

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, June 8, 2021

Daniel M. Pope, Mayor
Steve Massengale, Mayor Pro Tem, District 4
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Jeff Griffith, Councilman, District 3
Randy Christian, Councilman, District 5
Latrell Joy, Councilwoman, District 6



W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

Internet/Video Link: <https://zoom.us/j/97566060796> or
Teleconference Phone #s: U.S.: +1-346-248-7799; +1-312-626-6799; +1-646-558-8656; +1-669-900-9128
+1-253-215-8782; +1-301-715-8592; Enter ID#: 975 6606 0796

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

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

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

Pursuant to the Executive Orders of Governor Abbott, and other authority provided by the Texas Attorney General, the City Council will convene in-person and via video and/or teleconference. If the Executive Orders of Governor Abbott are amended and prohibit the use of video and/or teleconference access to the meeting, the meeting will be held in-person only.

1:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in person before the meeting of the City Council, regarding Item 2.2 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at citizencomments@mylubbock.us, no later than 11:00 a.m., on June 8, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

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

2. 1. Charter Review Committee Presentation and Recommendations

2. 2. 2021 IRONMAN 70.3 Lubbock Triathlon
2. 3. Parks and Recreation Operations Update

At the completion of the Work Session, City Council recesses into Executive Session.

3. Executive Session

3. 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.
 3. 1. 1. *Planned Parenthood of Greater Texas Surgical Health Services, et al v. City of Lubbock, Texas, Case No.5:21-cv-114 in the United States District Court for the Northern District of Texas, Lubbock Division*
3. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:
 3. 2. 1. City Attorney
 3. 2. 2. City Manager
 3. 2. 3. City Secretary
3. 3. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority, Lubbock Reese Redevelopment Authority Board of Directors, Permit and License Appeal Board, and the Planning and Zoning Commission.
3. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described herein above.
 3. 4. 1. Project Basil

Adjourn from Executive Session

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

4. Ceremonial Items

4. 1. Invocation

4. 2. Pledges of Allegiance

Call to Order

5. **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 5:00 p.m. on June 8, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at citizencomments@mylubbock.us, no later than 2:00 p.m. on June 8, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

6. Minutes

6. 1. April 20, 2021 Special City Council Meeting - Electric Utility Board
May 11, 2021 Regular City Council Meeting

7. **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.**

7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0057, Amendment 25, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to amend full-time equivalent (FTE) positions in Animal Services, providing for filing; and providing for a savings clause.

7. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0058, Amendment 26, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Treasury.

7. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0059, Amendment 27, amending the FY 2020-21 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance and Market Lubbock, Inc. - Visitors Bureau.
7. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 30, amending the FY 2020-21 Budget for municipal purposes respecting the Airport Capital Fund to appropriate additional funding for the Capital Improvement Project 8648 Airport Pavement Maintenance.
7. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 31, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Operating and Capital Funds to appropriate additional funding for Capital Improvement Project (CIP) 92455 Water Meter Replacements.
7. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 32, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Operating, General Fund Capital, and Information Technology Operating Fund to appropriate additional funding for Capital Improvement Project 8646 Public Safety CAD, Mobile, and RMS Software.
7. 7. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 33, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.
7. 8. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 34, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Capital Fund to appropriate additional funding for Capital Improvement Project 92587 Loop 88 Sewer Line Relocation.
7. 9. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2021-O0061, abandoning and closing a portion of a 15-foot alley located in Block 1, Hewett Addition, Lubbock County, Texas.
7. 10. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a Drainage Easement located in Section 7, Block JS, Lot 26, Spanish Bit Court Addition, Lubbock County, Texas.
7. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute an Easement and Right-of-Way by and between the City of Lubbock and Oncor Electric Delivery Company, LLC ("Oncor"), to be utilized for electric power and communication lines and associated equipment over, under, along, to, from, and through land more particularly described in Exhibits A and B to the Easement and Right-of-Way, and including certain areas along the following transmission lines across the City's Hancock Land Application Site.

7. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License by and between the City of Lubbock and the Lubbock Cooper Independent School District for a 3-foot wide corridor of the right-of-way of University Avenue between 137th Street and 146th Street, Lubbock, Texas.
7. 13. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License by and between the City of Lubbock and 2 Sparks and Company LLC, and Burklee Hill Vineyards, LLC, for a portion of street right-of-way at 1109 Broadway.
7. 14. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15826, with Lone Star Dirt & Paving, Ltd., for Unpaved Roads Improvements Phase 3, for the paving of various roadways throughout the City of Lubbock.
7. 15. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Contract 15875, with MH Civil Constructors, Inc., for the construction of a brick paving project at the intersection of 13th Street and Texas Avenue.
7. 16. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement 15597, by and between the City of Lubbock and HDR Engineering, Inc., to perform dam inspection and evaluation services.
7. 17. **Resolution - Public Transit Services:** Consider a resolution ratifying the act of the City Manager in executing, on behalf of the City of Lubbock, a Regional Transit District Transportation Services Agreement and an Amendment thereto with SafeRide, Inc., for Medical Transportation Services by Citibus.
7. 18. **Ordinance 2nd Reading - Lubbock Power & Light:** Consider Ordinance No. 2021-00062, amending Section 22.02.103 of Title I, Chapter 22, Article 22.02, Division 3, of the Lubbock Code of Ordinances, to permit Lubbock Power & Light to update the fee structure for recovery of the cost of providing underground electric distribution service as part of the annual review and approval of the LP&L Electric Rate/Tariff Schedule.
7. 19. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an agreement by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of State right-of-way, the Marsha Sharp Freeway, during the 2021 IRONMAN 70.3 Lubbock Triathlon.
7. 20. **Resolution - City Manager:** Consider a resolution authorizing the Mayor, on behalf of the City of Lubbock, to execute an agreement for professional legal services with Hacker Stephens LLP, and any amendments thereto, and ratifying the acts of the City Manager in executing an agreement for legal services with Hacker Stephens LLP.
7. 21. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute the Third Amendment to the Memorandum of Understanding with Palisade Pipeline, LLC, to define roles and responsibilities of the City of Lubbock and Palisade Pipeline, LLC.

8. **Regular Agenda**

8. 1. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0063, for Zone Case 1788-F, a request of McDougal Realtors for Lubbock Prosperity, L.P., for a zone change from General Retail District (C-3) to General Retail District (C-3) Specific Use for a Blood Plasma Center, at 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H.
8. 2. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0064, for Zone Case 2909-E, a request of Callaway Architecture for S&S Commercial Properties, LTD, for a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM) at 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36.
8. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0065, for Zone Case 2984-M, a request of Centerline Engineering & Consulting, LLC, for 34th & Upland Affordable Storage, Inc. and 87th Street Partners, LLC, for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38.
8. 4. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0066, for Zone Case 2985-C, a request of Seventeen Services, LLC for Edge Construction, for a zone change from Garden Office (GO) to Apartment Medical (AM) at 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A.
8. 5. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0067, for Zone Case 3050-G, a request of AMD Engineering, LLC for Lubbock Land Investments IV, LP, for a zone change from Single Family District (R-1) Specific Use to Two-Family District (R-2), generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22.
8. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0068, for Zone Case 3431, a request of Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc., for a zone change from Transition (T) to General Retail District (C-3) with a Specific Use for Self-Storage Facilities, at 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5.
8. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2021-O0069, for Zone Case 3433, a request of AMD Engineering, LLC for Baxter Trusts, for a zone change from Transition (T) to Restricted Local Retail District (C-2A), generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22.

8. 8. **Ordinance 1st Reading - Planning:** Consider a request for Zone Case 3432, a request of Dwain Lane for Carolyn Lane Musgrave, for a zone change from Commercial District (C-4) and Local Retail District (C-2) to (C-4) with a Specific Use for a Dance Hall, at 1801 19th Street, and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, and consider an ordinance.



Regular City Council Meeting

3. 3.

Meeting Date: 06/08/2021

Information

Agenda Item

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

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

6. 1.

Meeting Date: 06/08/2021

Information

Agenda Item

April 20, 2021 Special City Council Meeting - Electric Utility Board
May 11, 2021 Regular City Council Meeting

Item Summary

April 20, 2021 Special City Council Meeting - Electric Utility Board
May 11, 2021 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

4.20.2021 S EUB

5.11.2021

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
April 20, 2021
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 20th of April, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 11:00 a.m.

11:17 A.M. CITY COUNCIL CONVENED

**City Council Chambers, Citizens Tower, 1314 Avenue K,
Lubbock, Texas, and via video conference and teleconference**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Latrelle Joy; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Randy Christian; Council Member Jeff Griffith; Council Member Shelia Patterson Harris

Council Member Juan A. Chadis attended via video conference.

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below.

Note: The Electric Utility Board addressed agenda items in the following order:

- *Executive Session*
- *No quorum, of the City Council, was present for all other items.*

1. PUBLIC COMMENT

- 1. 1.** This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

***This item was deleted.**

1. 2. Alternatively, any member of the public wishing to address the Electric Utility Board, regarding any matter posted on the Electric Utility Board Agenda, may submit a public comment by email at lpccitizencomments@mylubbock.us beginning at the time this agenda is publicly posted and no later than 9:00 a.m. on April 20, 2021. Each comment will be read aloud for a period of time not to exceed three minutes, in accordance with the practices and procedures of the Electric Utility Board.

***This item was deleted.**

2. EXECUTIVE SESSION

This meeting was called into a closed session at 11:17 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:35 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:
 2. 1. 1. Generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 2. 1. 1. 1. Discuss and deliberate generation unit matters.
 2. 1. 2. Bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies.
 2. 1. 2. 1. Discuss and deliberate issues regarding Electric Reliability Council of Texas prices and related services and strategies.
 2. 1. 3. Effective fuel and purchased power agreements and fuel transportation arrangements and contracts.
 2. 1. 3. 1. Discuss and deliberate purchased power matters.
 2. 1. 4. Risk management information, contracts, and strategies, including fuel hedging and storage.
 2. 1. 4. 1. Discuss and deliberate risk management strategies.
 2. 1. 5. Plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider).
 2. 1. 5. 1. Resolution No. EUB 2021-R0028 regarding the construction of electric transmission infrastructure, and real estate acquisitions regarding same, ordered integrated into ERCOT.

Motion by Gwen Stafford, seconded by Edwin Schulz, to approve Resolution No. EUB 2021-R0028.

Vote: 9-0 Motion carried by the Board.

2. 1. 5. 2. Discuss and deliberate plans, studies, proposals, and analyses for system improvements, additions, or sales.
2. 1. 6. Customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code: (i) legal advice and counsel regarding the Application of the City of Lubbock, acting by and through Lubbock Power & Light for authority to establish initial wholesale transmission rates and tariffs before the Public Utility Commission of Texas and the State Office of Administrative Hearings, PUC Docket No. 51100, SOAH Docket 473-21-0043; (ii) legal issues regarding contract(s) herein listed on the agenda; (iii) real property processes and acquisitions; (iv) power purchase agreements; (v) legal issues regarding customer choice and Texas Utilities Code, Chapter 40; (vi) Federal Energy Regulatory Commission, Docket Nos. ER16-1341, EL17-2, and EL18-9, related to SPP attachment Z2; (vii) legal advice and counsel regarding matters identified in Section 2.1-2.1.6 of this Agenda; (viii) legal advice and counsel regarding potential statutory changes regarding ERCOT and/or electric utility regulation; (ix) claim regarding alleged property damage occurring on or about May 30, 2019; and (x) claims related to alleged property damage on or about February 13-19, 2021.
2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.072, to deliberate the purchase, exchange, lease, and value of real property, regarding Lubbock Power & Light transmission and distribution easements (Electric Utility Easements).
2. 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities and General Counsel).

1:00 p.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 1:00 p.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of March 30, 2021.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, customer concerns and complaints, billing forms and procedures, status of transmission and distribution projects, mutual aid, weather events, outage, and restoration efforts, staffing levels, regulatory matters, and operational performance metrics.

***This item was deleted.**

3. 3. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, service issues, and administrative, operational, and financial impacts caused by or related to the COVID-19 pandemic and/or Winter Storm Uri, including but not limited to disconnects, efforts to work with customers, payment plans, and community resources available for assistance.

***This item was deleted.**

3. 4. Presentation and discussion by the Director of Electric Utilities or his designee, regarding the status of Lubbock Power & Light's transition to the Electric Reliability Council of Texas ("ERCOT"), and public education regarding same.

***This item was deleted.**

3. 5. Presentation and discussion by the Director of Electric Utilities, or his designee, regarding updates on the legislative and regulatory matters regarding ERCOT and/or the electric utility industry, and the status of any legislation, legislative hearings, rulemakings, and/or regulatory or administrative action regarding same.

***This item was deleted.**

4. **CONSENT AGENDA**

4. 1. The Board will consider a budget amendment, amending the FY 2020-21 Capital Program to amend or establish the following Capital Improvement Projects (CIP): CIP #92474, Yellow House Canyon 345/115kV Transformers; CIP #92475, Dunbar 345/115kV Transformers; CIP #92609, Blackwater Draw to Folsom Point 345kV Line; CIP #92610, Blackwater Draw to Double Mountain 345kV Line; CIP #92661, Posey to Oliver 115kV line; establish CIP #92710, Fiddlewood to Farmland 345kV Transmission Line, and recommend approval of same to the City Council of the City of Lubbock.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute that certain Fourth Amendment to TMG Utility Advisory Services Professional Services Agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and TMG Utility Advisory Services, Inc., regarding professional consulting services related to implementation of various systems for LP&L.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Chairman of the Electric Utility Board to execute that certain Settlement Agreement and Release, by and between the City of Lubbock, acting by and through Lubbock Power & Light, Associated Supply Company, Inc., and Federated Insurance Company, regarding a claim of alleged property damage on or about May 30, 2019, and ratification and approval, as applicable, of the receipt of insurance funds regarding same.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Director of Electric Utilities, or his designee, to execute a Professional Service Agreement by and between the City of Lubbock, acting by and through Lubbock Power & Light and Black & Veatch Corporation, RFQ# 7116-21-ELD, for LP&L Professional Services for Engineering Design for Various Substations.

***This item was deleted.**

4. 5. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute Purchase Orders by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Iljin Electric USA, Inc., RFP# 7119-21-ELD, for LP&L Substation Power Transformers.

***This item was deleted.**

4. 6. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order by and between the City of Lubbock, acting by and through Lubbock Power & Light and Techline Inc., ITB# 7124-21-ELD, for LP&L Spare Transmission Conductor and Shield Wire.

***This item was deleted.**

1:35 P.M. CITY COUNCIL ADJOURNED

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

The April 20, 2021 Special City Council Meeting minutes were approved by the City Council on the 8th day of June, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
May 11, 2021
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of May, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 1:00 p.m.

1:02 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas,
and via video conference and teleconference

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *Citizen Comments 1; 2; 3.1-3.3; Executive Session; 5.1-5.3.2; 5.4; 5.3.3; Citizen Comments 6; 7.1; 8.1-8.24; 9.1-9.11.*
- *Item 9.9 failed.*

- 1. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding Item 2. below, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m. on May 11, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at citizencomments@mylubbock.us, no later than 11:00 a.m. on May 11, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

There were no comments received via email.

Sign ups:

- Mikel Ward appeared before City Council to speak in favor of Item 2 (a resolution canvassing the returns and declaring the result of the City of Lubbock Special Election).
- Don Caldwell appeared before City Council to speak in favor of Item 3.3 (Mac Davis Tribute Proposal and Discussion).

2. **Resolution - City Secretary:** Resolution No. 2021-R0165 canvassing the returns and declaring the result of the City of Lubbock Special Election held on May 1, 2021, pertaining to a citizen-led proposition to adopt an ordinance outlawing abortion within the City of Lubbock and declaring Lubbock a sanctuary city for the unborn.

Rebecca Garza, city secretary, read the results received from the May 1, 2021 Special Election. Votes for the proposition, 21,427; votes against the proposition, 12,874; total votes cast in the Special Election, 34,301.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Steve Massengale to approve Resolution No. 2021-R0165.

Vote: 7 - 0 Motion carried

At the conclusion of this item, the City Council will begin the Work Session.

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

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

3. 1. Parks Master Plan Update

Jarrett Atkinson, city manager; and Colby VanGundy, director of parks & recreation, introduced the item, gave comments, and answered questions from City Council. Aaron Tuley, with Halff Associates, gave a presentation on the Parks Master Plan and answered questions from City Council. Topics discussed included: stakeholder listening sessions; an assessment of current park conditions; collaborative efforts with Texas Tech University; and the Canyon Lakes Master Plan.

3. 2. Update and Discussion regarding transition to Electric Reliability Council of Texas (ERCOT)

David McCalla, director of electric utilities; and Matt Rose, LP&L government relations & public affairs manager, gave a presentation on the status of Lubbock Power & Light's transition to the Electric Reliability Council of Texas (ERCOT). Topics discussed included: construction, certification, and testing updates; plans related to the transition to ERCOT; and outages and communications planning. Mr. McCalla also introduced Chris Sims, director of grid control and compliance; Tom Fox, operations manager; Cody Kirk, transmission operator certifier; Michael Coomer, substation supervisor; and Kody Morris, transmission distribution manager, who will be the primary staff members responsible for overseeing the transition to ERCOT.

3.3. Mac Davis Tribute Proposal and Discussion

Council member Randy Christian gave a presentation on the Mac Davis Tribute proposal as it relates to the formation of the Mac Davis Tribute Committee, progress made to date, potential locations for the tribute, and next steps. Council member Christian also detailed Mac Davis' background, accomplishments, and his impact on the Lubbock community.

At the completion of the Work Session, City Council recesses into Executive Session.

4. Executive Session

The meeting recessed at 2:19 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:38 p.m., and the meeting was called to order at 5:20 p.m.

4.1. 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.

4.1. 1. Sanctuary City for the Unborn Ordinance

4.1. 2. *Leticia Aguilar v. City of Lubbock*, Cause No. 2021544153 pending in the 237th Judicial District Court of Lubbock County, Texas

4.2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

4.2. 1. City Attorney

4.2. 2. City Manager

4.2. 3. City Secretary

4:30 p.m. - City Council reconvenes in Regular Session in City Council Chambers.

City Council reconvened at 4:38 p.m.

5. Ceremonial Items

5. 1. Invocation

Pastor Larry Polk, New Hope Missionary Baptist Church, led the invocation.

5. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Steve Massengale.

5. 3. Proclamations and Presentations

5. 3. 1. Presentation of a Special Recognition in honor of the 2021 Annual Ride of Silence and in memory of cyclists who have been killed due to a bicycle/motorist collision

Mayor Pro Tem Steve Massengale presented a Special Recognition in honor of the 2021 Annual Ride of Silence and in memory of cyclists who have been killed due to a bicycle/motorist collision. Paul Friener, with the West Texas Cycling Association, gave comments and thanked the Mayor and City Council for the recognition. Mr. Friener also encouraged all Lubbock citizens to participate in the 2021 Annual Ride of Silence, scheduled to be held on May 19, 2021 at 6:30 p.m.

5. 3. 2. Presentation of a Proclamation in recognition of the 100th Anniversary of the Lubbock Police Department

Mayor Daniel M. Pope presented a Proclamation in recognition of the 100th Anniversary of the Lubbock Police Department. Floyd Mitchell, chief of police, thanked all the members of the Lubbock Police Department for their dedication to keeping the community safe and gave remarks on the founding and history of the Lubbock Police Department. Chief Mitchell also presented commemorative 100th Anniversary badges to the following individuals: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Shelia Patterson Harris; Council Member Jeff Griffith; Council Member Randy Christian; Council Member Latrelle Joy; Jarrett Atkinson, city manager; Chad Weaver, city attorney; Rebecca Garza, city secretary; Bill Howerton, deputy city manager; Jesica McEachern, assistant city manager; Brooke Witcher, assistant city manager; Blu Kostelich, chief financial officer; Shaun Fogerson, fire chief; and Monte Monroe, Texas state historian/archivist of the Southwest Collection. Mr. Monroe, along with Sergeant Brandon Price, gave comments on the history of the Lubbock Police Department and the research that was undertaken for this recognition.

5. 3. 3. Presentation of a Special Recognition congratulating the Northwest Water Reclamation Plant for receiving the 2021 George W. Blake, Jr. Facility Safety Award by the Water Environment Federation

Jarrett Atkinson, city manager; and John Turpin, assistant director of public works, presented a Special Recognition congratulating the Northwest Water Reclamation Plant for receiving the 2021 George W. Blake, Jr. Facility Safety Award by the Water

Environment Federation. Mary Gonzales, wastewater treatment plant/water reclamation supervisor, gave comments and thanked her staff and City of Lubbock administration for their support. Additionally, Ms. Gonzales introduced the following staff members, who were in attendance to receive this recognition: Craig Henderson, Bill Boyd, Berta Reyna, and Isaac Perez.

5. 4. Board Recognitions: Presented by Mayor Daniel M. Pope.

Animal Services Advisory Board
Grant Gerlich

Junked Vehicle Compliance Board
Margaret Kelley (unable to attend)

Lake Alan Henry Board of Appeals
Christopher Blake Seiler
Krista Jones (unable to attend)

Urban Design/Historic Preservation Commission
Lal Williams

Call to Order

The meeting was called to order at 5:20 p.m.

- 6. 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 5:00 p.m. on May 11, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at citizencomments@mylubbock.us, no later than 2:00 p.m. on May 11, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

No one appeared to speak in person; and no comments were submitted via email.

7. Minutes

- 7. 1.** March 24, 2021 Special City Council Meeting - Lubbock Economic Development Alliance
March 30, 2021 Special City Council Meeting - Electric Utility Board
April 13, 2021 Regular City Council Meeting
April 14, 2021 Special City Council Meeting - Coffee with the Mayor

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis to approve the March 24, 2021 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the March 30, 2021 Special City Council Meeting - Electric Utility Board minutes; the April 13, 2021 Regular City Council Meeting minutes; and the April 14, 2021 Special City Council Meeting - Coffee with the Mayor minutes.

Vote: 7 - 0 Motion carried

8. 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 Shelia Patterson Harris, seconded by Council Member Latrelle Joy to approve Items 8.1-8.24.

