011 acre tract and the Northern boundary of said 383.42 acre tract, a distance of 296.18 feet to a 1/2" iron rod with cap marked "RPLS 4460" found at the Southeast corner of said 2.011 acre tract, for the most Southerly Southeast corner of this tract;

THENCE N. 88°23'32" W., along the Southern boundary of said 2.011 acre tract and the Northern boundary of said 383.42 acre tract, a distance of 140.10 feet to a 1/2" iron rod with cap marked "RPLS 4460" found for a corner of said 2.011 acre tract, said 383.42 acre tract, and this tract;

THENCE S. 76°40'52" W., continuing along the Southern boundary of said 2.011 acre tract and the Northern boundary of said 383.42 acre tract, at 124.75 feet pass a 1/2” iron rod with cap marked “RPLS 4460” found at the Southwest corner of said 2.011 acre tract and a corner of said 383.42 acre tract, continuing for a total distance of 279.25 feet to a point for a corner of this tract;

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.

THENCE N. 88°09'00" W. a distance of 314.83 feet to a point for the Southwest corner of this tract;

THENCE N. 22°52'17" E. a distance of 448.13 feet to the Point of Beginning.

Contains: 7.92 acres

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone (2011).
Distances are Surface, U.S. Survey Feet. Project Grid to Surface scale factor = 1.00022
Found monuments from previous survey of 383.42 acre tract completed July 14, 2022

Prepared: May 28, 2026



Cyril H. Turner
Registered Professional
Land Surveyor No. 6460
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.

2023003369 4 PGS DEED

BN/ Return To Service Title GF# 54490

WARRANTY DEED
(STC-jh/GF#54490)

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.

Date: January 26, 2023

Grantor: HENRY REIMER, also known as Henry Fehr Reimer, and ELIZABETH BERGEN REIMER, also known as Lisa Reimer, husband and wife

Grantee: LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas Not-For-Profit Development Corporation

Grantee's Mailing Address: 1500 Broadway, Suite 600, Lubbock, Lubbock County, Texas 79401

Consideration:

$10.00 and other good and valuable consideration, to Grantor paid by Grantee, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 383.42 acre tract of land, being a 282.8 acre tract described in Volume 9633, Page 272 (Tract 1), a 96.2 acre tract described under County Clerk File No. 2011001396 and a portion of a 6.3 acre tract described in Volume 9633, Page 254 of the Official Public Records of Lubbock County, Texas, located in Section 35, Block A, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas, said 383.42 acre tract being further described as follows:

BEGINNING at a 5/8" iron rod found at the Southwest corner of Section 35, Block A, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas, same being the Southwest corner of said 282.8 acre tract and this tract;

THENCE N. 01°27'18" E., along the West line of said Section 35, the Western boundary of said 282.8 acre tract and the Western boundary of said 96.2 acre tract, a distance of 4978.63 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of a 2.1 acre tract described in Volume 6515, Page 49 of the Real Property Records of Lubbock County, Texas and the most Westerly Northwest corner of this tract;

THENCE S. 88°37'55" E., along the Southern boundary of said 2.1 acre tract and continuing along the Western boundary of said 96.2 acre tract, at 35.00 feet pass a 1/2" iron rod with cap marked "KEYS 2507" found in reference, continuing for a total distance of 300.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of said 2.1 acre tract, and an "ell" corner of said 96.2 acre tract and this tract;

THENCE N. 01°27'18" E., along the Eastern boundary of said 2.1 acre tract and continuing along the Western boundary of said 96.2 acre tract, a distance of 250.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Northeast corner of said 2.1 acre tract, and an "ell" corner of said 96.2 acre tract and this tract;

THENCE N. 88°37'55" W., along the Northern boundary of said 2.1 acre tract and continuing along the Western boundary of said 96.2 acre tract, at 265.00 feet pass a 1/2" iron rod with cap marked "KEYS 2507" found in reference, continuing for a total distance of 300.00 feet to a point in the West line of said Section 35, for the Northwest corner of said 2.1 acre tract, and an "ell" corner of said 96.2 acre tract and this tract;