Vote: 7 - 0 Motion carried

- 8. 1. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0042, Amendment 19, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Federal Aviation Administration.
- 8. 2. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0043, Amendment 20, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.
- 8. 2. 1. Resolution - Public Health Services:** Resolution No. 2021-R0166 authorizing the Mayor to execute Contract HHS001019500024, under the COVID-19 Immunizations Grant Programs, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services.
- 8. 3. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0053, Amendment 21, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for Fleet Capital Improvements.
- 8. 4. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0054, Amendment 22, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund to appropriate funding for the purchase of customer service and payment equipment.
- 8. 5. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-O0055, Amendment 23, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power & Light Capital Budget; providing for filing; and providing for a savings clause.

8. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2021-00056, Amendment 24, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund for the addition of one full-time position.
8. 7. **Resolution - Risk Management:** Resolution No. 2021-R0167 authorizing the Mayor to execute Contract 15810 with Heritage-RM dba Sanford & Tatum Insurance Agency and USI Southwest, Inc. for consulting and broker services for property and casualty insurance.
8. 8. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2021-00044, abandoning and closing a portion of a sewer line easement, located in Section 25, Block E-2, Lubbock County, Texas.
8. 9. **Resolution - Right-of-Way:** Resolution No. 2021-R0168 authorizing the Mayor to execute a Street Use License/Groundwater Monitoring Well Permit with the Air Force Civil Engineering Center (AFCEC) to install and maintain seven groundwater monitoring wells for collecting water samples.
8. 10. **Resolution - Right-of-Way:** Resolution No. 2021-R0169 rejecting all bids received for ITB 21-15787-MA, for the sale of property at 1502 Vanham Avenue, Wilson, Texas.
8. 11. **Resolution - Engineering:** Resolution No. 2021-R0170 authorizing the Mayor to execute a Standard Utility Agreement (SUA) with the Texas Department of Transportation (TxDOT) for the Loop 88 Sewer Line Relocation Project.
8. 12. **Resolution - Public Works Solid Waste:** Resolution No. 2021-R0171 authorizing the Mayor to accept and execute, on behalf of the City of Lubbock, four Garbage Service Collection Easements, in connection with real property described as Lots 5 through 8, Villas of Country Place Addition to the City of Lubbock, Lubbock County, Texas.
8. 13. **Resolution - Water Utilities:** Resolution No. 2021-R0172 authorizing the Mayor to execute a new five-year Interlocal Water Sales Agreement, and all related documents, with the Lubbock Cooper Independent School District - Woodrow Campus, for the continued purchase of water from the City's potable water system.
8. 14. **Resolution - Water Utilities:** Resolution No. 2021-R0173 authorizing the Mayor to execute Contract 15645, and all related documents, with West Texas Services, Inc. DBA Tom's Tree Place, for landscape and tree maintenance, for the Water Utilities Demonstration Garden located at 406 Municipal Drive.
8. 15. **Resolution - Business Development:** Resolution No. 2021-R0174 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Sally Blair, LLC at 1320 19th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

8. 16. **Resolution - Business Development:** Resolution No. 2021-R0175 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Torres Misc. at 1630 13th Street, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.
8. 17. **Resolution - Business Development:** Resolution No. 2021-R0176 approving an East- Side Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Angelina Moses for the Mackenzie Village Shopping Center, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
8. 18. **Resolution - Business Development:** Resolution No. 2021-R0177 approving an East Side Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Angelina Moses for the Mackenzie Village Shopping Center, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.
8. 19. **Resolution - Business Development:** Resolution No. 2021-R0178 authorizing the Mayor to execute Contract 15878, with James Padgett Painting, Inc., for providing professional services for the installation of public art in the Broadway Tunnel, generally located between Avenue A and Avenue E on Broadway.
8. 20. **Resolution - Public Health Services:** Resolution No. 2021-R0179 ratifying the acts of the Mayor in executing, for and on behalf of the City of Lubbock, Amendment No. 5 to the Public Health Emergency Preparedness Cooperative Agreement, Contract No. 537-18-0127-0001, and any associated documents, between the City of Lubbock and the State of Texas acting by and through its Department of State Health Services.
8. 21. **Resolution - Community Development:** Resolution No. 2021-R0180 authorizing the Mayor to accept for and on behalf of the City of Lubbock, a General Warranty Deed associated with vacant lots located in the Phyllis Wheatley Addition, and owned by the Urban Renewal Agency of the City of Lubbock, Texas.
8. 22. **Resolution - Aviation:** Resolution No. 2021-R0181 authorizing the Mayor to execute Purchase Order 25101354, with ADB Safegate, for the terminal apron lighting retrofit at the Lubbock Preston Smith International Airport.
8. 23. **Resolution - Information Technology:** Resolution No. 2021-R0182 authorizing the Mayor to execute Service Contract 15849, with Vexus Fiber, for the upgrade and installation of Dark Fiber to add capacity and increased stability to the Public Safety radio system.
8. 24. **Resolution - Police:** Resolution No. 2021-R0183 authorizing the Mayor to execute Purchase Order 10023971, with Lexipol LLC, for policy and document management services through a proprietary web-based platform for the Lubbock Police Department.
9. **Regular Agenda**

- 9. 1. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0045, for Zone Case 2538-S, a request of Westar Commercial Realty, LLC for Texas Green, LLC, for a zone change to Light Manufacturing District (M-1) from Single-Family District (R-1), generally located south of 19th Street and east of Gatland Avenue, on 4.735 acres of unplatted land out of Block AK, Section 41.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0045.

Vote: 7 - 0 Motion carried

- 9. 2. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0046, for Zone Case 2921-C, a request of Hugo Reed and Associates, Inc. for UMC Health System, for a Specific Use for a Hospital on property zoned Commercial District (C-4) at 11003, 11011 and 11109 Slide Road, located south of 110th Street and east of Slide Road, on 13.6 acres of unplatted land out of Block E2, Section 16.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0046.

Vote: 7 - 0 Motion carried

- 9. 3. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0047, for Zone Case 3047-Z, a request of Hugo Reed and Associates, Inc. for TK & RB Investments, LLC, for a zone change to General Retail District (C-3) from Central Business District, General (CB-3) Specific Use, generally located south of 114th Street and west of Quaker Avenue, on 1.1 acres of unplatted land out of Block E2, Section 23.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0047.

Vote: 7 - 0 Motion carried

- 9. 4. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0052, for Zone Case 3145-H, a request of Cox/Dirks Architects P.C. for Ramar Communications, for a Specific Use for Antennas, Towers and Alternative Tower Structures, on a property zoned Central Business District, Civic Center (CB-5) at 612 Avenue O, located north of 8th Street and west of Avenue O, Memorial Center Addition, Block 7, Lot 3-A.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0052.

Vote: 7 - 0 Motion carried

- 9. 5. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0048, for Zone Case 3257-K, a request of Hugo Reed and Associates, Inc. for 1585 Development LLC, for a zone change to Local Retail District (C-2) from Garden Office District (GO) and Apartment Medical District (AM) at 13501 and 13701 Indiana Avenue, located south of 135th Street and east of Indiana Avenue, on 1.3 acres of unplatted land out of Block AK, Section 1.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0048.

Vote: 7 - 0 Motion carried

- 9. 6. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0049, for Zone Case 3428, a request of Gregory Dane Church, for a zone change to Two-Family District (R-2) with a Specific Use for a Travel Trailer Park from Two-Family District (R-2), Commercial District (C-4), and Interstate Highway Commercial District (IHC), generally located north of 77th Street and east of Avenue P, on 35.897 acres of land out of Block E, Section 5.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0049.

Vote: 7 - 0 Motion carried

- 9. 7. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0050, for Zone Case 3429, a request of SK Architecture Group for True North, for a zone change from Neighborhood Service District (C-1) to Family Apartment District (A-1) at 2124 15th Street, located on the north side of 15th Street and east of Avenue V, Overton Addition Block 53, Lot 13.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0050.

Vote: 7 - 0 Motion carried

- 9. 8. Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0051, for Zone Case 3430, a request of Centerline Engineering, LLC for Blackstone Development, for a zone change to Local Retail District (C-2) and Single-Family District (R-1) with a Specific Use for Garden Homes from Transition District (T), generally located north of 110th Street and west of Milwaukee Avenue, on 28.15 acres of unplatted land out of Block AK, Section 22.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2021-O0051

Vote: 7 - 0 Motion carried

- 9. 9. Ordinance 1st Reading- Planning:** Consider a request for Zone Case 2565-E, a request of Vipul and Indira Patel, for a Specific Use for a Travel Trailer Park on property zoned Interstate Highway Commercial District (IHC), at 5930 Avenue Q South Drive, located south of 58th Street and east of Avenue L, Carlton Heights Addition, Tract A, and the northwest part of Tract F, totaling 2.85 acres of land out of Block E, Section 2, and 5903 Avenue L, located south of 58th Street and east of Avenue L, on 8.138 acres of unplatted land out of Block E, Section 2, and consider an ordinance.

This item failed.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Neil Patel, representing the proponents, gave comments and answered questions from City Council.

Motion by Council Member Randy Christian, seconded by Council Member Jeff Griffith to approve this item.

Vote: 0 - 7 Failed

NAY: Mayor Daniel M. Pope
Mayor Pro Tem Steve Massengale
Council Member Juan A. Chadis
Council Member Randy Christian
Council Member Jeff Griffith
Council Member Latrelle Joy
Council Member Shelia Patterson Harris

- 9. 10. Resolution - City Manager:** Resolution No. 2021-R0184 approving the settlement agreement between the cities of Amarillo, Lubbock, Dalhart, and Channing, and Atmos Energy Corporation, regarding the Atmos Application to Increase Rates, filed with the City on September 30, 2020.

Jarrett Atkinson, city manager; and Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith to approve Resolution No. 2021-R0184.

Vote: 7 - 0 Motion carried

- 9. 11. Resolution - City Manager:** Resolution No. 2021-R0185 approving the Notice of Intent to Reduce Rates from Atmos Energy Corporation within the incorporated area of Lubbock.

Jarrett Atkinson, city manager; and Blu Kostelich, chief financial officer, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2021-R0185.

Vote: 7 - 0 Motion carried

5:56 P.M. CITY COUNCIL ADJOURNED

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

The May 11, 2021 Regular City Council Meeting minutes were approved by the City Council on the 8th day of June, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

7. 1.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0057, Amendment 25, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to amend full-time equivalent (FTE) positions in Animal Services, providing for filing; and providing for a savings clause.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

Amend the Animal Service Department Cost Center 5311, by adding 2 full-time Kennel Attendant positions.

No additional funding is required. The kennel cleaning service contract will not be renewed.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND FULL-TIME EQUIVALENT POSITIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #25) for municipal purposes, as follows:

- I. Amend the Animal Services Department 5311 by adding two additional full-time position Kennel Attendant positions.

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 2.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0058, Amendment 26, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Treasury.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

Accept and appropriate \$6,189,025.60 from the U.S. Department of Treasury for Emergency Rental Assistance 2.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE U.S. DEPARTMENT OF TREASURY; 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #26) for municipal purposes, as follows:

- I. Accept and appropriate \$6,189,025.60 from the U.S. Department of Treasury for Emergency Rental Assistance 2.

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 3.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0059, Amendment 27, amending the FY 2020-21 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance and Market Lubbock, Inc. - Visitors Bureau.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

1. Amend the FY 2020-21 Lubbock Economic Development Alliance, Inc. Operating Budget as shown in Exhibit A.
2. Amend the FY 2020-21 MLI - Visit Lubbock Operating Budget as shown in Exhibit B.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Exhibit A

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE AND MARKET LUBBOCK INC. (MLI) – VISITORS BUREAU (VISIT LUBBOCK); 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #27) for municipal purposes, as follows:

- I. Amend the FY 2020-21 Lubbock Economic Development Alliance, Inc. Operating Budget as Shown in Exhibit A.
- II. Amend the FY 2020-21 MLI – Visit Lubbock Operating Budget as shown in Exhibit B.

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

Exhibit A
Lubbock Economic Development Alliance, Inc.
Approved Revised Budget
Fiscal Year 2020-21

	Approved Budget FY 20-21	Approved Revised FY 20-21
REVENUES		
Sales Tax Funding	\$ 6,799,676	\$ 6,799,676
Investment Income	130,000	130,000
Grant from Dept. of Commerce EDA	1,467,262	-
Lease Income	13,000	49,000
Lubbock Business Park TIF Reimbursement	3,265,503	3,153,965
Sale of Inventory	0	3,763,870
Total Revenue Sources	11,675,441	13,896,511
Utilization of Non-Cash Assets - Land	18,000	39,000
Utilization of Net Assets	10,195,671	17,945,868
TOTAL REVENUES	\$ 21,889,112	\$ 31,881,379
EXPENSES		
PERSONNEL		
Salaries	1,251,800	1,251,800
Employee Benefits	321,500	321,500
PERSONNEL SUBTOTAL	1,573,300	1,573,300
ADMINISTRATIVE		
Bank Charges	500	500
Pre-employment	3,000	3,000
Repairs & Maintenance	5,000	5,000
Repairs & Maintenance - Business Parks	196,000	196,000
Professional Services	185,000	185,000
Meeting Expense	15,500	15,500
Insurance	20,000	40,000
Miscellaneous	12,000	12,000
Professional Memberships/Dues/Subscriptions/Licenses	146,100	146,100
Travel/Training	77,300	77,300
ADMINISTRATIVE SUBTOTAL	660,400	680,400
OFFICE		
Office Supplies	22,500	22,500
Office Equipment Rental	11,200	11,200
Office Rent	118,000	118,000
Telephone	19,200	19,200
Postage	4,000	4,000
OFFICE SUBTOTAL	174,900	174,900
MARKETING AND SALES		
Promotions/Advertising	589,000	589,000
Meeting Expense	31,000	31,000
Travel	129,300	89,300
MARKETING AND SALES SUBTOTAL	749,300	709,300
BUSINESS INCENTIVES/SPECIAL PROJECTS		
Special Projects	5,855,500	5,855,500
Incentive Fund - Direct Business Incentives	1,512,000	947,000
BUSINESS INCENTIVES/SPECIAL PROJECTS SUBTOTAL	7,367,500	6,802,500
CAPITAL COSTS		
Furniture, Fixtures & Equipment	20,300	25,300
Miscellaneous Land Purchases	500,000	10,208,420
Lubbock Business Park & Railport	10,843,412	11,707,259
CAPITAL COSTS SUBTOTAL	11,363,712	21,940,979
TOTAL EXPENSES	\$ 21,889,112	\$ 31,881,379

Lubbock Economic Development Alliance, Inc.
Schedule of Explanation for Selected Accounts
Approved Revised Budget
Fiscal Year 2020-21

	Approved 2019-20	Proposed Revised 2020-21	Difference	Explanation
REVENUES				
1 Grant from Dept. of Commerce EDA	1,467,262	0	(1,467,262)	The project associated with the EDA grant is on hold for the current budget year. We anticipate using the EDA granted funds within the next two years on projects locating at the Railport.
2 Lease Income	13,000	49,000	36,000	With the purchase of land this fiscal year, there are some farm rents coming to LEDA.
3 Lubbock Business Park TIF Reimbursement	3,265,503	3,153,965	(111,538)	LBP TIF reimbursement for the construction of N. Ivory Ave. in Lubbock Business Park. LEDA expects construction to begin and be completed in FY 2020/21.
4 Sale of Inventory	0	3,763,870	3,763,870	Funds that LEDA received for the sale of land at LBP to ET Lubbock, LLC for the Amazon sort facility
5 Utilization of Non-Cash Assets - Land	18,000	39,000	21,000	Use of land at LBP for anticipated projects in this year
6 Utilization of Net Assets	10,195,671	17,945,868	7,750,197	Use of cash net assets for anticipated projects that could be needed in the current fiscal year.
EXPENSES				
ADMINISTRATIVE				
7 Insurance	20,000	40,000	20,000	Increase need of insurance related to the purchase of property, i.e., liability, crop and equipment coverage.
MARKETING AND SALES				
8 Travel	129,300	89,300	(40,000)	Overall reduction in travel in the current year as many trade shows and face-to-face meetings are just now beginning to take place.
BUSINESS INCENTIVES/SPECIAL PROJECTS				
9 Incentive Fund - Direct Business Incentives	1,512,000	947,000	(565,000)	Two projects that we anticipated closing in the current year have slowed down due to the pandemic
CAPITAL COSTS				
10 Furniture, Fixtures & Equipment	20,300	25,300	5,000	Additional technology equipment and upgrades.
11 Miscellaneous Land Purchases	500,000	10,208,420	9,708,420	Potential projects requiring land acquisition.
12 Lubbock Business Park & Railport	10,843,412	11,707,259	863,847	Original budget based on the completion of E. Vassar Street. The successful landing of Amazon required the completion of the north side of the Business Park rather than the southern portion.

Exhibit B
Visit Lubbock
(Convention and Visitors Bureau and Lubbock Sports)
Approved Revised Budget
Fiscal Year 2020-21

	Approved Budget 2020-21	Approved CVB 2020-21	Approved Sports 2020-21	Approved Amended Budget 2020-21	Approved Amended CVB 2020-21	Approved Amended Sports 2020-21
REVENUES						
Hotel/Motel Tax Revenue	3,147,166	2,373,470	773,696	3,147,166	2,373,470	773,696
HOT True-Up - CVB/LSA	-	-		322,321 ¹	243,082	79,239
Investment Income	20,000	15,200	4,800	20,000	15,200	4,800
Sale of Promotional Items	1,500	1,500		1,500	1,500	
Advertising Income	-			-		
Events Trust Fund Reimbursement	37,100		37,100	37,100		37,100
Event Revenue	15,000		15,000	15,000		15,000
Payroll Protection Plan Loan Proceeds				232,360 ²	196,722	35,638
Total Revenue Sources	3,220,766	2,390,170	830,596	3,775,447	2,829,974	945,473
Utilization of Net Assets	877,534	745,904	131,630	452,353 ³	384,500	67,853
Grant from CVB		(402,714)	402,714	-	(402,714)	402,714
TOTAL REVENUES	\$ 4,098,300	\$ 2,733,360	\$ 1,364,940	\$ 4,227,800	\$ 2,811,760	\$ 1,416,040
EXPENSES						
PERSONNEL						
Compensation	\$ 1,075,400	855,020	220,380	1,075,400	855,020	220,380
Employee Benefits	\$ 261,800	215,400	46,400	261,800	215,400	46,400
PERSONNEL SUBTOTAL	1,337,200	1,070,420	266,780	1,337,200	1,070,420	266,780
ADMINISTRATIVE						
Bank Charges	1,000	800	200	1,000	800	200
Automobile	5,500	4,400	1,100	5,500	4,400	1,100
Pre-Employment	1,000	800	200	1,000	800	200
Member Dues/Subscriptions	60,000	48,000	12,000	64,000 ⁴	52,000	12,000
Miscellaneous Expense	5,000	4,000	1,000	5,000	4,000	1,000
Professional Services	164,400	131,500	32,900	164,400	131,500	32,900
Insurance/Workers Comp.	12,600	10,080	2,520	12,600	10,080	2,520
Repairs and Maintenance	1,500	1,200	300	3,000 ⁵	2,400	600
Capital Asset Purchase	30,000	24,000	6,000	37,000 ⁶	29,600	7,400
Business Meetings	2,000	1,600	400	2,000	1,600	400
ADMINISTRATIVE SUBTOTAL	283,000	226,380	56,620	295,500	237,180	58,320
OFFICE						
Postage and Shipping	5,000	4,000	1,000	5,000	4,000	1,000
Rent	106,100	84,900	21,200	106,100	84,900	21,200
Storage Fees	3,000	2,400	600	3,000	2,400	600
Supplies	25,000	20,000	5,000	25,000	20,000	5,000
Telephone	19,200	15,400	3,800	26,200 ⁷	21,000	5,200
OFFICE SUBTOTAL	158,300	126,700	31,600	165,300	132,300	33,000
MARKETING/SALES						
Industry Conventions	70,000	56,000	14,000	70,000	56,000	14,000
Incentives	90,000	90,000	-	90,000	90,000	-
Convention and Sports Sales	503,500	241,500	262,000	518,500 ⁸	251,500	267,000
Servicing Items	65,000	52,000	13,000	65,000	52,000	13,000
Site Tours	71,500	61,500	10,000	71,500	61,500	10,000
Marketing	929,700	743,760	185,940	994,700 ⁹	795,760	198,940
Public Relations	80,100	65,100	15,000	80,100	65,100	15,000
Sports Servicing	510,000	-	510,000	540,000 ¹⁰	-	540,000
MARKETING/SALES SUBTOTAL	2,319,800	1,309,860	1,009,940	2,429,800	1,371,860	1,057,940
TOTAL OPERATING EXPENSE	\$ 4,098,300	\$ 2,733,360	\$ 1,364,940	\$ 4,227,800	\$ 2,811,760	1,416,040
	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ -

Visit Lubbock
Schedule of Explanation for Selected Accounts
Approved Revised Budget
Fiscal Year 2020-21

		Approved 2020-21	Approved 2020-21	Difference	Explanation
REVENUES					
1	HOT True-Up - CVB/LSA	-	322,321	322,321	City revised the current year VL budget for FY2019-20 True-Up of HOT revenue
2	Payroll Protection Plan Loan Proce	-	232,360	232,360	With Board approval, VL made application and received a PPP forgivable loan from the second release of funds that included travel and tourism entities that were adversely affected by the pandemic.
3	Utilization of Net Assets	877,534	452,353	(425,181)	As a result of the HOT True-Up and PPP loan, VL was able to reduce the by just over \$425k.
EXPENSES					
4	Member Dues/Subscriptions	60,000	64,000	4,000	Ensure the ability to purchase sponsorships at the appropriate level as tradeshow begin again
5	Repairs and Maintenance	1,500	3,000	1,500	VL has implemented the quarterly sanitization service of the offices to prevent the spread of illness
6	Capital Asset Purchase	30,000	37,000	7,000	Anticipate the need to add additional computer and iPhone to accommodate increased internally produced videos for the various social media channels
7	Telephone	19,200	26,200	7,000	Upgrade in internet speed, capacity and reliability.
8	Convention and Sports Sales	503,500	518,500	15,000	Ensure the ability to purchase sponsorships at the appropriate level as tradeshow begin again
9	Marketing	929,700	994,700	65,000	Increased emphasis on digital media buys and social media opportunities
10	Sports Servicing	510,000	540,000	30,000	Hosting 3 new baseball tournaments in July and August



Regular City Council Meeting

7. 4.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 30, amending the FY 2020-21 Budget for municipal purposes respecting the Airport Capital Fund to appropriate additional funding for the Capital Improvement Project 8648 Airport Pavement Maintenance.

Item Summary

1. Amend CIP 8648, Airport Pavement Maintenance, and increase the appropriation and funding by \$409,690 from \$400,000 to \$809,690. The additional funding will come from the Airport Coronavirus Response Grant Program (ACRGP).

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL FUND TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 8648 AIRPORT PAVEMENT MAINTENANCE; 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #30) for municipal purposes, as follows:

- I. Amend CIP 8648, Airport Pavement Maintenance, and increase the appropriation and funding by \$409,690 from \$400,000 to \$809,690. The additional funding will come from the Airport Coronavirus Response Grant Program (ACRGP).

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

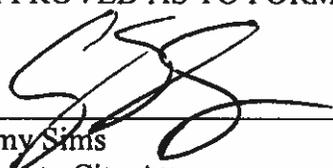
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 5.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 31, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Operating and Capital Funds to appropriate additional funding for Capital Improvement Project (CIP) 92455 Water Meter Replacements.

Item Summary

1. Amend the FY 2020-21 Water/Wastewater Operating Budget by increasing the Transfer to Water Capital by \$510,000 from \$5,340,000 to \$5,850,000. The funding will be cash from Water/Wastewater Fund Balance.
2. Amend CIP 92455, Water Meter Replacements, and increase the appropriation and funding by \$510,000 from \$2,180,000 to \$2,690,000. The additional funding will come from the Water/Wastewater Fund Balance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER/WASTEWATER OPERATING AND CAPITAL FUNDS TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 92455 WATER METER REPLACEMENTS; 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #31) for municipal purposes, as follows:

- I. Amend the FY 2020-21 Water/Wastewater Operating Budget by increasing the Transfer to Water Capital by \$510,000 from \$5,340,000 to \$5,850,000. The funding will be cash from Water/Wastewater Fund Balance.
- II. Amend CIP 92455, Water Meter Replacements, and increase the appropriation and funding by \$510,000 from \$2,180,000 to \$2,690,000. The additional funding will come from the Water/Wastewater Fund Balance.

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 6.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 32, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund Operating, General Fund Capital, and Information Technology Operating Fund to appropriate additional funding for Capital Improvement Project 8646 Public Safety CAD, Mobile, and RMS Software.

Item Summary

1. Amend the FY 2020-21 Police Administration Operating Budget by reducing Professional Services by \$25,000 from \$303,260 to \$278,260.
2. Amend the FY 2020-21 Fire Suppression Operating Budget by reducing Capital Outlay/Reimbursements by \$1,750 from \$281,226 to \$279,476.
3. Amend the FY 2020-21 General Fund Operating Budget by increasing the Transfer to General Fund Capital by \$26,750 from \$15,489,618 to \$15,516,368.
4. Amend the FY 2020-21 Information Technology Operating Fund by reducing Capital Outlay/Reimbursements by \$1,750 from \$620,000 to \$618,250.
5. Amend the FY 2020-21 Information Technology Operating Budget by increasing the Transfer to General Capital by \$1,750 from \$0 to \$1,750.
6. Amend CIP 8646, Public Safety CAD, Mobile, and RMS Software, and increase the appropriation and funding by \$28,500 from \$100,000 to \$128,500. The funding will be cash from the General Fund and Information Technology Operating Fund.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND OPERATING, GENERAL FUND CAPITAL, AND INFORMATION TECHNOLOGY OPERATING FUND TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 8646 PUBLIC SAFETY CAD, MOBILE, AND RMS SOFTWARE; 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #32) for municipal purposes, as follows:

- I. Amend the FY 2020-21 Police Administration Operating Budget by reducing Professional Services by \$25,000 from \$303,260 to \$278,260.
- II. Amend the FY 2020-21 Fire Suppression Operating Budget by reducing Capital Outlay/Reimbursements by \$1,750 from \$281,226 to \$279,476.
- III. Amend the FY 2020-21 General Fund Operating Budget by increasing the Transfer to General Fund Capital by \$26,750 from \$15,489,618 to \$15,516,368.
- IV. Amend the FY 2020-21 Information Technology Operating Fund by reducing Capital Outlay/Reimbursements by \$1,750 from \$620,000 to \$618,250.
- V. Amend the FY 2020-21 Information Technology Operating Budget by increasing the Transfer to General Capital by \$1,750 from \$0 to \$1,750.
- VI. Amend CIP 8646, Public Safety CAD, Mobile, and RMS Software, and increase the appropriation and funding by \$28,500 from \$100,000 to \$128,500. The funding will be cash from the General Fund and Information Technology Operating Fund.

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7.7.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 33, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.

Item Summary

1. Accept and appropriate \$126,292 from the Texas Department of State Health Services for the HIV Prevention Services Project through the HIV Prevention Grant, increasing the total of the not to exceed amount from \$389,439 to \$515,731, with an established end date of August 31, 2022.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #33) for municipal purposes, as follows:

- I. Accept and appropriate \$126,292 from the Texas Department of State Health Services for the HIV Prevention Services Project through the HIV Prevention Grant increasing the total not to exceed from \$389,439 to \$515,731 with an established end date of August 31, 2022.

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7. 8.

Meeting Date: 06/08/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 34, amending the FY 2020-21 Budget for municipal purposes respecting the Water/Wastewater Capital Fund to appropriate additional funding for Capital Improvement Project 92587 Loop 88 Sewer Line Relocation.

Item Summary

1. Amend CIP 92587, Loop 88 Sewer Line Relocation, and increase the appropriation and funding by \$859,132 from \$750,000 to \$1,609,132. The funding will be from the Texas Department of Transportation (TxDOT).

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER/WASTEWATER CAPITAL FUND TO APPROPRIATE ADDITIONAL FUNDING FOR THE CAPITAL IMPROVEMENT PROJECT 92587 LOOP 88 SEWER LINE RELOCATION; 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 2020-21 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2020-21 (Budget Amendment #34) for municipal purposes, as follows:

- I. Amend CIP 92587, Loop 88 Sewer Line Relocation, and increase the appropriation and funding by \$859,132 from \$750,000 to \$1,609,132. The funding will be from the Texas Department of Transportation (TxDot).

SECTION 2. THAT 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. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

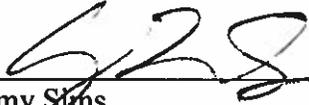
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney



Regular City Council Meeting

7.9.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2021-O0061, abandoning and closing a portion of a 15-foot alley located in Block 1, Hewett Addition, Lubbock County, Texas.

Item Summary

On May 25, 2021, 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 172.50-foot long by 15-foot wide alley located at 3331 34th Street. The closure will allow the property to be redeveloped into a Murphy Express convenience store.

Using Lubbock Central Appraisal District values, the Right-of-Way Department appraised the land at \$2.50 per square foot, for a total of \$6,470. A utility and garbage collection easement will be dedicated back to the City at no cost; therefore, there will be a 50% credit for a total due to the City of \$3,235.

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

Fiscal Impact

\$3,235 revenue to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

ROW Abandon and Close 15-foot Alley, Hewett Addition

Exhibit A -Closure of a 15-foot Alley - Block 1 Hewett Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A 15-FOOT ALLEY LOCATED IN BLOCK 1, HEWETT ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AS RECORDED IN VOLUME 485, PAGE 295, OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING A UTILITY EASEMENT AND A GARBAGE COLLECTION EASEMENT; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING AND RESERVATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 2. THAT an easement is hereby reserved on the property described in Section 1, above, and such easement is reserved and retained for utility easement purposes and garbage collection purposes with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. 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 4. 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 5. 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 _____, 2021.

Passed by the City Council on second reading this _____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Ord.A&C-15-foot alley, Hewett Addition
5.10.21

JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Central Texas ★ West Texas



FIELD NOTES to that certain tract being a portion of a 15 foot alley as shown on and being dedicated by *Hewett Subdivision*, an addition in the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Volume 485, Page 295, Plat Records, Lubbock County, Texas; the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.):

BEGINNING at a point on the south lot line of Lot 5 of said *Hewett Subdivision*, being the southeast corner of a save & except being described in the deed to Benton Oil Company, recorded in Volume 1537, Page 320, Deed Records, Lubbock County, Texas;

THENCE NORTH 90° 00' 00" EAST, with the south lot lines of Lots 5, 4, and 3 of said *Hewett Subdivision*, a distance of 172.50 feet to the southeast lot corner of said Lot 3;

THENCE SOUTH 00° 00' 00" EAST, over and across said 15 foot alley, a distance of 15.00 feet to the south right-of-way line of said 15 foot alley, being the northeast lot corner of Lot 8 of said *Hewett Subdivision*;

THENCE NORTH 90° 00' 00" WEST, with the north lot lines of Lots 8, 7, and 6 of said *Hewett Subdivision*, a distance of 172.50 feet;

THENCE NORTH 00° 00' 00" EAST, over and across said alley, a distance of 15.00 feet to the **POINT OF BEGINNING** and enclosing 0.059 acres (±2,588 square feet).

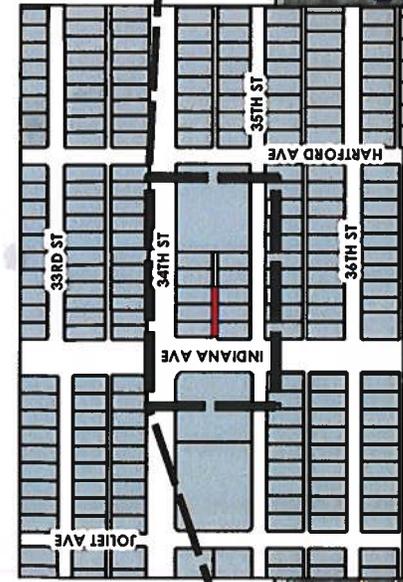
Dallas-Fort Worth
785 Lonesome Dove Trail
Hurst, Texas 76054
(817)431-4971
Firm #10019500

West Texas
1516 E. Palm Valley Blvd., A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

West Texas
426 Graham Street
Tuscola, Texas 79562
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

**Proposed Closure of a Portion of a 15' Wide Alley (V485 P295)
Located in Block 1, Hewett Addition**



15' Wide Alley (V485 P295)
Portion Proposed for Closure
(~2,588 Sq. Ft.)



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

Digital Orthophotography - April 2020





Regular City Council Meeting

7. 10.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of a Drainage Easement located in Section 7, Block JS, Lot 26, Spanish Bit Court Addition, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of a Drainage Easement (CCFN # 2016013471) located in Section 7, Block JS, Lot 26, Spanish Bit Court Addition, Lubbock County, Texas, adjacent to the Spanish Bit Court Development. The drainage easement is being relocated on a future plat.

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

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance - Closure a Portion of a Drainage Easements - Section 7 Block JS

Exhibit A -Closure a Portion of a Drainage Easements - Section 7 Block JS

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT LOCATED IN SECTION 7, BLOCK JS, LOT 26, SPANISH BIT COURT ADDITION, LUBBOCK COUNTY, TEXAS AS DESCRIBED IN COUNTY CLERK FILE NUMBER 2016013471 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement hereinafter described in the body of this Ordinance is 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 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 _____, 2021.

Passed by the City Council on second reading this ____ day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



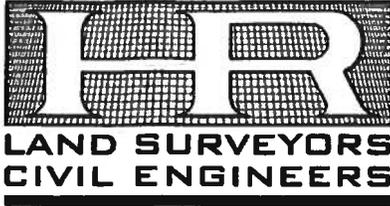
Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Ord.A&C-Drainage Easements-Section 7, Block JS, Lot 26 Spanish Bit Court
5.17.21



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-780
TEXAS LICENSED SURVEYING FIRM 100876-00

EXHIBIT "A" DRAINAGE EASEMENT TO BE CLOSED

METES AND BOUNDS DESCRIPTION of a portion of Lot 26, Spanish Bit Court, a subdivision located in Section 7, Block JS, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2016013471 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the West right-of-way line of North Private Road 1720, granted by plat recorded under County Clerk File Number (CCFN) 2016013471 of the Official Public Records of Lubbock County, Texas (OPRLCT), for the most Easterly Southeast corner of Lot 56, said Spanish Bit Court, for the Southwest corner of this tract;

THENCE N. 01°47'44" E. along the West right-of-way line of said North Private Road 1720 and the Eastern boundary of said Lot 56, a distance of 31.10 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a point of curvature;

THENCE Northeasterly, continuing along said West right-of-way line, along the Eastern boundary of said Lot 56 and the Southern boundary of Lot 57, said Spanish Bit Court, along a curve to the right, said curve having a radius of 67.00 feet, a central angle of 90°00'00", a chord distance of 94.75 feet and a chord bearing of N. 46°47'44" E. to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a point of tangency in the North right-of-way line of Private Road 6440, granted by plat recorded under CCFN 2016013471, OPRLCT;

THENCE S. 88°12'16" E., along the North right-of-way line of said Private Road 6440, continuing along the Southern boundary of said Lot 57, and the Southern boundary of Lot 58, said Spanish Bit Court, a distance of 142.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Southeast corner of said Lot 58 and the Northeast corner of this tract;

THENCE S. 01°47'44" W. a distance of 52.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of said Private Road 6440 for the Northeast corner of Lot 31, said Spanish Bit Court and the Southeast corner of this tract;

THENCE N. 88°12'16" W., along the South right-of-way line of said Private Road 6440 and the Northern boundary of said Lot 31, a distance of 142.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northwest corner of said Lot 31;

THENCE S. 46°47'44" W., continuing along the said South right-of-way line and the Northern boundary of said Lot 31, a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the East right-of-way line of said Private Road 1720 for the most Westerly Northwest corner of said Lot 31;

THENCE S. 01°47'44" W., along the East right-of-way line of said North Private Road 1720 and the Western boundary of said Lot 31, a distance of 31.10 feet to a point;

THENCE N. 88°12'16" W. a distance of 52.00 feet to the Point of Beginning.

Contains 0.2850 acres

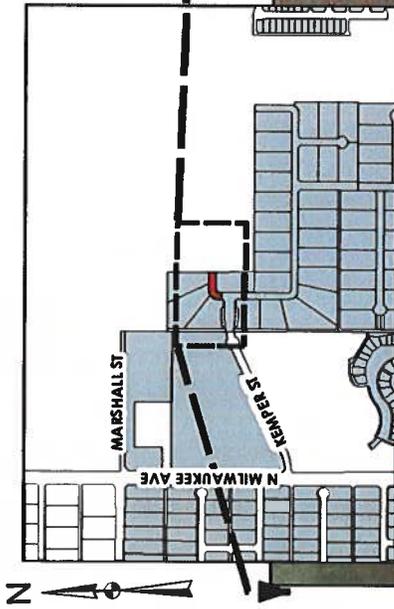
Bearings relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

Surveyed on the ground
April 30, 2015

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



**Proposed Closure of a Portion of a
Drainage Easement (CCFN 2016013471)
Located in Section 7, Block JS, Lot 26, Spanish Bit Court Addition**



CCFN 2016013473

Portion of Drainage Easement
Proposed for Closure
(~12,415 Sq. Ft.)

Legend

- Proposed Drainage Easement Closure
- Drainage Easements



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.



Regular City Council Meeting

7. 11.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute an Easement and Right-of-Way by and between the City of Lubbock and Oncor Electric Delivery Company, LLC ("Oncor"), to be utilized for electric power and communication lines and associated equipment over, under, along, to, from, and through land more particularly described in Exhibits A and B to the Easement and Right-of-Way, and including certain areas along the following transmission lines across the City's Hancock Land Application Site.

Item Summary

Lubbock Power & Light (LP&L) filed before the Public Utility Commission of Texas ("PUC") its Application of the City of Lubbock Through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas ("ERCOT"), Docket Number 47576 (the "Application"), on or about September 1, 2017. The portion of LP&L's load, subject to that Application, is more particularly defined therein as the "Affected Load."

The PUC approved LP&L's Application to integrate the Affected Load into ERCOT by its Order dated March 15, 2018, in PUC Docket No. 47576, styled Application for the City of Lubbock through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas (the "Order").

As a part of that Order, the PUC ordered LP&L and Sharyland Utilities ("Sharyland"), as end point owners of the subject transmission infrastructure ("Infrastructure") required to be constructed to integrate the Affected Load into ERCOT, to agree to the split of ownership of such infrastructure. This agreement was accomplished through the Participation Agreement (the "PA"), entered into by and between LP&L and Sharyland.

Subsequent to entering into the PA, Sharyland was acquired by merger and acquisition by Oncor Electric Delivery Company ("Oncor"). As part of the merger and acquisition, Oncor succeeded to all benefits and obligations of Sharyland under the PA.

Oncor had responsibility under the PA to construct 345 kV and 115 kV transmission lines, some of which will be transferred to LP&L ownership and operation at a later date. Portions of these facilities were constructed on land owned by the City of Lubbock, including the Hancock Land Application Site in Lynn County. This Easement and Right-of-Way being granted to Oncor is for the transmission and communication lines and associated equipment (the "Facilities") retained by Oncor, over, under, along, to, from, and through land more particularly described in Exhibits A and B, attached to the Easement and Right-of-Way across the Hancock Land Application Site.

Fiscal Impact

The fiscal impact has previously been approved by the Electric Utility Board and the City Council.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

LPandL Resolution - Easement and ROW to Oncor
Easement and Right-of-Way to Oncor Electric Delivery

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned electric utility of the City of Lubbock ("LP&L");

WHEREAS, LP&L filed before the Public Utility Commission of Texas ("PUC") its *Application of the City of Lubbock Through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas* ("ERCOT"), Docket Number 47576 (the "Interconnection Application"), on or about September 1, 2017;

WHEREAS, the portion of LP&L's load subject to the Application is more particularly defined therein and herein as the "Affected Load";

WHEREAS, the Application to integrate the Affected Load into ERCOT was granted by the PUC, as evidenced by its Order dated March 15, 2018, in PUC Docket No. 47576, styled *Application of the City of Lubbock Through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas*;

WHEREAS, as a part of the Order, the PUC ordered LP&L and Sharyland Utilities ("Sharyland"), as end point owners of the subject transmission infrastructure required to be constructed to integrate the Affected Load into ERCOT (the "Facilities"), to agree to the split of ownership of the Facilities;

WHEREAS, such agreement was accomplished through the participation agreement entered into by and between LP&L and Sharyland ("Participation Agreement") whereby Sharyland agreed to design and build the Facilities for LP&L for the purpose of facilitating LP&L's integration into the Electric Reliability Council of Texas and to provide services related to the foregoing (the "Project");

WHEREAS, subsequent to entering into the Participation Agreement, a series of transactions approved by the PUC in Docket No. 48929 resulted in a substantial portion of Sharyland's assets being acquired by Oncor Electric Delivery Company LLC ("Oncor");

WHEREAS, through this acquisition, Oncor succeeded to all of Sharyland's rights, benefits and obligations under the Participation Agreement;

WHEREAS, the City owns certain land referred to as the Hancock Land Application Site, which is along the Fiddlewood to Farmland 345 kV Transmission Line, on which Oncor has built a portion of this transmission line (the "Transmission Line") pursuant to a Temporary Construction Easement dated January 12, 2021;

WHEREAS, Oncor needs a perpetual easement in place to operate the Transmission Line, and Oncor and the City have agreed to the terms of such operation as outlined in the easement attached hereto (the "Easement");

WHEREAS, the Easement covers only those lands identified in Exhibits A and B attached thereto;

WHEREAS, the City agrees that Oncor may use the Lands to accomplish the purposes outlined in the Easement and the Participation Agreement, subject to the terms provided therein and for good and valuable consideration as agreed to between the City and Oncor; NOW THEREFORE,

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute that certain Easement and Right of Way by and between the City of Lubbock and Oncor Electric Delivery Company LLC, as attached hereto and incorporated herein as though fully set forth herein in detail, and any related documents, regarding land more particularly described in Exhibits A and B to the Easement and Right of Way, being a portion of the Fiddlewood (New Oliver) to Farmland 345 kV Transmission Line, as approved in PUC Docket 48909, and a portion of the City of Lubbock's Hancock Land Application Site.

Passed by the City Council this 8th day of June, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO CONTENT:



David McCall, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, LP&L General Counsel

Line Name: Fiddlewood-Farmland
E-301056
WA# _____

EASEMENT AND RIGHT OF WAY

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

That the City of Lubbock, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, foundations, guy wires and guy anchorages (the "Facilities") over, under, across and upon all that certain tract(s) of land located in Lynn County, Texas, more particularly described in Exhibits A and B, attached hereto and made part hereof, and by its conveyance of this easement and right-of-way, Grantor consents to the route as described on the exhibits attached hereto.

Together with: (1) the right of ingress and egress over and along the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, or remove such electric power and communications lines or other Facilities as the Grantee may from time to time find necessary, convenient or desirable to erect thereon during the initial construction of the Facilities or at any time thereafter; (2) the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences and such gates are locked after use by Grantee; (3) the right to relocate its facilities along the same general direction of said lines; (4) the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the reasonable judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto; and (5) the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions (but such right does not prohibit Grantor from installing curb cuts, sidewalks, or driveways, or other improvements with a height no greater than five feet (5') which do not prevent Grantee's unimpeded vehicular access along the entire length of the easement and

right-of-way in accordance with the terms of this Easement and Right of Way).

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those activities, excluding terracing, associated with normal agricultural activities and activities related to environmental soil sampling, provided such activities voluntarily meet all OSHA clearance requirements) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or, reimburse Grantee fully for the cost of adjusting its Facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those activities, excluding terracing, associated with normal agricultural activities) that, in the reasonable judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations or other Facilities, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations or other Facilities, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations or other Facilities, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or, reimburse Grantee fully for the cost of adjusting its Facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the reasonable judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's Facilities the minimum clearances provided by law and recognized as standard in the electrical industry, as same may change from time to time. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least

16 feet wide which will permit Grantee reasonable access to all parts of said land. Should Grantee later determine that a width greater than 16 feet is necessary, then Grantee shall have the right granted above to install additional or wider gates at its sole discretion, but the installation of such additional or wider gates shall be at the sole expense of Grantee. Notwithstanding anything provided herein, Grantor retains the right, with respect to all Grantor infrastructure currently on the surface of or below the surface of this easement and right of way (such easement and right of way more particularly described in Exhibits A and B attached hereto), to operate, replace, repair, inspect, patrol, reconstruct, improve, and/or maintain, as necessary, such infrastructure within its location as of the date of this Easement and Right of Way. Grantor further retains the right to reasonably expand its existing facilities, provided such expansion is performed according to good utility practice and such expansion does not materially interfere with the rights granted to Grantee herein and allows Grantee's facilities and operations to continue in compliance with applicable law.