THENCE N. 01°27'18" E., along the West line of said Section 35 and continuing the Western boundary of said 96.2 acre tract, a distance of 50.00 feet to a railroad spike found at the Northwest corner of said Section 35, same being the Northwest corner of said 96.1 acre tract and this tract;

THENCE S. 88°37'42" E., along the North line of said Section 35 and the Northern boundary of said 96.2 acre tract, at 2590.96 feet pass a railroad spike found at the Northwest corner of said 6.3 acre tract, continuing along the North line of said Section 35, the Northern boundary of said 96.2 acre tract and the Northern boundary of said 6.3 acre tract, for a total distance of 2612.83 feet to a railroad spike found at the Northeast corner of said 96.2 acre tract, same being the Northeast corner of the Northwest Quarter of said Section 35, the Northwest corner of the Northeast Quarter of said Section 35 and a corner of this tract;

THENCE S. 88°17'51" E., continuing along the North line of said Section 35 and the Northern boundary of said 6.3 acre tract, a distance of 427.16 feet to a point for the Northwest corner of a 2.0 acre tract described under County Clerk File No. 2015033867 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 22°53'12" W., along the Western boundary of said 2.0 acre tract, at 42.90 feet pass a 1/2" iron rod with cap marked "4460" found in the South line of a 40 foot right-of-way easement described in Volume 551, Page 591 of the Deed Records of Lubbock County, Texas, continuing for a total distance of 406.22 feet (deed calls: 406.40 feet) to a 1/2" iron rod with cap marked "4460" found in the Northern boundary of said 282.8 acre tract, at the Southwest corner of said 2.0 acre tract and a corner of this tract;

THENCE N. 76°40'52" E., along the Southern boundary of said 2.0 acre tract and the Northern boundary of said 282.8 acre tract, at 65.19 feet pass a 1/2" iron rod with cap marked "4460" found in reference, continuing for a total distance of 124.75 feet to a 1/2" iron rod with cap marked "4460" found at a point of intersection;

THENCE S. 88°23'32" E., continuing along the Southern boundary of said 2.0 acre tract and the Northern boundary of said 282.8 acre tract, a distance of 140.10 feet to a 1/2" iron rod with cap marked "4460" found at the Southeast corner of said 2.0 acre tract, same being a corner of said 282.8 acre tract and this tract;

THENCE N. 22°52'08" E., along the Eastern boundary of said 2.0 acre tract and continuing along the Northern boundary of said 282.8 acre tract, at 328.35 feet pass a 1/2" iron rod with cap marked "4460" found in said South easement line, continuing for a total distance of 371.25 feet (deed calls: N. 22°52'57" E. - 371.45 feet) to a point in the North line of said Section 35, for the Northeast corner of said 2.0 acre tract, the most Northerly Northwest corner of said 282.8 acre tract and a corner of this tract;

THENCE S. 88°17'51" E., along the North line of said Section 35 and continuing along the Northern boundary of said 282.8 acre tract, a distance of 1031.05 feet to a point in the West line of the BNSF Railroad right-of-way described in Volume 1047, Page 373 of the Deed Records of Lubbock County, Texas, for the Northeast corner of said 282.8 acre tract and this tract;

THENCE S. 24°10'37" W., along said railroad right-of-way line and the Eastern boundary of said 282.8 acre tract, at 43.33 feet pass a 1/2" iron rod found in reference, continuing for a total distance of 3181.04 feet to a 1/2" iron rod found at a point of intersection;

THENCE N. 65°38'30" W., continuing along said railroad right-of-way line and the Eastern boundary of said 282.8 acre tract, a distance of 50.00 feet to a 1/2" iron rod found at a point of intersection;