Grantor shall have the right to remove from the easement and right-of-way any employee, contractor or subcontractor of Grantee who accesses the easement and right-of-way in an unmarked vehicle and fails to provide, upon request of Grantor, identification which reasonably identifies such person as an employee, contractor or subcontractor of Grantee.

Grantor retains all right, title, and interest in and to all oil, gas, and other minerals (whether by law classified as part of the mineral estate or the surface estate) and groundwater in, on, and under the strip or land described herein; provided, however, that Grantor shall not be permitted to drill for oil, gas, and other minerals, and groundwater from and under said strip of land but Grantor may extract oil, gas, and other minerals, and groundwater from and under said strip of land by directional drilling, mining, or other means, so long as Grantee's use of said strip is not disturbed, which use shall include the right of Grantee to physical and/or lateral support for the Facilities, as well as the right that the Facilities shall not be endangered, obstructed, or interfered with by such operations.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance, addition or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees growing on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

GRANTEE hereby warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel and (2) it will not boycott Israel during the term of this easement.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and other Facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

(THIS SPACE INTENTIONALLY LEFT BLANK)

EXECUTED this _____ day of _____ 2021.

GRANTOR: The City of Lubbock

Signature

Daniel M. Pope
MAYOR OF THE CITY OF LUBBOCK, TEXAS

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

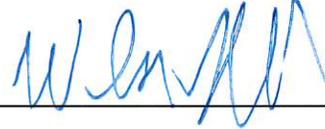
This instrument was acknowledged before me on _____, 20__, by Daniel M. Pope, Mayor of the City of Lubbock, Texas, a Texas home rule municipal corporation, on behalf of said municipal corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, A.D. 2021.

Notary Public in and for the State of Texas

EXECUTED this 25th day of May 2021.

GRANTEE: Oncor Electric Delivery Company LLC

By: 

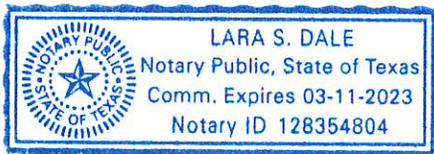
Name: Wilson Peppard

Title: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Wilson Peppard, as the Attorney-in-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May, A. D. 2021.




Notary Public in and for the State of Texas

**After recording, return to:
Laura De La Paz
Oncor Electric Delivery Company
115 W 7th Street, Suite 505
Fort Worth, Texas 76102**

ONCOR ELECTRIC DELIVERY
FIDDLEWOOD (NEW OLIVER) – FARMLAND 345 KV LINE
345 KV TRANSMISSION LINE EASEMENT
CCN NO. 34 – THE CITY OF LUBBOCK
EASEMENT NO. E-301056

53356-ESMT-CCN 34_R1
SAM JOB NO. 53356
SHEET 01 OF 03

EXHIBIT 'A'
CCN NO. 34 – THE CITY OF LUBBOCK
9.314 ACRES OR 405,707 SQUARE FEET
175 FOOT WIDE TRANSMISSION LINE EASEMENT

BEING A 9.314 ACRE TRACT OF LAND LOCATED IN LEAGUE 3, WILSON COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 112, LYNN COUNTY, TEXAS, AND BEING A PART OF A TRACT OF LAND DESCRIBED AS TRACT 3 IN LEAGUE 3 OF EXHIBIT "A" IN A GENERAL WARRANTY DEED TO THE CITY OF LUBBOCK, A TEXAS HOME RULE MUNICIPAL CORPORATION, RECORDED IN VOLUME 327, PAGE 624, OF THE OFFICIAL PUBLIC RECORDS OF LYNN COUNTY, TEXAS (O.P.R.L.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-INCH IRON PIPE FOUND IN THE NORTH LINE OF SAID CITY OF LUBBOCK TRACT, SAID POINT OF BEGINNING HAVING GRID COORDINATES OF N:7184370.37, E:976013.66;

THENCE CROSSING SAID CITY OF LUBBOCK TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SOUTH 01 DEGREES 42 MINUTES 34 SECONDS WEST, A DISTANCE OF 102.54 FEET TO A CALCULATED POINT;

SOUTH 13 DEGREES 44 MINUTES 31 SECONDS EAST, A DISTANCE OF 1,873.41 FEET TO A CALCULATED POINT IN THE EAST LINE OF SAID CITY OF LUBBOCK TRACT;

THENCE SOUTH 01 DEGREES 42 MINUTES 16 SECONDS WEST, WITH THE EAST LINE OF SAID CITY OF LUBBOCK TRACT, A DISTANCE OF 342.27 FEET TO A CALCULATED POINT AT THE SOUTHEAST CORNER OF SAID CITY OF LUBBOCK TRACT, FROM WHICH A 1/2-INCH IRON FOUND AT THE NORTHEAST CORNER OF SAID LEAGUE 3, BEARS NORTH 65 DEGREES 54 MINUTES 13 SECONDS EAST, A DISTANCE OF 5,165.03 FEET;

THENCE NORTH 88 DEGREES 19 MINUTES 35 SECONDS WEST, WITH THE SOUTH LINE OF SAID CITY OF LUBBOCK TRACT, A DISTANCE OF 175.00 FEET TO A CALCULATED POINT;

ONCOR ELECTRIC DELIVERY
FIDDLEWOOD (NEW OLIVER) – FARMLAND 345 KV LINE
345 KV TRANSMISSION LINE EASEMENT
CCN NO. 34 – THE CITY OF LUBBOCK
EASEMENT NO. E-301056

53356-ESMT-CCN 34_R1
SAM JOB NO. 53356
SHEET 02 OF 03

EXHIBIT 'A'
CCN NO. 34 – THE CITY OF LUBBOCK
9.314 ACRES OR 405,707 SQUARE FEET
175 FOOT WIDE TRANSMISSION LINE EASEMENT

THENCE CROSSING SAID CITY OF LUBBOCK TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 01 DEGREES 42 MINUTES 16 SECONDS EAST, A DISTANCE OF 318.63 FEET TO A CALCULATED POINT;

NORTH 13 DEGREES 44 MINUTES 31 SECONDS WEST, A DISTANCE OF 1,873.42 FEET TO A CALCULATED POINT;

NORTH 01 DEGREES 42 MINUTES 34 SECONDS EAST, A DISTANCE OF 126.37 FEET TO A CALCULATED POINT IN THE NORTH LINE OF SAID CITY OF LUBBOCK TRACT;

THENCE SOUTH 88 DEGREES 15 MINUTES 44 SECONDS EAST, WITH THE NORTH LINE OF SAID CITY OF LUBBOCK TRACT, A DISTANCE OF 175.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 405,707 SQUARE FEET OR 9.314 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD83 (2011), TEXAS NORTH CENTRAL ZONE (4202). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00025645050192. ALL COORDINATES SHOWN ARE GRID VALUES.

SKETCH OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.

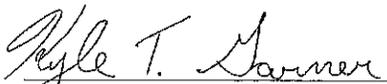
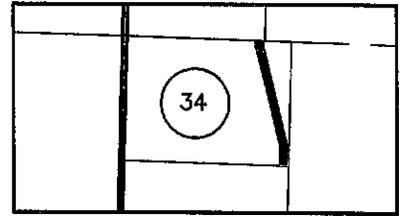

12-17-2020
KYLE T. GARNER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6704, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300
DATE: 12/17/2020



EXHIBIT 'B'

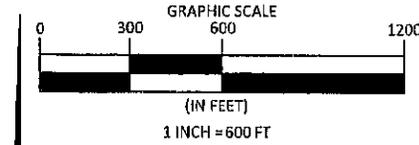
E-301056

PARENT TRACT MAP &
LOCATION OF EASEMENT



(NOT TO SCALE)

P.O.B.
GRID COORDINATES
N:7184370.37
E:976013.66



LEAGUE 2
WILSON COUNTY SCHOOL
LAND SURVEY
ABSTRACT NO. 111
LYNN COUNTY, TEXAS

CCN TRACT NO. 33
NORMA JEAN KITTEN AND FRANKLIN KITTEN
VOLUME 447, PAGE 791
O.P.R.L.C.T.

COUNTY ROAD NO. 7

LEAGUE 3
WILSON COUNTY SCHOOL
LAND SURVEY
ABSTRACT NO. 112
LYNN COUNTY, TEXAS

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S01°42'34"W	102.54'
L2	S13°44'31"E	1873.41'
L3	S01°42'16"W	342.27'
L4	N88°19'35"W	175.00'
L5	N01°42'16"E	318.63'
L6	N13°44'31"W	1873.42'
L7	N01°42'34"E	126.37'
L8	S88°15'44"E	175.00'

PROPOSED 175'
WIDE TRANSMISSION
LINE EASEMENT
9.314 ACRES
(405,707 S.F.)
€=2,318.32'

CCN TRACT NO. 34
THE CITY OF LUBBOCK,
A TEXAS HOME RULE MUNICIPAL
CORPORATION
VOLUME 327, PAGE 624
TRACT 3 IN LEAGUE 3 OF EXHIBIT "A"
O.P.R.L.C.T.

CCN TRACT NO. 35
MELBA JANICE DUBE, INDIVIDUALLY AND AS
INDEPENDENT EXECUTRIX
OF THE ESTATE OF
LEONARD GILBERT DUBE, DECEASED
CAUSE NO. 2019PRO013
PROBATE RECORDS L.C.T.
BEING DESCRIBED AS TRACT NO. 4 IN LEAGUE 3
VOLUME 57, PAGE 37
D.R.L.C.T.

N65°54'13"E 5165.03'
P.O.R.-1/2" IRON ROD
FOUND AT THE
NORTHEAST CORNER OF
LEAGUE 3

LEAGUE 3
WILSON COUNTY SCHOOL
LAND SURVEY
ABSTRACT NO. 112
LYNN COUNTY, TEXAS

FARM-TO-MARKET ROAD NO. 2192
(80' RIGHT-OF-WAY)

LEAGUE 2
WILSON COUNTY SCHOOL
LAND SURVEY
ABSTRACT NO. 111
LYNN COUNTY, TEXAS

LEGEND

- CCN NUMBER
- D.R.L.C.T. DEED RECORDS LYNN COUNTY, TEXAS
- O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS LYNN COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- CALCULATED POINT
- 1" IRON PIPE FOUND
- PROPOSED EASEMENT
- PROPOSED EASEMENT CENTERLINE
- APPROXIMATE LOCATION OF ABSTRACT LINE
- PROPERTY LINE

Kyle T. Garner 12-17-2020
KYLE T. GARNER
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 6704, STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10064300



NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE TEXAS COORDINATE SYSTEM OF 1983, NAD 83 (2011), NORTH CENTRAL ZONE (4202). THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00025645050192. ALL COORDINATES SHOWN ARE GRID VALUES.
2. DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE CERTIFICATE.
4. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENTS OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.

SHEET 03 OF 03

PROJECT: FIDDLEWOOD (NEW OLIVER) - FARMLAND
JOB NUMBER: 53356
DATE: 12/17/2020
SCALE: 1"=600'
CCN NO.: 34
DRAWN BY: CJC

ONCOR ELECTRIC DELIVERY
9.314 ACRES OR 405,707 SQUARE FEET
345KV TRANSMISSION LINE EASEMENT
FIDDLEWOOD (NEW OLIVER) - FARMLAND 345 KV LINE
LEAGUE 3, WILSON COUNTY SCHOOL LAND SURVEY
ABSTRACT NO. 112
LYNN COUNTY, TEXAS





Regular City Council Meeting

7. 12.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License by and between the City of Lubbock and the Lubbock Cooper Independent School District for a 3-foot wide corridor of the right-of-way of University Avenue between 137th Street and 146th Street, Lubbock, Texas.

Item Summary

The Street Use License requested by Lubbock Cooper Independent School District is for a sanitary sewer force main pipeline, located in the right-of-way of University Avenue, between 137th Street and 146th Street, Lubbock, Texas. The fee for the street use license will be waived.

Fiscal Impact

None

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Resolution - Street Use License Lubbock Cooper ISD - ROW University

Street Use License Lubbock Cooper ISD - ROW University

Exhibit A - Lubbock Cooper ISD - ROW University

RESOLUTION

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

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

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

ccdcs/RES.Street Use License-Lubbock Cooper ISD
5.17.21

such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding

upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

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

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

AGREED TO AND ACCEPTED this _____ day of _____, 2021.

CITY OF LUBBOCK

LUBBOCK COOPER ISD:

DANIEL M. POPE, MAYOR

Name: Keith Bryant

Title: Superintendent

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Ryan Brooke
Ryan Brooke, Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF *Tx* §

COUNTY OF *Lubbock* §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared *Keith Bryant*, on behalf of **LUBBOCK COOPER ISD**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this *21st* day of *May*, 2021.

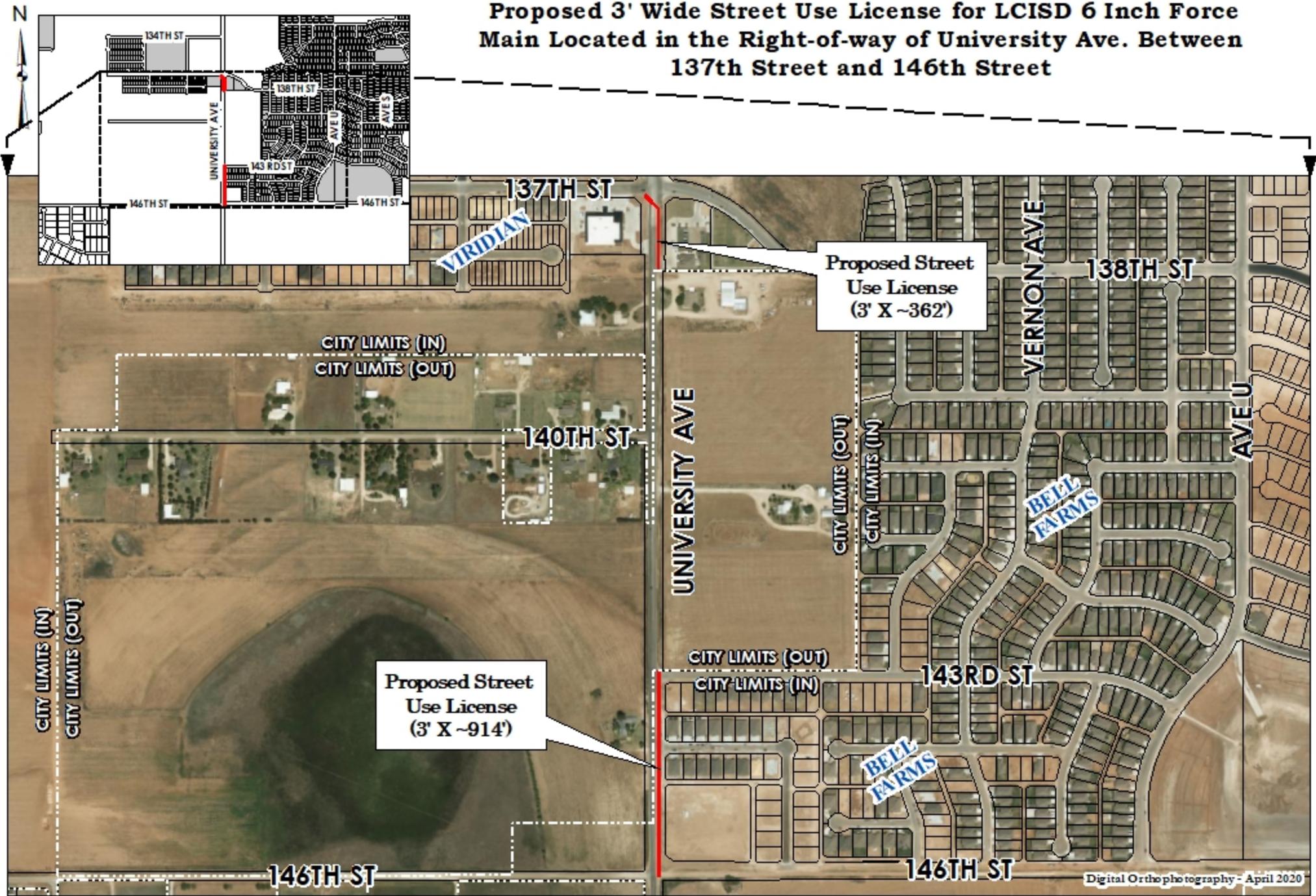
Mandee Engelhardt
Notary Public in and for the State of Texas

My Commission Expires: *10/18/21*



Licenses-Street Use-Lubbock Cooper ISD
5.10.21

Proposed 3' Wide Street Use License for LCISD 6 Inch Force Main Located in the Right-of-way of University Ave. Between 137th Street and 146th Street



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.



Regular City Council Meeting

7. 13.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License by and between the City of Lubbock and 2 Sparks and Company LLC, and Burklee Hill Vineyards, LLC, for a portion of street right-of-way at 1109 Broadway.

Item Summary

Upon authorization, this Street Use License will grant the right to 2 Sparks and Company, LLC., the right to utilize a 450 square foot portion of the dedicated right-of-way, for semi-enclosed patio seating for the Burklee Hill Vineyards Restaurant. The Right-of-Way Department has valued the encroachment at \$6.50 per square foot, for a total cost of \$2,925.00, of which 10 percent per annum shall be collected. The term of this license will be for 2 years, extendable for successive 2-year terms, not to exceed 8 years. The license fee for each two-year period is \$585.00.

Fiscal Impact

\$585.00 in revenue every 2 years to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - SUL - 2 Sparks and Co and Burklee Hill Vineyard -
Street Use License - 2 Sparks and Company and Burklee Hill Vineyard
Exhibit A - SUL- 2 Sparks and Company and Burklee Hill Vineyard

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License by and between the City of Lubbock and 2 Sparks and Company, LLC, and Burklee Hill Vineyards, LLC, and related documents. Said License is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2021, being the date of this License between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **2 SPARKS AND COMPANY, LLC** and **BURKLEE HILL VINEYARDS, LLC**, hereinafter called 'LICENSEES.'

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEES, the right, privilege and license the use a portion of dedicated streets for semi-enclosed outdoor seating located in front of the business, and being more particularly described in attached Exhibit "A."

The term of this License shall be for two (2) years from date hereof, and shall be automatically extended for successive two (2) year terms not to exceed eight (8) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third two (2) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEES. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEES at **1109 Broadway Street, Suite A, Lubbock, Texas 79401**, or the last known address of LICENSEES, as provided to the City Manager of the CITY OF LUBBOCK by LICENSEES.

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

1. LICENSEES shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND EIGHTY-FIVE AND NO/100 DOLLARS (\$585.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEES for the first two (2) year term of this License, and thereafter such rate of compensation may be changed for each succeeding two (2) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding two (2) year term shall apply. The CITY OF

LUBBOCK shall notify the LICENSEES of any change in rates in writing ninety (90) days before the start of the two (2) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding two (2) year term shall apply.

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

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

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

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

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

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized

agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEES, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

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

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

AGREED TO AND ACCEPTED this 25th day of May, 2021.

CITY OF LUBBOCK

BURKLEE HILL VINEYARDS, LLC:

DANIEL M. POPE, MAYOR

Name: Eligbeth Hill

Title: Member

2 SPARKS AND COMPANY, LLC

Name: [Signature]

Title: Member

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:


Ryan Brooke, Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

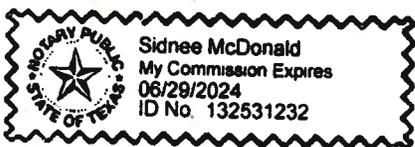
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF Texas §
COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Elizabeth Hill, on behalf of BURKLEE HILL VINEYARDS, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May, 2021.



Sidnee McDonald
Notary Public in and for the State of Texas
My Commission Expires: 6/29/24

THE STATE OF Texas §
COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael Sparks, on behalf of 2 SPARKS AND COMPANY, LLC known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and stated.

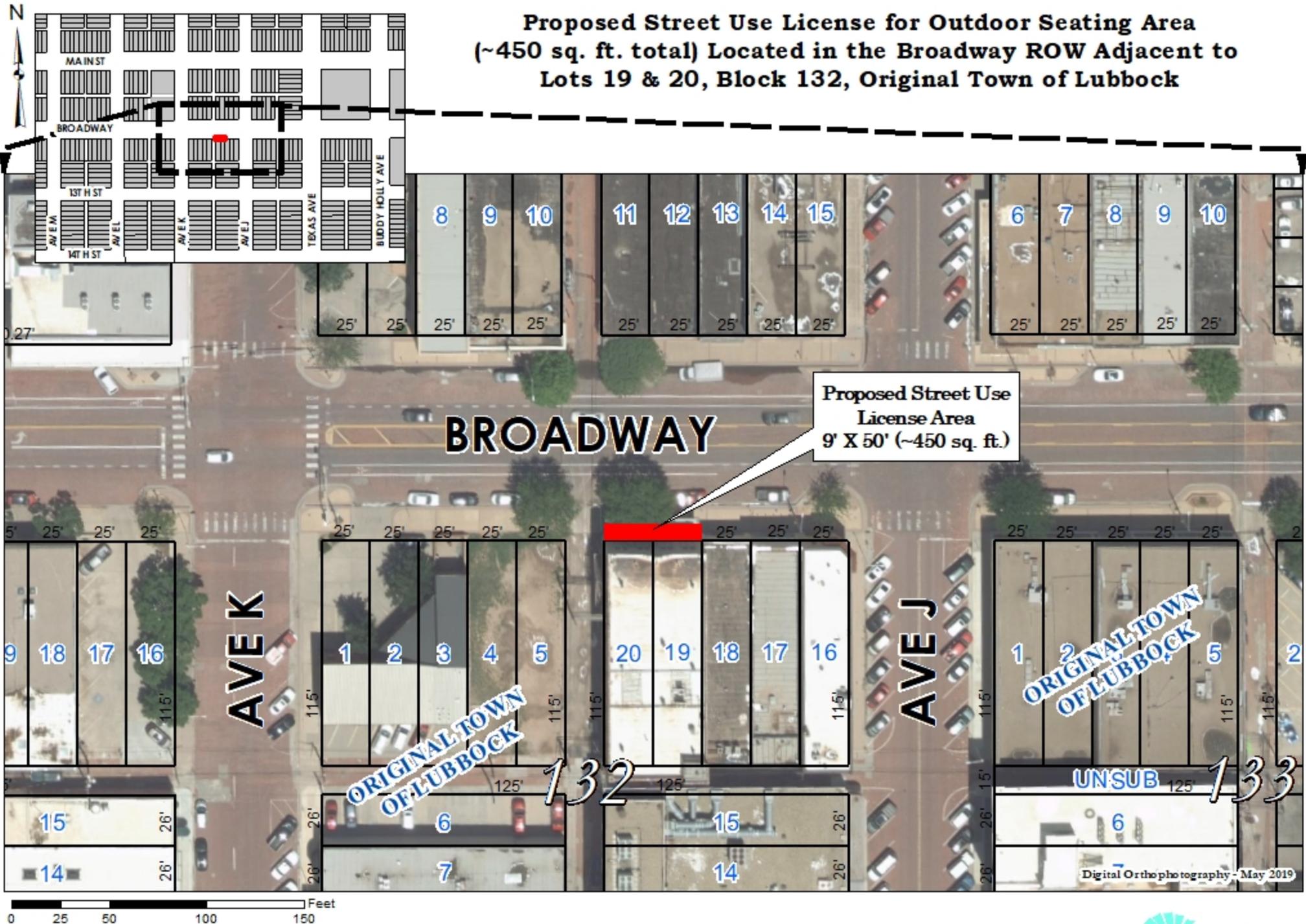
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of May, 2021.



MCKINZIE SMITH
Notary Public in and for the State of Texas
My Commission Expires: 6/24/2024

Licenses-Street Use-Burklee Hill Vineyards
5.12.21

**Proposed Street Use License for Outdoor Seating Area
 (~450 sq. ft. total) Located in the Broadway ROW Adjacent to
 Lots 19 & 20, Block 132, Original Town of Lubbock**



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.



Regular City Council Meeting

7. 14.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 15826, with Lone Star Dirt & Paving, Ltd., for Unpaved Roads Improvements Phase 3, for the paving of various roadways throughout the City of Lubbock.

Item Summary

This project will improve various dirt roads with asphalt pavement. The main components of the project will include construction of 9,254 linear feet of curb and gutter and 21,342 square yards of asphalt. Roads selected for improvement include 13th Street from June Avenue to Keel Avenue, 74th Street from Ash Avenue to Elm Street, Locust Avenue from Loyola Street to Kent Street, Avenue D from 76th Street to 82nd Street, North Avenue Q from Cesar E. Chavez Drive to Bates Street, and Bates Street from North Avenue R to North Avenue Q.

In response to RFP 21-15826-JM, 1 proposal was received and opened on April 21, 2021, as follows.

Contractor	Amount
Lone Star Dirt & Paving, Ltd., Lubbock, Texas	\$1,545,570

The proposal was evaluated using the following criteria: 60 points for Price, 30 points for Contractor Qualifications, 5 points for Safety Record, and 5 points for Construction Time, for a maximum value of 100 points. After the proposal was evaluated by a 4-person committee, the following score was determined by the committee.

Contractor	Points
Lone Star Dirt & Paving, Ltd., Lubbock, Texas	397

The Staff and Evaluation Committee recommend award of the unit price contract to Lone Star Dirt & Paving, Ltd. of Lubbock, Texas, in the amount of \$1,545,570. Time for substantial completion is 269 calendar days with liquidated damages of \$500 per day. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

The cost of this contract is \$1,545,570. Of this amount, \$1,045,570 is funded in Capital Improvement Project 92516 Transportation Improvements/Unimproved Roads, and \$500,000 is funded by a 2018 Community Development Block Grant-Account 80065.9835.

Staff/Board Recommending

Attachments

Resolution

Construction Contract

Location Exhibit

Budget Detail

CIP Detail

Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15826 for unpaved roads improvements phase 3 as per RFP 21-15826-JM, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd., of 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.

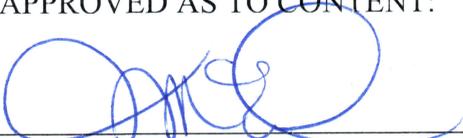
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**PROPOSAL SUBMITTAL FORM
UNIT COST PRICE PROPOSAL CONTRACT**

DATE: 4-21-21

PROJECT NUMBER: **RFP 21-15826-JM Unpaved Roads Improvements Phase 3**

Proposal of 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 the **Unpaved Roads Improvements Phase 3** 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 below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	MOBILIZATION	1	LS	65,000 ⁰⁰	65,000 ⁰⁰
2	SWPPP	1	LS	9,500 ⁰⁰	9,500 ⁰⁰
3	PREPARING OF RIGHT-OF-WAY	59	STA	1,500 ⁰⁰	88,500 ⁰⁰
4	ASPHALT REMOVAL	3274	SY	25 ⁰⁰	81,850 ⁰⁰
5	CONCRETE REMOVAL	196	SY	25 ⁰⁰	4,900 ⁰⁰
6	24" COL TYPE A CURB AND GUTTER	7286	LF	25 ⁰⁰	182,150 ⁰⁰
7	24" COL TYPE B CURB AND GUTTER	1968	LF	25 ⁰⁰	49,200 ⁰⁰
8	2" HMAC COL TYPE C	21342	SY	42 ⁰⁰	896,364 ⁰⁰
9	6" CONCRETE VALLEY GUTTER AND FILLET	788	SY	68 ⁰⁰	53,584 ⁰⁰
10	6" CONCRETE ALLEY RETURNS AND DRIVEWAYS	729	SY	68 ⁰⁰	49,572 ⁰⁰
11	ADA RAMPS	28	EA	1,500 ⁰⁰	42,000 ⁰⁰
12	MANHOLE AND VALVE BOXE ADJUSTMENTS	27	EA	850 ⁰⁰	22,950 ⁰⁰
Items (1-12)					1,545,570⁰⁰

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 269 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 299 (to Final Completion)

(not to exceed 270 consecutive calendar days to Substantial Completion / 300 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 **270 Consecutive Calendar Days** with **final completion** within **300 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **\$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$500** 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.

Initials

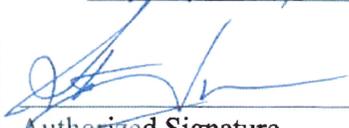
S.T. Offeror's

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.**

Date: 4-21-21


Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Gravel Ltd
Company

11820 Univ
Address

Lub, Lub
City, County

Tx, 79423
State Zip Code

Telephone: 806 - 745 6011

Fax: 806 - 745 4074

Email: lone star steve@nds-galvne.net

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 130 91

(Seal if Offeror is a Corporation)

ATTEST:

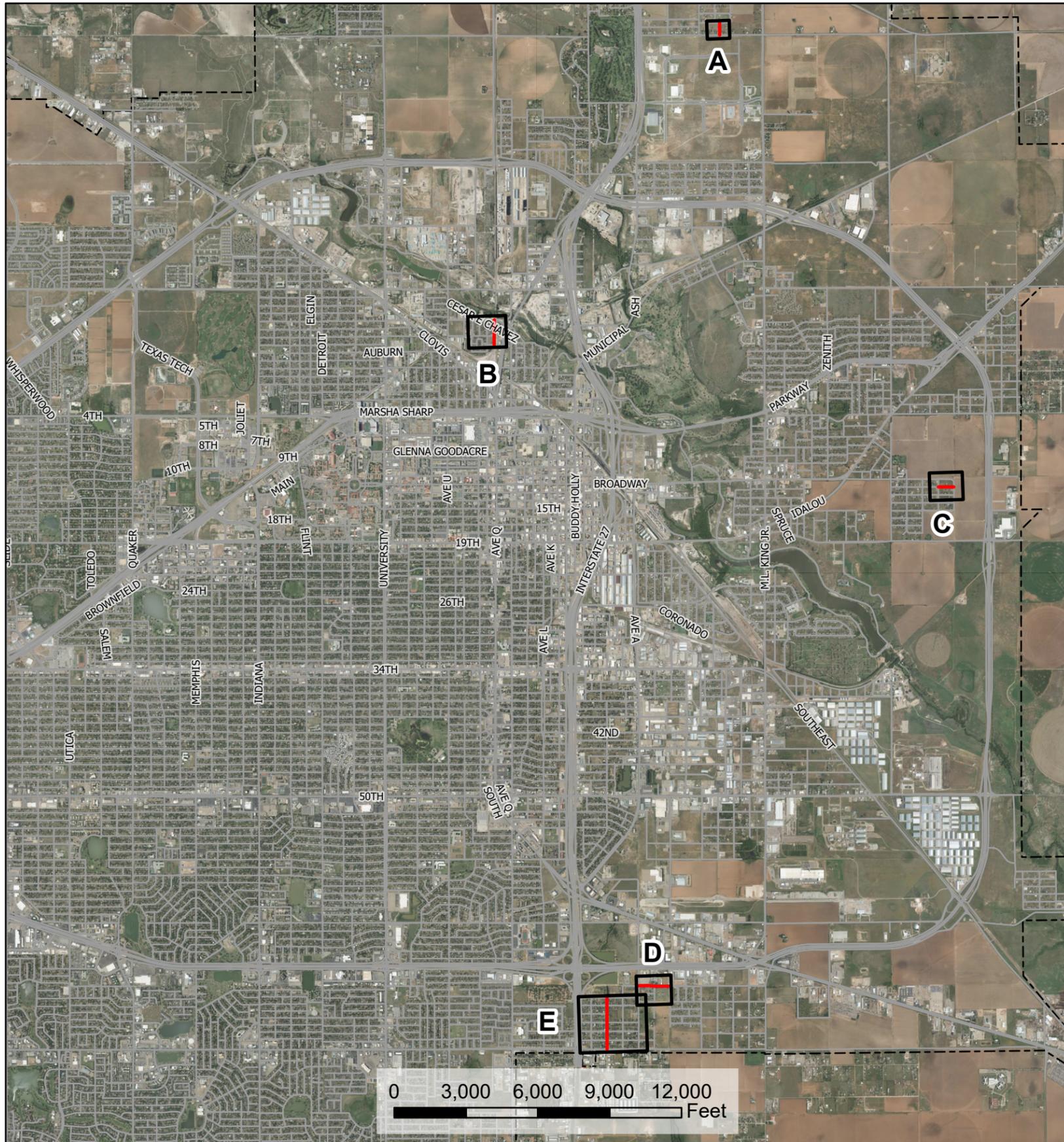
Secretary

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 4-19-21
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)



 Lubbock City Limits
 Unpaved Roads Improvements Phase 3



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.

Unpaved Road Improvements, Phase 3

**City of Lubbock, TX
Capital Project
Project Cost Detail
June 8, 2021**

Capital Project Number:	92516
Capital Project Name:	Transportation Improvements/Unimproved Roads

Capital Project Number:	80065.9835
Capital Project Name:	CDBG 2018 Grant

	92516	80065*	Total
<i>Capital Project Number:</i>			
<i>Encumbered/Expended</i>			
City of Lubbock Staff Time	\$ 132,425		132,425
Professional Services	47,077		47,077
Unpaved Road Improvements Phase 2	927,285		927,285
 <i>Agenda Item June 8, 2021</i>			
Unpaved Roads Improvements, Phase 3	1,045,570	500,000	1,545,570
<i>Encumbered/Expended To Date</i>	2,152,358	500,000	2,652,358
 <i>Estimated Costs for Remaining Appropriation</i>			
Roadway Improvements	147,642	-	147,642
<i>Remaining Appropriation</i>	147,642	-	147,642
 Total Appropriation	\$ 2,300,000	500,000	2,800,000

*A grant in the amount of \$500,000 will be provided for this project through account number 80065



Purchasing and Contract Management

Project Summary

RFP 21-15826– JM Unpaved Roads Improvements Phase 3

Notice was published in the Lubbock Avalanche Journal on April 3, 2021 and April 10, 2021.

Notice was published on Electronic State Business Daily (ESBD) State of Texas Bid Opportunities webpage.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com and Bonfire.com April 7, 2021 to April 21, 2021.

1 individuals attend the pre-conference meeting.

40 vendors viewed using BidSync.com and Bonfire.com

13 vendors downloaded the documents.

6 vendors were notified separately.

1 vendor submitted proposals.



Regular City Council Meeting

7. 15.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute Contract 15875, with MH Civil Constructors, Inc., for the construction of a brick paving project at the intersection of 13th Street and Texas Avenue.

Item Summary

This project involves the reconstruction of the 13th Street and Texas Avenue intersection, in order to smooth out the ride of the roadway, address drainage, and rebuild aging infrastructure.

In response to RFP 21-15875-TF, the following proposals were received and opened on May 13, 2021.

Contractor	Amount
Speedcrete, Inc., Lubbock, Texas	\$714,825
MH Civil Constructors, Inc., Amarillo, Texas	\$722,000

The proposals were evaluated using the following criteria: 60% for Price, 30% for Contractor Qualifications, 5% for Safety Record, and 5% for Construction Time for the maximum point value of 100 points. After the proposals were evaluated by a 5-person committee, the following ranking was obtained.

Contractor	Points
MH Civil Constructors, Inc., Amarillo, Texas	471.75
Speedcrete, Inc., Lubbock, Texas	415.00

Staff and the Evaluation Committee recommend award of the unit price contract to the highest ranked proposer, MH Civil Constructors, Inc. of Amarillo, Texas, in the amount of \$722,000. Time for substantial completion is 90 calendar days from notice to proceed. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

This contract amount is \$722,000 and is funded in Capital Improvement Project 92697, Street Maintenance 2021.

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Resolution

Contract

Budget Detail

Project Summary

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15875 for the Brick Paving Project 13th Street and Texas Avenue as per RFP 21-15875-TF, by and between the City of Lubbock and MH Civil Constructors, Inc., of Amarillo, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

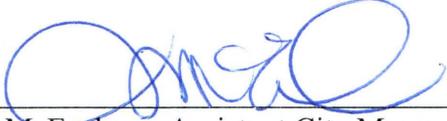
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: May 13, 2021

PROJECT NUMBER: **RFP 21-15875-TF Brick Paving Project 13th Street and Texas Avenue**

Proposal of **MH Civil Constructors, Inc.** (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **Brick Paving Project 13th Street and Texas Avenue** 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 below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
GENERAL					
1	MOBILIZATION	1	LS	\$43,825.00	\$43,825.00
2	TRAFFIC CONTROL	1	MO	\$15,000.00	\$15,000.00
3	STORM WATER PREVENTION POLLUTION PLAN	1	LS	\$13,000.00	\$13,000.00
ROADWAY					
4	ASPLHALT REMOVAL INCLUDES REMOVAL OF ASPHALT FROM AREA OF REPAVING	391	SY	\$44.00	\$17,204.00
5	REMOVAL AND SALVAGE OF BRICK PAVING INCLUDES REMOVING/PALLETIZING BRICKS	1410	SY	\$48.00	\$67,680.00
6	HISTORIC BRICK PAVING INCLUDES LAYING 1" OF SAND AND RE-LAYING BRICKS. INCLUDES TRANSPORTING ANY ADDITIONAL QUANTITY OF BRICKS NEEDED TO COMPLETE THE WORK	1410	SY	\$231.00	\$325,710.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
7	6" CONCRETE SUBLAYER UNDER BRICK PAVING INCLUDES REWORKING AND COMPACTION OF SUBGRADE, ANY ADDITIONAL SUBGRADE REQUIRED TO MEET LAYER ELEVATION, POURING, FORMING AND FINISHING OF CONCRETE ACCORDING TO COL STANDARDS AND SPECIFICATIONS	1410	SY	\$82.00	\$115,620.00
8	CROSSWALK BRICK PAVING INCLUDES PAVERS, LABOR, TOOLS AND SAND TO PLACE BRICK PAVERS PER COL STANDARDS AND SPECIFICATIONS	39	SY	\$231.00	\$9,009.00
9	2" HMAC COL TYPE C - ASPHALT TRANSITION INCLUDES FURNISHING ALL MATERIALS AND LABOR ASSOCIATED WITH COMPLETING THE WORK	34	SY	\$264.00	\$8,976.00
10	CURB AND GUTTER AND OTHER MISCELLANEOUS CONCRETE REMOVAL	1545	LF	\$10.00	\$15,450.00
11	24" COL TYPE A CURB AND GUTTER WITH EXPANSION BOARD (HEIGHT VARIES)	260	LF	\$35.00	\$9,100.00
12	6" CONCRETE GUTTER REPAIR	13	SY	\$82.00	\$1,066.00
13	6" CONCRETE VALLEY GUTTER AND FILLET	330	SY	\$82.00	\$27,060.00
14	FLOWABLE-FILL	60	CY	\$180.00	\$10,800.00
15	MANHOLE AND VALVE BOX ADJUSTMENTS	2	EA	\$1,000.00	\$2,000.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
16	REPAIR AND REPLACE STORMWATER INLETS. INLCUDES, REMOVAL OF EXISTING TOPS AND REBAR, USE OF EXISTING STEEL IS PREFERRED/DOWELS TO BE REPLACED ONLY IF CORRODED/DETRERIORATED, CLEANING BOX AFTER REMOVAL OF TOP, PLACING STEEL/REBAR AND POURING NEW CONCRETE AND ANY MISCELLANEOUS CORRESPONDING MATERIALS AND LABOR ASSOCIATED WITH COMPLETION OF REPAIRS	3	EA	\$5,500.00	\$16,500.00
17	SIDEWALK REPAIRS INCLUDES REMOVAL OF EXISTING AND REPLACING ACCORDING TO DRAWINGS AND C.O.L. SPECIFICATIONS	50	SY	\$160.00	\$8,000.00
18	ADA RAMPS INCLUDES CONSTRUCTING RAMPS ACCORDING TO DRAWINGS AND C.O.L. SPECIFICATIONS and Meeting all TDLR REQUIREMENTS	2	EA	\$4,500.00	\$9,000.00
19	3" SCHEDULE 80 CONDUIT AND FITTINGS	70	LF	\$100.00	\$7,000.00
Total (Items 1-19)				\$	\$722,000.00

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 90 (to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS: 120 (to Final Completion)

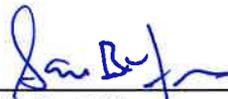
(not to exceed 90 consecutive calendar days to Substantial Completion / 120 consecutive calendar days to Final Completion).

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

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

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

Date: May 13, 2021



 Authorized Signature

Saul B. Hernandez, PE, CCM
 (Printed or Typed Name)

MH Civil Constructors, Inc.

Company

1100 S. Fillmore St., Suite 105

Address

Amarillo, Potter

City, County

Texas, 79101

State Zip Code

Telephone: 806 - 367-6043

Fax: _____ - _____

Email: bid@mh-civil.com

FEDERAL TAX ID or SOCIAL SECURITY No.

27-2016347

(Seal if Offeror is a Corporation)

ATTEST:



 Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 05/07/2021 

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

M/WBE Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
June 8, 2021**

Capital Project Number: 92697
 Capital Project Name: Street Maintenance Program 2021

	Budget
<i>Encumbered/Expended</i>	
Contract 15647 2021 Asphalt Repair	\$ 1,540,730
Contract 15648 2021 Concrete Repair	1,445,700
Contract 14517 Amendment Rejuvenator 2021	1,100,000
Contract 15772, 2021 MicroSurfacing	3,488,251
Contract 15778, Wausau Avenue (S. of 82nd St) Rebuild	346,475
Asplundh Tree Expert LLC	69,546
 <i>Agenda Items June 8, 2021</i>	
Contract 15875, MH Civil Constructors - 13th & Texas	<u>722,000</u>
<i>Encumbered/Expended To Date</i>	<u><u>8,712,702</u></u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	<u>2,142,313</u>
<i>Remaining Appropriation</i>	<u><u>2,142,313</u></u>
 Total Appropriation To Date	 <u><u>\$ 10,855,015</u></u>



Purchasing and Contract Management

Project Summary

RFP 21-15875-TF Brick Paving Project 13th Street and Texas Avenue

Notice was published in the Lubbock Avalanche Journal on April 25 & May 2, 2021.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com and Bonfire.com from April 25 to May 13, 2021.

7 individuals attended the pre-proposal conference.

65 vendors viewed using BidSync.com and Bonfire.com.

34 vendors downloaded the documents.

7 vendors were notified separately.

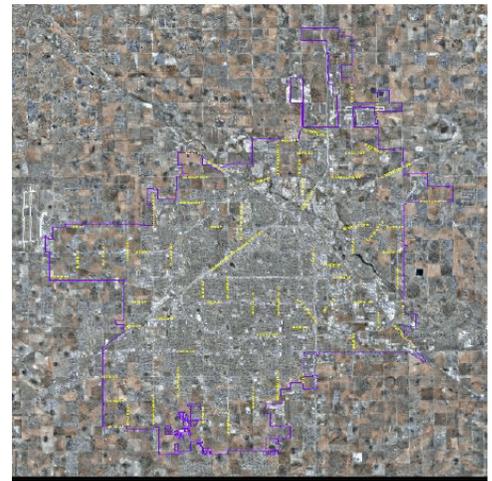
2 vendors submitted a proposal.

Managing Department **Streets**

Project Manager **Mike Gilliland**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

\$10,000,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.

\$1,155,015 was appropriated in FY 2020-21, BCR# 2021-9, April 23, 2021.

Reduced appropriation by \$300,000 in FY 2020-21, BCR# 2021-13, May 17, 2021.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
Construction	10,855,015	11,000,000	12,000,000	13,000,000	14,000,000	15,000,000	0	75,855,015
Total Project Appropriation	10,855,015	11,000,000	12,000,000	13,000,000	14,000,000	15,000,000	0	75,855,015

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	
FY 2020 General Fund Cash	855,015	0	0	0	0	0	0	855,015
FY 2021 General Fund Cash	10,000,000	0	0	0	0	0	0	10,000,000
FY 2022 General Fund Cash	0	11,000,000	0	0	0	0	0	11,000,000
FY 2023 General Fund Cash	0	0	12,000,000	0	0	0	0	12,000,000
FY 2024 General Fund Cash	0	0	0	13,000,000	0	0	0	13,000,000
FY 2025 General Fund Cash	0	0	0	0	14,000,000	0	0	14,000,000
FY 2026 General Fund Cash	0	0	0	0	0	15,000,000	0	15,000,000
Total Funding Sources	10,855,015	11,000,000	12,000,000	13,000,000	14,000,000	15,000,000	0	75,855,015



Regular City Council Meeting

7. 16.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Professional Services Agreement 15597, by and between the City of Lubbock and HDR Engineering, Inc., to perform dam inspection and evaluation services.