THENCE S. 24°10'37" W., continuing along said railroad right-of-way line and the Eastern boundary of said 282.8 acre tract, at 2542.68 feet pass a 1/2" iron rod with cap marked "HRA" set in reference, continuing for a total distance of 2575.10 feet to a 1/2" iron rod with cap marked "HRA" set in the South line of said Section 35, for the Southeast corner of said 282.8 acre tract and this tract;

THENCE N. 88°07'44" W., along the South line of said Section 35 and the Southern boundary of said 282.8 acre tract, a distance of 2049.50 feet to the Point of Beginning.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

THERE IS EXCEPTED FROM THIS CONVEYANCE any and all interest, whether whole or an undivided portion thereof, in the oil, gas and other minerals in and under the Property, royalty interest, or interest in royalty, which may be outstanding in parties other than Grantor resulting from prior reservation and/or conveyance by predecessors in title, including but not limited to that certain interest described in instrument of record in Volume 293, Page 2; Volume 428, Page 407 and Volume 1650, Page 510 of the Deed Records of Lubbock County, Texas; and Volume 4572, Page 314 of the Real Property Records of Lubbock County, Texas; Volume 9633, Page 272 and Volume 9633, Page 254 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO title to all oil, gas, minerals and other elements not constituting part of the surface estate in the Property, together with all rights, privileges and immunities relating thereto, as well as any other interest not conveyed by use of the words "surface estate only" in that certain deed recorded in Document No. 2011001396 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO the Property having frontage or abutting F.M. 1294, which is a controlled access highway, set forth in instruments of record in Volume 551, Page 591, Volume 566, Page 485 and Volume 580, Page 69 of the Deed Records of Lubbock County, Texas, and the exercise of power by the State of Texas pertaining to controlled access highways as set forth in Chapter 203 of the Texas Transportation Code.

SUBJECT TO any portion of the Property within the bounds of that certain railroad right-of-way recorded in Volume 30, Page 362, Deed Records of Lubbock County, Texas, together with provisions regarding "the Railway Lands" as set forth in Warranty Deed recorded in Volume 9633, Page 272 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO City of Lubbock Annexation Ordinance recorded in Document No. 2018024143 of the Official Public Records of Lubbock County, Texas.

SUBJECT TO those matters reflected on Perimeter Survey of the Property prepared by Cyril Turner, Texas Registered Professional Land Surveyor No. 6460, dated July 14, 2022, including but not limited to utility poles in Southeast boundary, County Road along South and West boundary, State Highway along North boundary, and overhead utility lines and utility poles along North boundary.

SUBJECT TO rights, if any, of third parties with respect to any portion of the Property lying within the limits or boundaries of any public or private roadway or alley.

SUBJECT TO any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the Property that would be disclosed by an accurate and complete land survey of the Property, including, without limitation, all visible and apparent easements or uses, and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.

SUBJECT TO rights of parties in possession.

SUBJECT TO rights of tenants under any unrecorded leases or rental agreements, together with any security interests given by tenants in fixtures located on the Property.

SUBJECT TO all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Lubbock County, Texas.

Grantee assumes ad valorem taxes for the year 2023, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of Farm & Ranch Contract by and between Grantor and Grantee dated June 16, 2022.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

HENRY REIMER

ELIZABETH BERGEN REIMER

THE STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 26 day of JANUARY, 2023, by HENRY REIMER and ELIZABETH BERGEN REIMER.