Item Summary

The Brazos River Authority (BRA) completed the construction of the John T. Montford Dam in October 1993, creating Lake Alan Henry. In August 2005, ownership and management of the project transferred from the BRA to the City of Lubbock. HDR performed an initial inspection of the dam in June 2005, prior to the project transfer, to determine if conditions existed that could threaten the safety of the dam or lead to major capital expenditures or increased operation and maintenance costs. In 2011, HDR conducted an inspection to follow up on issues from the 2005 inspection, and to assist the City with budgeting potential capital improvements and maintenance expenditures at the dam.

On October 30, 2020, the City contracted with HDR to perform periodic inspections of the John T. Montford Dam. These inspections were performed in December 2020. The information collected during these inspections was used to create a prioritized list of recommendations for maintenance and monitoring of the dam and appurtenant structures.

Amendment No. 1 to the HDR agreement expands the original scope of services to allow HDR to prepare a dam surveillance and monitoring plan that will document current procedures and provide refinement to the scheduled periodic inspections of the dam. The plan will include establishing threshold and action levels based on data being collected through routine maintenance and future inspections.

Fiscal Impact

\$21,350 is the cost of this contract amendment and is funded in Capital Improvement Project 8543 Lake Alan Henry Repairs and Maintenance.

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Resolution- HDR-DamInspect-A1

Contract-HDR-DamInspect-A1

CIP Detail

CIP 8543 Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to a Professional Service Contract No. 15597 for dam inspection and evaluation and related services, by and between the City of Lubbock and HDR Engineering, Inc., and related documents. Said Contract 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 _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

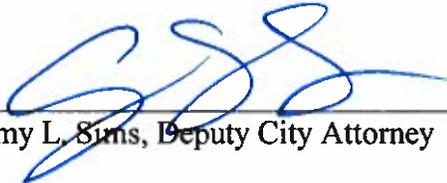
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

- 3) Except as specifically amended or modified hereby, all of the terms and provisions of the Agreement shall remain valid and in full force and effect as originally provided.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

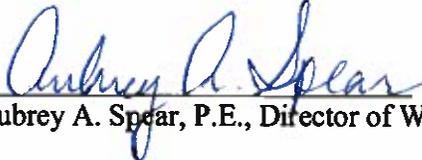
CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

HDR Engineering, Inc.



Todd Warrix, P.E., Associate Vice President

Exhibit A-1
(Contract Amendment No. 1)

Dam Inspection and Evaluation
Scope of Services

Task 1 - John T. Montford Dam Inspection (COMPLETED)

Background

HDR Engineering, Inc. (HDR) performed inspections of John T. Montford Dam in 2005 and 2010 on behalf of the City of Lubbock (City). The City has requested that HDR perform an additional inspection and prepare a report documenting findings of the inspection.

Project Scope of Work

To accomplish the project purpose, the following subtasks will be completed. The definition of Project in this scope of work is performance of an inspection of John T. Montford Dam.

Subtask 1. Project Management, QA/QC, and Communication

1. Provide management of HDR resources to meet the technical, financial, and schedule of the Project. This will include the overall management of the Project and the specialized discipline team(s) responsible for the development of the Project.
2. Conduct three project meetings listed as below. Each meeting will be conducted remotely (Webex teleconference) and is anticipated to last approximately one hour.
 - i. Project kick-off meeting with City personnel to discuss Project expectations, goals, schedule, and deliverables;
 - ii. Pre-inspection meeting with City personnel to discuss schedule and logistics; and
 - iii. Review of City comments on draft inspection report.
3. Develop all meeting agendas, meeting notes, and other applicable information pertaining to each meeting and distribute at least 24 hours in advance of any meetings.
4. Project administration and quality assurance/quality control (QA/QC) activities will be performed under this task.

Subtask 2. Dam Inspection

1. Review existing project information including plans and specifications, as-built drawings, construction records, photographs, previous inspection reports, instrumentation data and reports, operation and maintenance (O&M) records, and emergency action plan. The City shall make these items available to HDR for review at the Project office the day prior to the inspection or earlier if possible.
2. Prepare inspection plan and checklist.
3. Perform detailed, on-site visual inspection of dam and appurtenant structures. Visual inspection will be conducted on components that are readily discernible by external visual inspection through reasonable efforts and cannot detect hidden, covered, inaccessible, or

internal structural or material defects, corrosion or damages in components, embedment, reinforcing, anchorages and part of equipment, structures, or mechanisms being inspected or other inaccessible components.

4. Obtain photographic documentation of the dam and appurtenant structures during the inspection.

Subtask 3. Dam Inspection Report/Presentation

1. Prepare site plan drawing(s) indicating the location and orientation of inspection photographs.
2. Review and make recommendations for updating the existing O&M manual for the dam and appurtenant structures.
3. Develop recommendations for instrumentation monitoring and data collection frequency.
4. Prepare a prioritized list of action items with recommended timeframes for addressing each item.
5. Prepare Draft Inspection Report for City review. Provide one (1) electronic copy of Draft Report.
6. Finalize Inspection Report after receiving City's review comments. Provide three (3) hardcopies of Final Report. Provide electronic 'pdf' file of report and inspection photographs on a CD.
7. A registered professional engineer in the state of Texas shall be responsible for the development of the Draft Report and shall seal the Final Inspection Reports.
8. Present dam inspection findings in a face-to-face meeting with the Lubbock Water Advisory Commission (LWAC).

Items Not Included in the Scope

Engineering support services related to litigation is not included in the scope of this agreement. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Engineer is not a party, City may amend this agreement to compensate Engineer for engineering services including gathering information and expert witness services when attending depositions, hearings, and trial.

Other specific tasks that are not a part of this Scope of Services include, but are not necessarily limited to:

- A. Geotechnical investigations and analyses;
- B. Surveying;
- C. Underwater inspections;
- D. Inspection of confined spaces, such as intake towers, deep manholes and outlet conduits;
- E. Obtaining current readings of instrumentation devices; and
- F. Failure mode analyses and risk assessment.

Deliverable

The results of Subtask 3 will be documented in a technical report, submitted as a draft (Word doc) for review by the City. The HDR Team will respond to comments and prepare a final

technical report within ten business days of receiving the City's comments. The final technical report will be delivered in electronic portable document format (pdf).

Schedule

City Approval of Professional Services Agreement:	Notice to Proceed
Review of Existing Information and Inspection:	Within 14 days after NTP
Draft Report to City for Review:	Within 60 days after NTP
Final Report to City:	10 days after receipt of comments

Task 2 – Jim Bertram Lake System, Dam 6 Breach Analysis (COMPLETED)

Background

HDR Engineering, Inc. (HDR) previously performed dam breach analyses of Dams 2 and 3 of the Jim Bertram Lake System on behalf of the City of Lubbock (City). The City has requested that HDR perform a breach analysis of Dam 6 with the purpose of evaluation of inundation at the City's Southeast Water Reclamation Plant (SWRP) but also with the goal of including the results in a revised Emergency Action Plan.

Project Scope of Work

To accomplish the Project purpose and goal, the following subtasks will be completed. The definition of Project in this scope of work is performance of a breach analysis of Dam 6.

Subtask 1. Project Management, QA/QC, and Communication

1. Provide management of HDR resources to meet the technical, financial, and schedule requirements of the Project. This will include the overall management of the Project and the specialized discipline team(s) responsible for the development of the Project.
2. Project administration and quality assurance/quality control (QA/QC) activities will be performed under this task.

Meetings between the City and HDR staff over the course of the work are not anticipated. The results of the analysis could be included in the presentation to the LWAC under Task 1.

Subtask 2. Dam Breach Analysis

1. Data collection. HDR will review as-built plans of the dam, reservoir stage-storage-discharge curves and topographic data (LiDAR data) of the area downstream of the dam (USGS, 2018).
2. Perform dam breach analysis using an empirical equation in accordance with the "Simplified Method" of the TCEQ Hydrologic and Hydraulic Guidelines for Dams in Texas (January 2007). A 1-dimensional steady-state hydraulic model will be developed using the computer program HEC-RAS using the LiDAR data from the toe of the dam to a distance dictated by TCEQ guidelines. Roughness coefficients will be assigned to the model geometry based on readily available aerial imagery. A peak dam breach discharge will be applied at the upstream end of the model (at the dam) and attenuation will be modeled downstream.
3. Preparation of a dam breach inundation map. The breach inundation boundary from the HEC-RAS analysis will be exported into a GIS shapefile. Post-processing of the shapefile will be performed to remove inconsistencies. Dam breach inundation maps, including depths

of inundation at key locations determined by HDR as well as at the SWRP, will be developed. These maps could be included in an Emergency Action Plan to be prepared by the City.

4. A technical memorandum will be prepared presenting the results of the analysis, the inundation maps, as well as a description of the methodologies used in the analysis. The memorandum will be presented to the City in draft format (Word doc) for review and comment. Following discussion and resolution of comments, via teleconference or email exchange, the memorandum will be finalized and submitted to the City in portable document format (pdf).

Deliverable

As described above, the results of Subtask 2 will be documented in a technical report, submitted as a draft (Word doc) for review by the City. The HDR Team will respond to comments and prepare a final technical report within ten business days of receiving the City's comments. The final technical report will be delivered in pdf.

Schedule

City Approval of Professional Services Agreement:	Notice to Proceed
Review of Existing Information and Inspection:	Within 14 days after NTP
Draft Report to City for Review:	Within 60 days after NTP
Final Report to City:	10 days after receipt of comments.

Task 3 - John T. Montford Dam Surveillance and Monitoring Plan

Background

The City of Lubbock (City) has requested HDR Engineering, Inc. (HDR) to prepare a Surveillance and Monitoring Plan (SMP) that documents current procedures and, where applicable, provides refinements for periodic inspections of John T. Montford Dam (dam) by City personnel, monitoring of existing instrumentation, reduction and evaluation of instrumentation data, and storage of inspection and monitoring records in the City's filing system. The SMP will be developed such that it could be incorporated into an overall operating plan for the dam.

Project Scope of Work

The project scope of work consists of developing an SMP for the dam that documents procedures for (1) observations to be made of the dam with respect to dam safety, (2) reading of existing instrumentation and evaluation of data, and (3) reporting and long-term storage of observations and monitoring data. To accomplish the project purpose, the following subtasks will be performed.

Subtask 1. Interview Staff – Process Flow

HDR will interview City staff via phone or remote conferencing to gather relevant information. Anticipated interviews include the dam tender and those in the Water Engineering department that receive data from the field. The purpose of these interviews will be to determine existing procedures in place for data collection, reduction, review, and archival/storage and to identify

existing instrumentation data available in the City files (spreadsheets and/or other electronic data pertaining to the slope inclinometers and tilt meters).

Required from the City: The City will identify key staff and assist HDR in scheduling the interviews.

Deliverable: HDR will prepare a summary of notes taken during the interviews.

Assumptions: HDR anticipates multiple interviews not exceeding 3 hours in total length.

Subtask 2. Assemble Instrumentation Information

HDR will prepare a data request identifying the types of information required. After receipt of the information from the City, HDR will organize information regarding existing instrumentation (plans, equipment related to instrumentation, and software related to instrumentation). This information will be used to establish an inventory of the instrumentation currently available, and document those instruments that no longer function.

Required from the City: The City will provide copies of the information required or will otherwise provide the necessary access of the information to HDR.

Deliverable: HDR will include the assembled information as one or more appendices in the plan.

Subtask 3. Establish Threshold and Action Levels

HDR will review historical data and provide revisions to existing spreadsheet formats to include plots of readings vs. time and threshold and action levels. Threshold and action levels will be based on historical readings, including statistical analyses as appropriate, and design values used in the design of the dam. HDR may recommend other modifications of the data presentation to accommodate the surveillance and monitoring plan.

Required from the City: The City will provide digital copies of available spreadsheets or other electronic files containing historical monitoring data from the dam. The City will also provide HDR with a copy of the Design Report for the dam.

Deliverable: HDR will provide revised spreadsheets to facilitate ongoing surveillance and monitoring, and archival of the data.

Subtask 4. Develop the Surveillance and Monitoring Plan

HDR will utilize the information from Subtasks 1, 2 and 3 to develop an SMP for the John T. Montford Dam (see outline attached to this Scope of Work). HDR will submit the SMP in draft form for review and comment, followed by comment resolution and finalization of the SMP. The SMP will consist of three sections, detailed below, and appendices containing inspection forms and details of instrumentation. The SMP will be completed in accordance with current dam safety guidelines including those promulgated by the Texas Commission on Environmental Quality Dam Safety Program.

Required from the City: The City will provide timely review and comments on the draft SMP, including compiling and reconciling comments from City staff into a single document.

Deliverable: HDR will provide a draft SMP in Word format for review by the City (using track changes) and a final copy of the SMP in PDF format. No hard copies will be provided.

Assumptions: The City will provide electronic copies of inspection checklists currently used by City personnel. Review by City of draft will take no longer than 3 weeks.

Surveillance and Monitoring Plan Outline

1. Visual Inspection
 - 1.1. General Observations – who does the routine surveillance, who reviews
 - 1.2. What is inspected (refer to inspection checklists in appendices)
 - 1.3. Routine Inspections
 - 1.4. Non-Routine Inspections (after floods or seismic events)
 - 1.5. Reporting of Unusual Observations
 - 1.6. Personnel Training discuss with City to include dam tender training or participation in USBR, USSD, or ASDSO seminars
 - 1.7. Action or Maintenance Items – procedures to correct observed issues
2. Instrumentation Monitoring
 - 2.1. Description of Active Instrumentation (including how to take readings and maintenance requirements)
 - 2.1.1. Reservoir Level
 - 2.1.2. Survey Monuments
 - 2.1.3. Piezometers
 - 2.1.3.1. Gas Piezometers
 - 2.1.3.2. Open Standpipes
 - 2.1.4. Weir (monitoring of seepage at left abutment)
 - 2.1.5. Toe Drains
 - 2.1.6. Slope Inclinometers
 - 2.1.7. Tilt Meters
 - 2.2. Description of Abandoned Instrumentation (for the record only, including whether or not resurrection is possible)
 - 2.3. Data Plotting and Threshold/Action Levels
 - 2.4. Data Evaluation and Review

Assumption: Development of plan will include initial development of plots of historical data (reservoir level, piezometers, toe drain data, tilt meters(?)) and threshold/action levels)
3. Records Storage and Reporting
 - 3.1. Inspection Records and Instrumentation Data Storage
 - 3.2. Annual Surveillance and Monitoring Report (prepared by City staff)
 - 3.2.1. Summary of Observations
 - 3.2.2. Summary of Instrumentation Readings
 - 3.2.3. Summary of Dam Safety Related Activities Performed on the Dam

Figure 1 – Flow chart showing process of review of instrumentation data

Appendix A – Inspection forms

Appendix B – Instrumentation Details: Plans showing instrumentation location, details of each instrument, details of equipment needed to take measurements, details of software used.

Schedule

City Approval of Amendment No. 1:
Review of Existing Information:
Draft Monitoring Plan to City for Review:
Final Monitoring to City:

Notice to Proceed
Within 14 days after NTP
Within 60 days after NTP
14 days after receipt of comments

Exhibit B-1
(Contract Amendment No. 1)

**Dam Inspection & Evaluation
Budget**

CITY and ENGINEER have established a not-to-exceed fee of \$71,331 to complete all services under this Contract, as shown below by major task. This amount will not be exceeded without a contract amendment. As estimated fees for each task are estimates only, CITY and ENGINEER agree to allow redistribution of funds between tasks as appropriate to allow flexibility in providing the needed services within the total not-to-exceed fee. Fees will be billed as total salary costs times a multiplier of 2.191 plus direct expenses. Salary costs are defined as direct labor rates plus fringe benefits.

ENGINEER agrees to complete these services as delineated above. Should a change in Scope of Services or Time of Performance be necessary, an amendment to this contract shall be negotiated at that time. The following table summarizes the fee estimated to be required to complete the above scope of services.

Task	Description	Original Budget	Amend No. 1	Total Amended
1	John T. Montford Dam Inspection (COMPLETED)			
1.1	Project Management, QA, Communication	\$ 8,938	\$0	\$8,938
1.2	Dam Inspection	\$13,160	\$0	\$13,160
1.3	Dam Inspection Report/Presentation	\$12,442	\$0	\$12,442
	Task 1 Subtotal	\$34,540	\$0	\$34,540
2	Jim Bertram Lake System, Dam 6 Breach Analysis (COMPLETED)			
2.1	Project Management, QA, Communication	\$ 3,524	\$0	\$3,524
2.2	Dam Breach Analysis, Technical Memo	\$11,917	\$0	\$11,917
	Task 2 Subtotal	\$15,441	\$0	\$15,441
3	Surveillance & Monitoring Plan Development			
3.1	Interview Staff- Process Flow	\$0	\$1,700	\$1,700
	Assemble Instrumentation Information	\$0	\$1,090	\$1,090
	Establish Threshold & Action Levels	\$0	\$5,550	\$5,550
	Develop Surveillance & Monitoring Plan	\$0	\$13,000	\$13,000
	Task 3 Subtotal	\$0	\$21,350	
	TOTAL CONTRACT:	\$49,981	\$21,350	\$71,331

Hourly Rate Schedule
Rates for January 1, 2021 through December 31, 2021
Specific Rates for Water Resources Engineering and Field Support

HDR Engineering, Inc. Job Titles & Classifications	Rate Range	
Principal	\$ 270.00	\$ 350.00
Engineers / Geologists		
Senior Water Resources Engineer / Senior Geologist / Project Manager	\$ 175.00	\$ 320.00
Water Resources Engineer (PE) / Geologist (PG)	\$ 135.00	\$ 225.00
Geologist (GIT) / Engineer (EIT)	\$ 125.00	\$ 200.00
Hydrologist	\$ 110.00	\$ 190.00
Environmental Scientists		
Senior Environmental Scientist	\$ 165.00	\$ 280.00
Environmental Scientist	\$ 100.00	\$ 165.00
Field Staff		
Senior Field Technician	\$ 100.00	\$ 150.00
Field Technician	\$ 50.00	\$ 100.00
Technical / Support Staff		
GIS Analyst	\$ 100.00	\$ 180.00
GIS Technician II	\$ 75.00	\$ 160.00
Administrative II / Accountant	\$ 63.00	\$ 170.00
Administrative I / Clerical	\$ 47.25	\$ 100.00
Rate Calculation		
Fees will be billed as total salary costs times a multiplier of 2.191 plus direct expenses. Salary costs are defined as direct labor rates plus fringe benefits.		
Direct expenses will be passed through directly to the City of Lubbock with no multiplier and include mileage (standard IRS reimbursable rate), lodging, Per Diem expenses, incidentals, and copier/plotting costs.		

***Note:**

The rates are for January 1, 2021, through December 31, 2021. Proposed new rates, in subsequent years, will be negotiated on an annual basis and will include cost-of-living escalation and other factors relevant at that time.

**City of Lubbock, TX
Capital Project
Project Cost Detail
June 8, 2021**

Capital Project Number: 8543
Capital Project Name: Lake Alan Henry Repairs/Maintenance

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Dam Maint. & Repair Contracts (2008 - 2019)	\$ 4,850,416
HDR- Dam Inspection & Evaluation - Original Contract (2020)	49,981
 <i>Agenda Item June 8, 2021</i>	
HDR- Dam Inspection & Evaluation - Amendment No. 1	21,350
 <i>Encumbered/Expended To Date</i>	<u>4,921,747</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Additional Dam Maintenance & Repair Issues	84,142
<i>Remaining Appropriation</i>	<u>84,142</u>
 Total Appropriation	<u><u>\$ 5,005,889</u></u>



Regular City Council Meeting

7. 17.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the act of the City Manager in executing, on behalf of the City of Lubbock, a Regional Transit District Transportation Services Agreement and an Amendment thereto with SafeRide, Inc., for Medical Transportation Services by Citibus.

Item Summary

The agreement for Regional Transit District Transportation Services and the Amendment will provide a network of transportation providers who provide non-medical transportation services, non-emergency medical transportation services, and a technology platform to manage the ordering of transportation services by and between the City of Lubbock and SafeRide, Inc. The non-emergency medical transportation trips will be provided by Citibus.

This Agreement will commence on the Effective Date and continue for 12 months (“Initial Term”). Thereafter, the Agreement will automatically renew for additional 12-month periods (“Renewal Terms”) unless either Party provides the other with written notice of its intent not to renew at least 45 days prior to the end of the then current term.

The rate structure for the contract is reflected in the chart below.

Class of Services	Load Fee	Price per Mile
Ambulatory Passengers	\$20.00	\$2.00
Non-Ambulatory Passengers	\$30.00	\$2.00

Effective June 1, 2021, the State moved the non-emergency medical transportation services to be brokered by the health plan companies providing Medicaid coverage. SafeRide has partnered with Superior Health Plans to manage the ordering of transportation services on their behalf. Under this agreement Citibus will be part of a network that provides non-emergency medical transportation in the city of Lubbock.

Fiscal Impact

The amount of revenue generated from this agreement will be dependent on the number of non-emergency medical transportation trips provided by Citibus. The revenue from this contract will be available for a local match for Citibus grants, making this a valuable asset for budgets FY 2021 and beyond.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

SafeRide Resolution

SafeRide Contract 6-21

SafeRide Amendment (c)

SafeRide Memo of Ratification

RESOLUTION

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

THAT the acts of the City Manager of the City of Lubbock in executing, on behalf of the City of Lubbock, a Regional Transit District Transportation Services Agreement and an Amendment thereto, to provide a network of transportation providers who provide non-medical transportation services and non-emergency, medical transportation services and a technology platform to manage the ordering of transportation services, by and between the City of Lubbock and SafeRide, Inc., a Delaware corporation, and related documents are hereby ratified in full. Said Agreement and Amendment are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

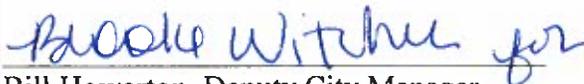
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

REGIONAL TRANSIT DISTRICT
TRANSPORTATION SERVICES AGREEMENT

This Regional Transit District Transportation Services Agreement (“*Agreement*”) is entered into by SafeRide, Inc., a Delaware corporation with an address of 6125 Washington Blvd, Suite 200, Culver City, CA 90232 (“*SafeRide*”) and _____, a _____ corporation with an address of _____ (“*Company*”) effective _____, 2021 (“*Effective Date*”). SafeRide and Company may be referred to herein individually, as “*Party*” and/or collectively, “*Parties*”.

WHEREAS, SafeRide has entered into arrangements with health plans, health care providers and others (“*Clients*”), under which it provides certain services to manage non-emergent, medical transportation to Client’s members (“*Members*”), a network of transportation providers who provide non-medical transportation services and non-emergency, medical transportation services (collectively, “*Transportation Services*”), and a technology platform to manage the ordering of transportation services (*SafeRideManager*®), and

WHEREAS, Company desires to provide Transportation Services to Client’s Members under SafeRide’s arrangements with Clients (“*SafeRide Programs*”), as further defined below.

NOW, THEREFORE, in consideration of the mutual premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. Obligations and Responsibilities of Company and Users.:

1. Company shall:

- a. Provide Transportation Services as set forth on **Exhibit A**, in accordance with applicable law and as may be required by certain rules and regulations applicable to services provided to beneficiaries of state or federally funded insurance programs.
- b. Ensure driver and vehicle standards (“*Standards*”), as more specifically set forth on **Exhibit A**, are maintained at all times, during the Term. Upon SafeRide’s request, Company shall provide documentation and records, either in electronic or hard-copy format, which verify compliance with the Standards within seven (7) business days of such request. Should Company fail to provide SafeRide with documentation demonstrating compliance with the Standards, SafeRide, in its sole discretion, may suspend provision of Services and access to SafeRideManager® until Company adequately demonstrates compliance with the Standards.
- c. Deliver Transportation Services consistent with those provided by Company to riders outside SafeRide Programs. Company shall not discriminate on the basis of age, race, color, creed, religion, gender, sex, sexual preference, national origin, place of residence, health status, health insurance benefits, type of payor or source of payment (e.g. Medicare, Medicaid or other state health care program), income level, the filing of a complaint or grievance, a physical or mental disability or veteran status. Company will ensure that those facilities where vehicles are stored and/or maintained, as well as the corporate offices, are accessible as required by Title III of the Americans With Disabilities Act of 1991.
- d. Comply with requirements set forth in SafeRide Programs from time-to time, as well as applicable policies, procedures, rules, and regulations in such SafeRide Programs. Additional requirements shall be set forth in an exhibit hereto.
- e. Permit SafeRide and/or a Client with reasonable access to its facilities to enable SafeRide or Client to perform compliance reviews under a SafeRide Program.
- f. Report communications from riders expressing dissatisfaction with Transportation Services to SafeRide within 24 hours of being received.
- g. Ensure that its employees and independent contractors who will be in contact with Members or who will have access to Members’ personal information and personal health information, have been properly trained, including training with regard to the confidentiality of such information. Company agrees it shall obtain from all non-employees or subcontractors who have access to Members, or a Member’s personal information a business associate agreement substantially in the form as that which is required to be signed by Company, and which is attached hereto as Exhibit E.

- h. Not use SafeRideManager® other than as expressly permitted by this Agreement. Company agrees it will not download, attempt to download or otherwise copy SafeRideManager®'s software, nor decompile, disassemble, or otherwise attempt to derive source code from SafeRideManager® software, or use SafeRideManager® in a manner inconsistent with the terms of www.SafeRideHealth.com. A breach of the Terms shall be considered a breach of this Agreement.
2. Company represents and warrants that enrollment information provided by Company, its officers, directors, and employees is accurate as of the date of completion of the enrollment process.
3. If Company utilizes SafeRideManager® for scheduling transportation services outside of a SafeRide contracted program, Company shall obtain necessary consents from passengers in order to allow SafeRideManager® to create, store, distribute and/or transmit protected health information.
4. Company acknowledges and agrees that it is responsible for warranties it makes to third parties with respect to the Services or SafeRideManager® and shall indemnify and hold SafeRide harmless for any costs and expenses it incurs as a result of a breach of such warranties, unless SafeRide is in any way responsible for such breach.

B. Obligations and Responsibilities of SafeRide.

1. Subject to the terms and conditions of this Agreement, SafeRide will provide Company with certain services and access to SafeRideManager®, as further set forth in **Exhibit B** (“**Services**”).
2. SafeRide shall reimburse Company for Transportation Services in accordance with **Exhibit C**.
3. SafeRide shall update and maintain its website Terms of Service and Privacy Policy (“**Terms**”), found at www.saferidehealth.com (“**Website**”).

C. Restrictive Covenants.

Company acknowledges and agrees that SafeRide has invested substantial time, money and resources in the development of its Confidential Information, as that term is defined in Paragraph F below, and in the development and retention of its Clients, collaborators, and employees.

Company acknowledges that Company may be introduced to Clients and collaborators and agrees that “goodwill” associated with Clients, collaborators and employees, belongs exclusively to SafeRide. In recognition of the foregoing, Company acknowledges and agrees, that during the Term and for a period of 1 year thereafter, Company will not directly, or indirectly, in any capacity, engage in the following activities for itself or for another person, business, corporation, partnership or other entity:

1. refer, request, solicit, induce, hire (or attempt or assist in doing any of these actions) either as employees or independent contractors, any employee or other persons (including consultants) who may have performed work or services for SafeRide during the Term to perform services for any person or entity other than SafeRide. Company acknowledges that loss or damage resulting from a breach of this Section C is difficult to ascertain, however a sum equal to two times the salary and benefits SafeRide has paid a former employee or contractor is a reasonable estimate of its damages and a payment equal to that amount shall be due and payable upon demand by SafeRide; and
2. advise, counsel or solicit any Member to end his or her enrollment with a Client, and will not solicit any Member to become enrolled with any other health maintenance organization, or other hospitalization or medical payment plan or insurance policy, for any reason.

D. Limitation of Liability.

1. In the event of a claim for loss or injury, Company shall look first to its insurers to recover damages.
2. Neither Party shall be liable to the other for consequential, exemplary, indirect, special, punitive or incidental damages, including without limitation, lost profits, even if the other Party otherwise liable has been advised of the possibility of such damages.
3. SafeRide shall have no liability to Company for actual or alleged infringement by third-party products or applications available through SafeRideManager®.

E. Indemnification. To the extent permitted by law, Company agrees to defend, indemnify and hold SafeRide, and its officers, directors, managers, shareholders, partners, Clients, Members, employees, agents and affiliates, harmless from and against any and all claims, actions, costs, damages, liabilities, penalties, proceedings, suits or demands made against SafeRide ("**Third Party Claim(s)**") arising from, in connection with, or regarding i) Company's negligence or intentional misconduct in the performance of services hereunder, ii) an act or omission by Company, or its Users, which would constitute a violation of law, including without limitation, HIPAA, and iii) a breach by Company of any term or condition of this Agreement. Any obligation of indemnification hereunder extends to any negligent or willful misconduct of Company's Users, drivers, officers, directors, employees, contractors, consultants and/or agents.

To the extent permitted by law, SafeRide agrees to defend, indemnify and hold Company, and its officers, directors, managers, partners, Clients, Members, employees, agents and affiliates, harmless from and against any and all claims, actions, costs, damages, liabilities, penalties, proceedings, suits or demands made against Company ("**Third Party Claim(s)**") arising from, in connection with, or regarding i) SafeRide's negligence or intentional misconduct in the performance of services hereunder, ii) an act or omission by SafeRide, or its officers, directors, managers, shareholders, partners, Clients, Members, employees, agents and affiliates, which would constitute a violation of law, including without limitation, HIPAA, and iii) a breach by SafeRide of any term or condition of this Agreement. Any obligation of indemnification hereunder extends to any negligent or willful misconduct of SafeRide's officers, directors, managers, shareholders, partners, employees, agents and affiliates.

F. Confidential Information. SafeRide and Company each agree to keep confidential, and to use only for purposes of performing under this Agreement, proprietary or confidential information of the other Party disclosed pursuant to this Agreement which is marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("**Confidential Information**"). Except as otherwise permitted by this Section, the terms of this Agreement are confidential.

The obligation of confidentiality shall not apply to: information which is already public at the time of its disclosure or becomes public through no unlawful act of the receiving Party; is known by the receiving Party at the time of disclosure as evidenced in writing; is rightfully obtained from a third party who has the right to disclose it; or which is required by a court to be disclosed following sufficient notice to the disclosing Party of a motion to obtain a court order to such effect.

A disclosing Party's Confidential Information remains the property of the disclosing Party. Upon termination of this Agreement, the receiving Party will return the disclosing Party's Confidential Information to the disclosing Party, and all copies thereof, which are in the possession or control of the receiving Party unless otherwise provided in this Agreement.

During the Term, either Party may use the other Party's name and may reference this Agreement in press releases, articles, brochures, marketing materials, advertisements and other publicity, subject to the other Party's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed; provided that such use is not in violation of laws, including without limitation, laws relating to unfair advertising, and does not knowingly injure the goodwill of a Party or otherwise damage its trademarks and service marks.

G. Term and Termination.

1. **Term.** This Agreement will commence on the Effective Date and continue for twelve (12) months ("**Initial Term**"). Thereafter, the Agreement will automatically renew for additional twelve (12) month periods ("**Renewal Terms**") unless either Party provides the other with written notice of its intent not to renew at least forty-five (45) days prior to the end of the then current term. The Initial Term and any Renewal Terms may be collectively referred to herein as "**Term.**"
2. **Termination.**
 - a. Without Cause. Either Party may terminate this Agreement by providing 30 days written notice to the other.
 - b. For Cause. Either Party may terminate this Agreement immediately by giving written notice to the other of such termination upon the occurrence of any of the following:
 - i. a material breach of this Agreement and failure to cure such breach within 30 days of receipt of written notice thereof;

- ii. an assignment for the benefit of creditors, insolvency or inability to pay debts in the ordinary course of business;
 - iii. proceedings are instituted by or against a Party in bankruptcy or under insolvency laws or for reorganization, receivership or dissolution, or
 - iv. SafeRide upon receipt of notice or belief that Company or Users are violating obligations imposed by HIPAA or other federal or state privacy laws.
3. **Effect of Termination.** Upon termination of this Agreement, the Parties will immediately secure and store Confidential Information it has in its possession or under its control for the greater of 4 (four) years or as may be required by applicable State or Federal law, or as may be required by a Medicare or Medicaid program requirement. To the extent that SafeRide has claims against Company or Company has claims against SafeRide, SafeRide and Company may elect to hold and preserve Confidential Information which may be required for use in a court proceeding or arbitration, until final resolution of such claims.

H. Insurance.

1. During the Term, Company shall maintain the following insurance, at its sole cost and expense. The amounts of such insurance coverages shall be maintained at the greater of i) that set forth below, or ii) as required by state or federal law, including that which may be required by Medicare or an applicable state Medicaid program requirement (i.e. see NEMT Manual):
 - a. Workers' compensation insurance, in amounts required by State and Federal law, and / or relevant Medicare or Medicaid requirements, but in no event less than \$300,000. Company shall require its agents or independent contractors to maintain similar insurance. If such agents or independent contractors fail to maintain such insurance, Company will ensure agents and independent contractors are covered by Company's insurance, or they are specifically prohibited from providing Transportation Services hereunder.
 - b. Commercial General Liability insurance of not less than \$1,000,000 per occurrence.
 - c. Sexual Abuse and Molestation insurance of not less than \$500,000 per occurrence or \$500,000 in the aggregate.
 - d. Comprehensive Automobile Liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement, in an amount of not less than the greater of \$500,000 or as required under the laws of the state in which Transportation Services are rendered, covering the operation of automobiles to be used by Company or its officers, employees or agents in connection with the performance of Transportation Services hereunder.
 - e. SafeRide shall be named as an additional insured on the above policies, and policies shall be written as primary coverage and not contributing with, or in excess of, coverage that SafeRide may carry.
2. On the Effective Date, and upon renewal of a policy during the Term, Company shall provide SafeRide with a certificate of insurance and policy endorsement for the policies required above. Company's insurance shall not be materially changed, canceled, not renewed or terminated unless SafeRide is provided at least thirty (30) days prior written notice and certificates evidencing new insurance policies meeting the requirements of this section.
3. The above insurances shall be occurrence-based policies. In the event Company obtains claims-made insurance coverage, it shall also obtain appropriate "tail coverage" for claims made after the Term but occurring during the Term.

I. Compliance with Laws/Laws Governing Health Information.

1. Each Party agrees to comply with applicable laws, rules and regulations, including, but not limited to, laws governing health information privacy, internet regulations and applicable export laws. Simultaneously with the execution of this Agreement, Company shall enter into the Subcontractor Business Associate Agreement attached hereto as **Exhibit F.**
2. CDC Guidance for Transportation of Persons Under Investigation ("***PUI***") and COVID-19 Members. On March 10, 2020, the Centers for Disease Control and Prevention ("***CDC***") issued Interim Guidance for Emergency Medical Services ("***EMS***") Systems and 911 Public Safety Answering Points ("***PSAPs***") for COVID-19 in the United States outlining certain steps to be taken to mitigate the risk of spreading Covid-19 ("***CDC Guidance***").

If Company elects to provide transport to PUI or COVID-19 passengers, Company acknowledges and agrees that it shall comply with such CDC Guidance.

3. As of the Effective Date, neither Company, nor its owners, principals, officers, directors, employees or other affiliated entities or persons are identified on the Federal Department of Health and Human Services Exclusions List ("**Exclusions List**") found at oig.hhs.gov/exclusions. Company will notify SafeRide within five (5) business days if, during the Term, Company or an owner, principal, officer, director, employee or affiliated party has been placed on the Exclusions List.

J. Miscellaneous.

1. Amendment. Except as otherwise expressly provided herein, this Agreement may only be modified in writing and signed by an authorized representative of each Party.
2. Notices. Notices hereunder must be in writing and will be deemed given when delivered personally at the address below the signature blocks, by email (with confirmation of receipt), or on the third business day after deposit with the U.S. Post Office (registered or certified, return receipt requested), or by date of delivery if by other courier.
3. Assignment. Company may not assign this Agreement or its rights or obligations hereunder without SafeRide's prior, written consent.
4. Force Majeure. Neither Party shall be responsible for delays, errors, failures to perform, interruptions or disruptions in Transportation Services or SafeRideManager® caused by or resulting from an act, omission or condition beyond its control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods, epidemic or pandemic, or other natural disaster, or third party breaches of the SafeRideManager®.
5. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the state of Texas exclusive of its conflict of law principles. Venue for any lawsuit involving this agreement shall be in _____ County, Texas.
6. Independent Contractors. Nothing contained in this Agreement is intended or is to be construed to create a partnership, joint venture or agency relationship between SafeRide and Company or its employees or agents.
7. Severability. If a provision of this Agreement is held invalid, illegal or unenforceable, such provision will be reformed only to the extent necessary and in such a manner to effect the original intention of the Parties with all remaining provisions continuing in full force and effect.
8. Waiver. A failure by either Party to enforce a provision of this Agreement shall not operate as a waiver of that provision or any subsequent breach of the same or a different kind. In actions or proceedings between the Parties, the prevailing Party shall be entitled to recover its costs, including reasonable attorney fees.
9. Survival. Sections C, D, E F, H, G.3. and I shall survive the expiration or termination of this Agreement.
10. Publicity and On-site Demonstrations. With prior written approval by Company, Company acknowledges and agrees that SafeRide may use Company's name, location and Services it has licensed, in standard press releases and in SafeRide's publications. At a time of day convenient for Company and with the permission of the Company, SafeRide may take interested parties to the Company premises to demonstrate SafeRideManager's®.

Signature page follows

IN WITNESS WHEREOF, the Parties hereby execute this Agreement effective as of the Effective Date.

SAFERIDE, INC.

By: _____

By: _____

Name (Printed): Whitney Schrader

Name (Printed): _____

Title: Head of Network

Title:

Date:

Date:

Address:

Address:

6125 Washington Blvd, 2nd Floor
Culver City, CA 90232

EXHIBIT A

SERVICE LEVEL AGREEMENT/DRIVER AND VEHICLE STANDARDS

A. Service Levels Agreement.

- a. The following definitions apply to this Exhibit A:
 - i. “Advance Ride” means a ride assigned to Company prior to 4:30 PM local time on the calendar day prior to the ride day.
 - ii. “Same Day Ride” means a ride assigned to Company on the same calendar day as the pickup time.
 - iii. “A-LEG Ride” means a ride to care that has a scheduled appointment time.
 - iv. “B-LEG Ride” means a ride from care that has only a scheduled pickup time.
 - v. “Pick up time” means the scheduled pickup time in SafeRideManager®.
 - vi. “Drop off time” means the scheduled drop off time SafeRideManager®
 - vii. “Confirmed Ride” means a ride with the confirmation status set to “Confirmed” by Company. It is an indication that the Company is committed to fulfilling the ride.
 - viii. “Fulfilled Ride” means a ride in which the Company delivered the rider to, or from, care, regardless of on-time performance.
 - ix. “Service Area” means the zip codes/counties as is set forth on the applicable rate card.

B. Service Levels

SafeRide’s service levels are defined in our SafeRide Health NEMT handbook. Standard Service Levels are defined below. Any additional SafeRide Program specific requirements will be shared with Company before those service levels are enforced. Company agrees it shall meet or exceed the following service level

- a. On-Time Performance (measured monthly)
 - i. 95% of Advanced Rides On-Time defined as:
 1. A-Leg: Arrive less than 60 minutes prior to scheduled drop off time.
 2. B-Leg: Pick within 30 minutes after the scheduled pick-up time
 - ii. 95% of Same Day Rides On-Time defined as:
 1. A-Leg: Arrive less than 60 minutes prior to a scheduled drop off time
 2. B-Leg: Pick up within 30 minutes after the scheduled pick up-time
 - iii. 90% of On-Demand Hospital Discharge Rides On-Time defined as:
 1. B-Leg: Pick-up within 180 minutes of request time
 - iv. 90% of Will Call Rides On-Time defined as:
 1. B-Leg: Pick-up within 60 minutes of request time
 - b. Ride Acceptance Rates:
 - i. 95% of Advance Ride requests accepted as long as trips are in the Service Area.
 - ii. 50% of Same Day Ride requests accepted
 - c. Confirmed Ride Fulfillment Rates:
 - i. 99% of accepted Advance Rides fulfilled
 - ii. 95% of accepted Same Day Rides fulfilled
 - iii. 99% of Confirmed Same Day and Will Call Rides fulfilled
- a. Company must set status of all assigned rides to “confirmed” or “unable to fulfill” by 3PM the day before the scheduled pick-up time.
 - b. If the driver will be late, Company must call the Rider and alert them of the delay. If the rider will be late to an appointment, Company shall also call SafeRide to coordinate a resolution.
 - c. If a driver arrives early for a ride, they must wait at the location until the scheduled pickup time.

- d. If a Rider is running late, the driver must wait 15 minutes before cancelling the ride and releasing the vehicle. Company must update the status of assigned rides to “Confirmed” or “Cancelled - Patient No-Show”.
- e. Dispatchers must answer 95% of on-demand live chats within 5 minutes of request.

f. Compliance Standards:

- For a Medicare and Medicaid programs, Company must upload Company, driver, and vehicle information into SafeRideManager® as part of the onboarding compliance process. Company shall update this information **no less than bi-annually**, or in accordance with program requirements.
- Company must provide notice to SafeRide of any complaints or grievances within 24 hours of receipt of the information.
- Company must alert SafeRide to vehicle accidents or passenger injuries within the following time periods:
 - Accident with injury – Notification within 1 hour
 - Incident with injury - Notification within 1 hour
 - Accident without injury – Notification within 24 hours
 - Incident without injury – Notification within 24 hours
- Company must alert SafeRide to non-compliant vehicles or drivers within 24 hours of discovery of non-compliance.

A. Standards

Upon prior, written notice from SafeRide, Company shall allow for inspections of its vehicles by SafeRide or Client representatives, accreditation bodies, or by authorized government officials, including, but not limited to, the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, the DOI, and applicable State or federal agency(ies). Company agrees to provide, in a timely and complete manner, documents, data or other information as may be required to evidence compliance with this Agreement and applicable law.

Company shall ensure that:

- a. Drivers shall:
 - i. be at least 21 years old or as is required by applicable law in the market serviced;
 - ii. have a valid driver's license for the vehicle operated and be able to safely operate such vehicle and any associated equipment;
 - iii. know the geography and be able to manage the conditions of the required driving environment;
 - iv. have not had more than one accident or two moving violations in the previous three years;
 - v. not have had a driver’s license suspended or revoked in the previous five years;
 - vi. have passed background checks and drug screens in accordance with standards set forth in Federal 49 CFR Part 382, as well as standards for medical transportation proscribed by state and local authorities and laws;
 - vii. prohibit smoking in vehicles passengers and post "no smoking" signs in vehicle interiors which are readily visible to passengers;
 - viii. not eat while transporting passengers;
 - ix. not allow friends or family to ride in the vehicle while transporting passengers, unless authorized by SafeRide;
 - x. allow service animals in their vehicles;
 - xi. ensure passengers enter and exit the vehicle in unobstructed and safe locations. Drivers must provide assistance to passengers entering and exiting, when needed, and ensure doors are closed before vehicle is put in motion;
 - xii. safely secure folding wheelchairs and walking aids;

- xiii. not touch passengers except as appropriate and necessary to assist the passenger into a seat or to secure the seatbelt, or as necessary to render first aid for which the driver has been trained. Drivers must request permission from the passenger prior to touching the passenger.
- xiv. not make sexually explicit comments or solicit favors, medications, or money from passengers;
- xv. not accept responsibility for passenger's personal items;
- xvi. not allow firearms or other weapons, unauthorized controlled substances, or highly combustible materials to be transported in the vehicle;
- xvii. check their vehicle to ensure that all passengers have vacated the vehicle at the end of the trip;
- xviii. ensure vehicles meet State, Federal, local, and manufacturer's safety and mechanical operating and maintenance standards and shall comply with the American's with Disabilities Act (ADA);
- xix. have no prior convictions for substance abuse, sexual abuse, felonies or violent crime;
- xx. not use prescription medications that impact the ability of the driver to perform his or her duties;
- xxi. not operate a vehicle while impaired, including by the use of alcohol or narcotics, or use illegal drugs, at any time;
- xxii. wear, or have visible, easily readable and proper identification;
- xxiii. not use mobile devices (including texting) or headphones while the vehicle is in motion;
- xxiv. utilize child safety seats when transporting children under age five or age as defined by applicable laws. Drivers shall not place children in child restraint seats in the front seat of a vehicle.
- xxv. possess medical certifications or specialty training required by federal law and the laws of the state in which services are provided for NEMT driver training, including:
 - Passenger sensitivity and customer service;
 - Vehicle safety;
 - Passenger loading/unloading and securement;
 - Defensive driving techniques;
 - Service area familiarization;
 - Accident and emergency procedures, and
 - Operation of a vehicle of the type to be driven.

b. Vehicles shall:

- i. Be maintained in compliance with applicable federal and State regulatory requirements;
- ii. be equipped with a two-way communication system linking all vehicles used in delivering the Transportation Services with the Company's major place of business;
- iii. carry an information packet containing up-to-date vehicle registration, insurance card and accident procedures and forms;
- iv. be equipped with a complete first-aid kit;
- v. have functioning, clean and accessible seat belts for each passenger seat position;
- vi. have, at a minimum, the following in good working order: brakes, tire, tread, turn signals, and horn;
- vii. have a clean passenger compartment, free from torn upholstery, floor, or ceiling covering, damaged or broken seats, protruding sharp edges;
- viii. have a functioning speedometer, odometer, heating and air-conditioning systems; and
- ix. have the Company's name, vehicle number (if applicable), and phone number prominently displayed within the interior of the vehicle.