BRENT NOBLE
Notary Public, State of Texas
Notary ID# 681536-0
My Commission Expires 04-11-2026

Notary Public, State of Texas

Prepared in the Law Office of:
TIMBERLAKE, WEAVER, CARSON & LACY, P.C.
1408-A Buddy Holly Ave.
Lubbock, Texas 79401
S:\TWS MERGE\STC 2023\Lubbock Economic Development Alliance-54490-WD-4REL-1-24-jh.wpd

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
01/27/2023 01:33 PM
FEE: $34.00
2023003369

RETURN: WEST TEXAS TITLE COMPANY
FILE NO. 38589

2026009351 4 PGS DEED

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

GENERAL WARRANTY DEED

Date: March 13, 2026

Grantors: Jerry A. Lafuente and Alma Rosa Lafuente

Grantors' Mailing Address: 306 W. Quinlan Street
Lubbock, Texas 79403

Grantee: Lubbock Economic Development Alliance, Inc., a Texas non-profit corporation

Grantee's Mailing Address: 1500 Broadway, Suite 600,
Lubbock, Lubbock County, Texas 79401

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 2.011 acre tract, more or less, being that same tract described under County Clerk File No. 2015033867 of the Official Public Records of Lubbock County, Texas, located in Section 35, Block A, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas, said 2.011 acre tract being further described as follows:

BEGINNING at a point in the North line of said Section 35, for the Northeast corner of a 4.5 acre tract described under County Clerk File No. 2023003369 of the Official Public Records of Lubbock County, Texas and the Northwest corner of this tract, which bears S. 88°37'42" E. a distance of 2612.83 feet and S. 88°17'51" E. a distance of 427.16 feet from the Northwest corner of Section 35, Block A, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas;

THENCE S. 88°17'51" E., along the North line of said Section 35, a distance of 247.84 feet (deed calls: 247.93 feet) to a point for the most Northerly Northwest corner of a 214.8 acre tract described under County Clerk File No. 2023003369 of the Official Public Records of Lubbock County, Texas and the Northeast corner of this tract;

THENCE S. 22°52'08" W., along the Northern boundary of said 214.8 acre tract, at 42.89 feet pass a 1/2" iron rod with cap marked "4460" found in the South line of a 40 foot right-of-way easement described in Volume 551, Page 591 of the Deed Records of Lubbock County, Texas, continuing for a total distance of 371.25 feet (deed calls: S. 22°52'57" W.

371.39 feet) to a 1/2" iron rod with cap marked "4460" found at a corner of said 214.8 acre tract and the Southeast corner of this tract;
THENCE N. 88°23'32" W., continuing along the Northern boundary of said 214.8 acre tract, a distance of 140.10 feet to a 1/2" iron rod with cap marked "4460" found at a point of intersection;
THENCE S. 76°40'52" W., continuing along the Northern boundary of said 214.8 acre tract, a distance of 124.75 feet to a to a 1/2" iron rod with cap marked "4460" found at the Southeast corner of said 4.5 acre tract and the Southwest corner of this tract;
THENCE N. 22°53'12" E., along the Eastern boundary of said 4.5 acre tract, at 363.32 feet pass a 1/2" iron rod with cap marked "4460" found in said easement line, continuing for a total distance of 406.22 feet (deed calls: 406.40 feet) to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone (2011). Distances are Surface, U.S. Survey Feet. Project Grid to Surface scale factor = 1.00022

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2026, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grant, sell, and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantors bind Grantors and Grantors's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Grantors:

Jerry A. Lafuente

Alma Rosa Lafuente

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 13th day of March, 2026, by Jerry A. Lafuente.

NANCY FLOYD
Notary Public, State of Texas
Notary ID# 509841-3
My Commission Expires 08-24-2026

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 13th day of March, 2026, by Alma Rosa Lafuente.

NANCY FLOYD
Notary Public, State of Texas
Notary ID# 509841-3
My Commission Expires 08-24-2026

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Lubbock Economic Development Alliance, Inc.
1500 Broadway, Suite 600
Lubbock, Texas 79401

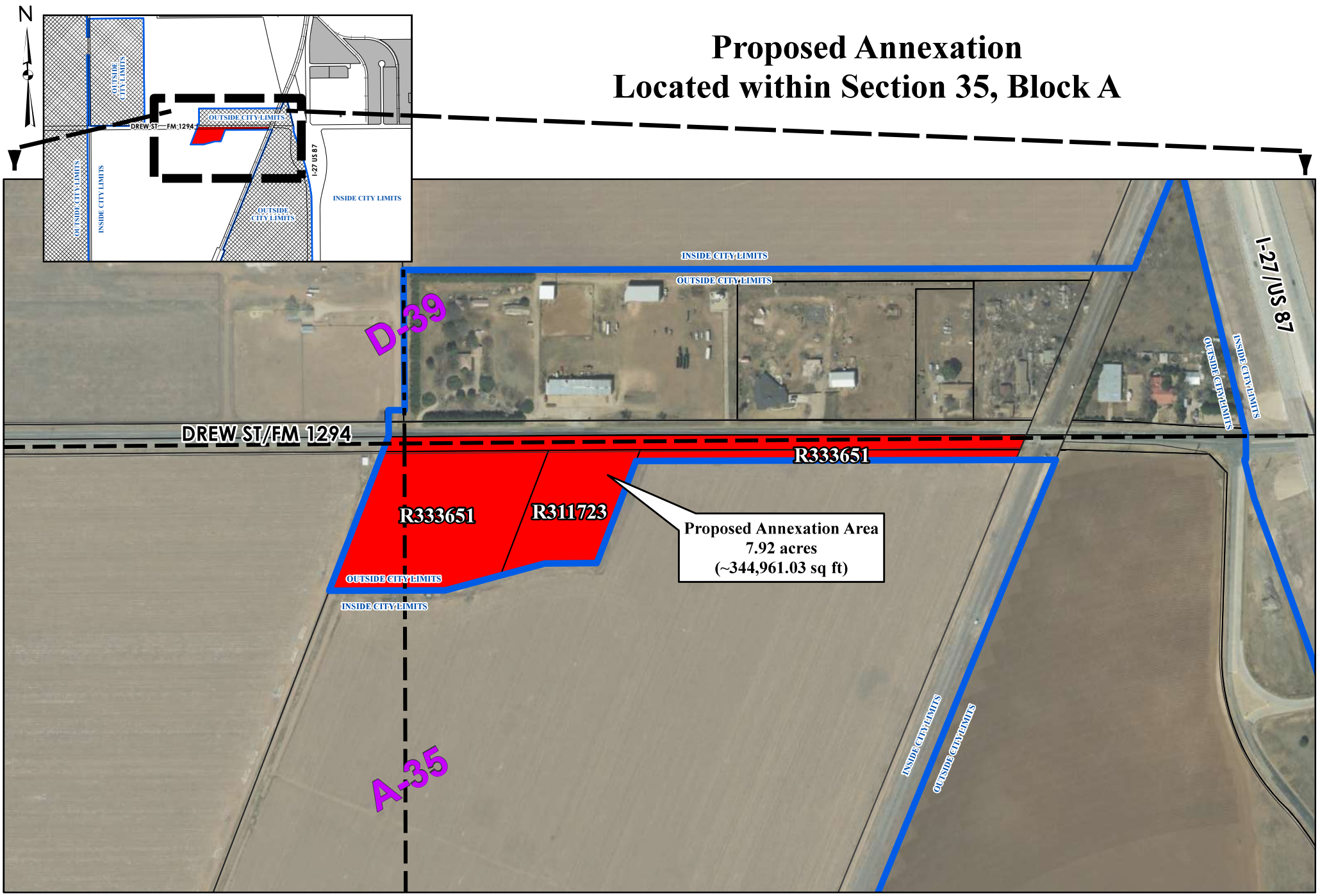
FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
03/16/2026 02:16 PM
FEE: $33.00
2026009351

Proposed Annexation
Located within Section 35, Block A



0 200 400 600 800 1,000 Feet

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

Lubbock City Limits

Proposed Annexation

City of Lubbock TEXAS

Digital Orthophotography - March 2025