EXHIBIT B

SAFERIDE SERVICES

A. SafeRideManager®

1. **License.** During the Term and subject to the terms and conditions contained herein, SafeRide hereby grants to Company, a nonexclusive and nontransferable license to use SafeRideManager® for its own use and those of its Users, and for only for those purposes contemplated herein. As used herein, “*User*” shall mean, and include, a Company employee or agent or other person or entity identified by Company as a permitted user under this Agreement.
2. SafeRide shall maintain SafeRideManager® in accordance with applicable law, as a safe and secured host environment.
3. SafeRide may, from time-to-time, upgrade and/or modify SafeRideManager’s® features and functionality. Company shall monitor SafeRideManager® and the Website from time to time for upgrades and/or modifications and shall be responsible for notifying Users of such modifications within five (5) business days.
4. SafeRide retains all right, title and interest, in, and to, SafeRideManager®. All software, source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries, and inventions (whether patentable or not) made or developed in connection with the Services and SafeRideManager® shall be the sole and exclusive property of SafeRide.
5. If SafeRide suspects, or is aware of, unlawful or inappropriate use of SafeRideManager® by Company or a User, or a use in violation of the Website Terms of Service, SafeRide shall attempt to notify Company of such inappropriate use in order for Company to remedy such inappropriate use. If the inappropriate use is not discontinued, SafeRide may, in its sole discretion, immediately suspend or terminate the provision of Services and access to *SafeRideManager®* by Company and its Users.

B. Set up, deployment and implementation services

1. SafeRide will utilize technical information and requirements information provided by Company for set-up, implementation and deployment. Company is responsible for accuracy of information provided to SafeRide.
2. SafeRide shall perform initial account set up and provide initial training for Users of SafeRideManager®. SafeRide shall provide telephonic, email and video conferencing support. Company shall assist as needed during the set-up configuration and training.
3. SafeRide is available to provide up to two (2) training sessions on the System at no additional cost. Subsequent training sessions will be provided at the discretion of SafeRide and additional fees may be charged for each additional training session.
4. Ongoing telephonic and email support will be provided between the hours of 7:00am to 5:00 pm Pacific Standard Time Monday through Friday, with the exception of federal holidays. SafeRide reserves the right to revise this schedule in its sole discretion.
5. Company shall maintain the following:
 - Mobile:** Apple IOS (11.0 or higher) or Android (6.0 or higher)
 - Operating System:** Windows (7 or higher) or MAC (10.10 or higher)
 - Browsers:** Internet Explorer (10 or higher), Chrome (50 or higher) or Safari (10 or higher)
 - High Speed Internet Connection – Recommended**

6. For Services provided under SafeRide Program, there shall be no cost to Company for dispatch of those program rides, however, certain SafeRideManager® features may be locked.
7. For transportation services provided by Company to riders outside of a SafeRide Program (“*Non-SafeRide Program*”), SafeRideManager® may be utilized by SafeRide’s Premier Companies. Premier status is by SafeRide’s invitation only. Upon obtaining Premier status, Company shall
 - a. be permitted to dispatch up to 100 rides per-day for Non-SafeRide Programs at no cost;
 - b. Rate cards for rides associated with Non-SafeRide Programs may be set by Company; and
 - c. Certain SafeRideManager features may remain be locked.
8. To unlock a SafeRideManager® feature or perform over 100 rides per day for Non-SafeRide Programs, contact network@saferidehealth.com.

Disclaimer of Warranties.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, SAFERIDE PROVIDES THE SERVICES, AND SAFERIDEMANAGER® “AS IS”, AND “WHERE IS.” SAFERIDE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING SERVICES OR SAFERIDEMANAGER® AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. Further, except as otherwise expressly provided in this Agreement, SafeRide makes no warranties regarding the quality, reliability, timeliness or security of the Services or SafeRideManager® or that the Services or SafeRideManager® will be uninterrupted or error free. SafeRide assumes no responsibility or liability for the deletion or failure to store, or to store properly, electronic data other than as required of it by law. Company and Users assume the risk in downloading or otherwise accessing any data, files or other materials obtained from third parties by means of SafeRideManager®.

EXHIBIT C

TRANSPORTATION RATE CARD AND REIMBURSEMENT

1. **Term of rates paid hereunder:** Rate cards, the form of which is attached to this Exhibit C, once approved by SafeRide are binding for 12 months from the approval date of such rate card. SafeRide and the Company, however, may re-negotiate this rate at any time, for additional volume, additional clients or additional scope (e.g., PUI/ COVID 19 transport rates).
2. **Rate reimbursement details:**
 - a. For Transportation Services approved by a Client under a SafeRide Program, Company agrees to accept payment of the rates in effect at the time, qualified by the following:
 - i. SafeRide shall not be obligated to pay for Transportation Services that have not been approved by SafeRide, or a Client's authorized personnel. Additional charges (e.g. stair charges or oxygen tanks), if allowed by the Client, shall be processed in SafeRide's sole discretion.
 - ii. SafeRide will pay the selected transport mode (e.g., Wheelchair) as identified in the SafeRideManager® platform. Changes made outside of the platform are not eligible for payment by SafeRide.
 - iii. SafeRide shall pay the pre-approved loading fee and mileage identified as the most direct route as according to SafeRide's platform (powered by MapBox /Google Maps). In the event of a discrepancy, Company may request to have a ride's mileage confirmed or reviewed prior to the submission of a claim for payment.
 - iv. Unauthorized and undisclosed changes to rate cards made by Company or Users for SafeRide Programs shall be a material breach and grounds for immediate termination of this Agreement.
 - v. Company acknowledges and agrees that SafeRide has no obligation to bill or collect from riders or CMS for Transportation Services provided hereunder.
 - vi. Company shall provide ride data and claims data in a format defined by SafeRide. SafeRide shall not be obligated to pay for claims submitted after thirty (30) days after the actual trip date. For Transportation Services provided under a SafeRide Medicaid program, Company shall provide ride data and claims no later than ninety-five (95) days following the actual trip date.
 - vii. SafeRide shall pay claims within 30 calendar days of the adjudication date of a properly completed invoice from Company, which shall include accurate ride and claims data.
 - viii. When required by Medicare, Medicaid or instructed by SafeRide, Company must provide pick up and completion time stamps for all rides. Claims for rides without this data will not be reimbursed by SafeRide. Claims that are denied for missing information will be promptly returned to Company by SafeRide. Any such claims may be resubmitted with the missing information for payment so long as each is filed within the time periods set forth in Section 2.vi. above.
 - ix. Company must utilize SafeRideManager®, for dispatch only or dispatch and the driver mobile application, for no less than ninety-five percent (95%) of Transportation Services provided under SafeRide Programs if average weekly volume exceeds 25 rides-per-week.
3. For Transportation Services under Non-SafeRide Programs (ie. a school system), Company acknowledges and agrees that it is responsible for billing and collecting payment from such third parties. SafeRide will capture and maintain data set forth above, but Company must access and process its own invoicing and billing for Transportation Services rendered to such third parties.

ADDENDUM 1 TO EXHIBIT C
FORM OF RATE CARD

EXHIBIT D
DIVISION OF RESPONSIBILITIES

The table below illustrates the division of responsibilities for key services in a typical fully managed Medicare or Medicaid program. However, each program is unique and delivered in accordance with local market regulations and the needs of our client (who for example may have their own care navigation teams booking rides).

	Healthcare Organization	SafeRide	NEMT/Company
Accept Transportation request from member		X	
Determine eligibility of member		X	
Authorize transport for member		X	
Determine appropriate transport type (NEMT/Lyft)		X	
Determine appropriate transport mode (Ambulatory, Wheelchair, etc)		X	
Schedule / update transportation requests		X	
Accuracy of transport information (times, dates, addresses, etc.)		X	
Pay SAFERIDE for transport	X		
Provide transport booking, management and real-time monitoring system		X	
Develop / maintain transport network		X	
Pay transport network		X	
Capture and maintain ride data, billing data, rating data and patient analytics		X	
Provide transport			X
Provide required encounter data for billing / reimbursement			X
Name SafeRide as add'l insured on CGL policy, automotive policy			X
Driver and Vehicle Oversight (ensure licensing, insurance, and training requirements meet state / contractual requirements)			X
Maintain service level requirements			X
Company will provide SAFERIDE access to all HIPAA-related materials			X
Encounter data and complaint reporting			X

EXHIBIT E

SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement (“*Agreement*”) is made and effective the ___ day of ___, 2021 (“*Effective Date*”), by and between SafeRide, Inc. (“*Business Associate*”) and _____ (“*Subcontractor*”) (each a “*Party*” and collectively, “*Parties*”).

RECITALS

WHEREAS, both Parties desire to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 as amended by the American Recovery and Investment Act of 2009 (“*HIPAA*”), and implementing regulations which are codified at 45 C.F.R. Part 160, 162 and 164, as such regulations may be amended from time to time and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and implementing regulations and guidance issued by the Secretary, as may be amended from time to time (“*HITECH*”) (collectively referred to hereinafter as the “*HIPAA Standards*”); and

WHEREAS, such HIPAA Standards require Business Associate to enter into a Subcontractor Business Associate Agreement with its Subcontractors that provide or assist Business Associate with a function or activity which may involve the use or disclosure of protected health information (“*PHI*”);

WHEREAS, the Parties entered into an arrangement whereby Subcontractor provides services to Business Associate related to services Business Associate is performing for Covered Entities involving Protected Health Information (“*Services*”). As a result, Subcontractor may create, receive, maintain or transmit Protected Health Information on behalf of Business Associate in fulfilling its obligations under the Services. Subcontractor qualifies as a “Subcontractor” and business associate under the Regulations.

WHEREAS, Business Associate and Subcontractor agree to enter into this Agreement to ensure compliance with the HIPAA Standards including amendments thereto set forth in HITECH Act and applicable state laws.

NOW, THEREFORE, in consideration of the Parties’ continuing obligations to each other, compliance with the HIPAA Security and Privacy Rules and the HITECH Act, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement.

1. DEFINITIONS.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Standards: **Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.**

In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Standards, the HIPAA Standards in effect at the time shall control.

2. RESPONSIBILITIES OF SUBCONTRACTOR

- a. **Use or Disclosure.** Subcontractor shall not use or disclose PHI other than to perform the Services or as Required By Law.
- b. **Compliance with the HIPAA Security Regulations.** Subcontractor agrees to use appropriate, commercially reasonable safeguards to prevent use or disclosure of PHI.
- c. **Mitigation.** Subcontractor agrees to mitigate harmful effects of a use or disclosure of PHI.
- d. **Reporting.** Subcontractor agrees to report to Business Associate within thirty (30) business days from the date Subcontractor knew or reasonably should have known i) use or disclosure of PHI not permitted by this Agreement, ii) Security Incidents of which Subcontractor becomes aware or iii) Discovery of a Breach of Unsecured PHI.

Security Incident” means a successful unauthorized access, use, disclosure, modification or destruction of PHI. The Parties acknowledge and agree that this Section 2.d constitutes notice by the Parties of the

ongoing occurrence of attempted but Unsuccessful Security Incidents which shall include, but not be limited to, pings and other broadcast attacks on Subcontractor's firewall, port scans, unsuccessful log-on attempts, denials of service, malware such as worms or viruses and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure, modification or destruction of PHI.

- e. **Subcontractors and Agents.** Subcontractor shall not assign or further subcontract Services.
- f. **Access to PHI.** If Subcontractor maintains PHI in a Designated Record Set, Subcontractor agrees to provide access to such PHI to Business Associate or its designee within thirty (30) days of Business Associate's written request to allow Business Associate to meet HIPAA requirements. If an individual requests access to PHI from Subcontractor, Subcontractor shall promptly notify Business Associate so that Business Associate can respond directly to such individual.
- g. **Amendment of PHI.** Upon receipt of a written request by Business Associate for the amendment of an individual's PHI contained in a Designated Record Set, Subcontractor shall provide such information to Business Associate for amendment, within thirty (30) days of receipt of written request from Business Associate, and if applicable, incorporate such amendments to such PHI. If an individual requests amendment to PHI directly from Subcontractor, Subcontractor shall notify Business Associate so that Business Associate can respond directly to such individual.
- h. **Records.** Subcontractor shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Business Associate, or created by Subcontractor for Business Associate, available to the Secretary in order to determine compliance with HIPAA Standards.
- i. **Documentation of Disclosures.** Subcontractor agrees to document Disclosures of PHI, if any, and related information related so Business Associate may respond to a request by an Individual for an accounting of Disclosures.
- j. **Accounting of Disclosures.** Within thirty (30) days of receipt of written notice from Business Associate that it has received a request by an individual for an accounting of Disclosures of PHI, Subcontractor agrees to provide such information as necessary for Business Associate to satisfy its obligations under HIPAA.
- k. **Prohibition on Sale of PHI.** Subcontractor shall not sell PHI.
- l. **Minimum Necessary Use and Disclosure.** In performing the Services that involve the use of PHI, Subcontractor agrees to limit PHI to the minimum amount of information necessary to perform Services.

3. PERMITTED USES AND DISCLOSURES BY SUBCONTRACTOR

- a. **General Use and Disclosure Provisions.** Subcontractor may use PHI only in connection with Services.
- b. **Specific Use and Disclosure Provisions.**
 - (1) Subcontractor may only use PHI for management and administration or to meet its legal responsibilities, provided, however, that PHI may only be disclosed if the disclosures are required by law.
 - (2) Subcontractor will notify Business Associate if the confidentiality of PHI been breached.
 - (3) Subcontractor may use and disclose PHI to report violations of law to appropriate Federal and State authorities.
 - (4) **De-Identification.** Subcontractor may de-identify Protected Health Information, provided that such de-identification is performed in accordance with HIPAA. Such de-identified information is no longer deemed PHI under HIPAA Standards.

4. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate shall notify Subcontractor in writing of changes in, or revocation of, permission by Individual to use or disclose PHI, if changes affect Subcontractor's permitted or required uses and disclosures of PHI.
- b. Business Associate shall notify Subcontractor in writing of restrictions to the use of PHI that it has agreed to or is required to abide by in accordance with HIPAA if such restriction affects Subcontractor's use of PHI.
- c. Business Associate shall not request Subcontractor impermissibly use or disclose PHI.

5. TERM AND TERMINATION

- a. **Term.** This Agreement will commence upon the Effective Date and will continue as long as Subcontractor has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.
- b. **Termination for Cause.** Upon either Party's knowledge of a material breach by the other Party, the terminating Party shall notify the other Party in writing and provide an opportunity for the breaching Party to cure the breach within thirty (30) days of such notice. If a cure is not reasonably possible, the terminating Party may immediately terminate this Agreement and the Services Agreement, upon written notice to the other Party.
- c. **Effect of Termination.** Upon termination of this Agreement, Subcontractor shall return or destroy (as directed by Business Associate) PHI received from Business Associate. Subcontractor shall not retain copies of PHI. If Subcontractor determines that returning or destroying PHI is infeasible, Subcontractor shall extend the protections of this Agreement to such PHI for so long as Subcontractor maintains such PHI.

6. MISCELLANEOUS

- a. Survival. The respective rights and obligations of Business Associate and Subcontractor under Sections 2, 5, 6 and 7 hereunder will survive the termination of this Agreement.
- b. Notices. Except as otherwise agreed to in this Agreement, notices hereunder must be in writing and delivered personally or sent by certified mail, return receipt requested, to the addresses in the signature blocks below.
- c. Interpretation. Ambiguity in this Agreement will be resolved in a way that permits Business Associate (and Covered Entities to which Business Associate is a business associate) to comply with HIPAA, the Regulations, and other applicable law, including HITECH and regulations promulgated thereunder.
- d. No Third-Party Beneficiaries. This Agreement does not create third-party beneficiary rights.
- e. Waiver. No waiver of liability or obligation hereunder by a Party will be deemed a waiver of other liabilities or obligations.
- f. Independent Contractors. Each of the Parties are independent contractors. Nothing herein will make them partners or joint venturers or make Subcontractor an agent of Business Associate.
- g. Entire Agreement. This Agreement represents the Parties' sole agreement concerning the subject matter herein and supersedes previous drafts, understandings or communications.
- h. Representations and Warranties. Subcontractor warrants and represents that it is in compliance with the Security Rule and the provisions of the Privacy Rule that apply to business associates.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

BUSINESS ASSOCIATE

SUBCONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Address:

Address:

**AMENDMENT TO
TRANSPORTATION SERVICES AGREEMENT**

THE AGREEMENT(S) TO WHICH THIS AMENDMENT IS ATTACHED IS/ARE HEREBY AMENDED TO INCORPORATE THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS AND ANY CONFLICTING TERMS, CONDITIONS OR PROVISIONS IN THE FORGOING ATTACHED AGREEMENT ARE NULL AND VOID AND OF NO EFFECT, IN FAVOR OF THE FOLLOWING:

Parties

The contracting party is the City of Lubbock, Texas, 1314 Avenue K, PO Box 2000, Lubbock, Texas 79457-2000 and any and all legal notices to the City of Lubbock shall be sent to the City Secretary at that address. The parties acknowledge and affirm that no department of the City of Lubbock has the legal authority to enter into any contract of any type or nature in the name of the department or to accept any legal notice on behalf of the City of Lubbock.

Funding

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 the 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. If this agreement is between governmental entities, as defined by Chapter 791 of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Venue and Applicable Law

This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the Parties, 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 appropriate jurisdiction in Lubbock County, Texas *exclusively*.

Rights and Remedies Reserved

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

Public Information

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 *et seq.*, as amended (the "Texas Public Information Act") the same shall be of no force and effect.

No Third-Party Beneficiaries

This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

No Personal Liability

Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

No Joint Enterprise

This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

No Indemnification by City

The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid.

Compliance with Chapter 2270, Subtitle F, Title 10, Texas Government Code

SafeRide warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel; and (2) it will not boycott Israel during the term of the contract.

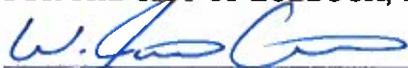
Sovereign Immunity Acknowledged and Retained

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 CITY OF LUBBOCK RETAINS ALL GOVERNMENTAL IMMUNITIES.

AGREED:

FOR THE CITY OF LUBBOCK, TEXAS:

FOR SAFERIDE:





W. Jarrett Atkinson, City Manager

Whit Schrader

Name and Title

Date: 6/4/21

Date: May 25 2021

The person signing on behalf of the vendor represents and warrants that he/she has sufficient authority to bind the vendor and enter into this amendment to the underlying agreement.



SafeRide, Inc.

6125 Washington Blvd, 2nd Floor
Culver City, CA 90232
SafeRideHealth.com

To all concerned,

SafeRide Health understands that the agreement with Citibus is subject to ratification by the Lubbock City Council after the initial signing of the agreement.

We look forward to working together as partners moving forward.

Thank you.

--

Chris Koenig
Director of Network-Texas | [SafeRide Health](#)
210-557-2114



Regular City Council Meeting

7. 18.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Lubbock Power & Light: Consider Ordinance No. 2021-00062, amending Section 22.02.103 of Title I, Chapter 22, Article 22.02, Division 3, of the Lubbock Code of Ordinances, to permit Lubbock Power & Light to update the fee structure for recovery of the cost of providing underground electric distribution service as part of the annual review and approval of the LP&L Electric Rate/Tariff Schedule.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

For any new development project within LP&L's service territory, engineering staff must collaborate with developers to determine the best route to deliver electricity. Doing so requires underground line extensions through easements or public right of way. Utility cost recovery fees are assessed to permit the utility to re-coup a portion of costs incurred during construction of such extensions. The intent of any assessment is to balance the initial investment to increase meters with actual installation costs.

The last change to the fee structure for utility recovery of fees occurred in 2004 for commercial developments and in 2006 for residential developments. In addition to increases in construction costs since that time, residential subdivisions without alleys have been introduced, which significantly increases construction costs.

The EUB has recommended to the City Council the amendment of Section 22.02.103 of the City Code of Ordinances to permit LP&L to make changes to the fee structure through the LP&L Electric Rate/Tariff, which is updated at least annually as part of the LP&L Electric Rate/Tariff review and approval process.

Fiscal Impact

Utility cost recovery fees are dependent on new development projects and vary annually. A proposed increase will be submitted as part of the FY 2021-22 operating budget to recoup a portion of these costs.

Staff/Board Recommending

David McCalla, Director of Electric Utilities

Attachments

City Council Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 22.02.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK RELATED TO THE REVIEW OF THE FEE STRUCTURE FOR UTILITY COST RECOVERY REGARDING THE PROVISION OF UNDERGROUND ELECTRIC DISTRIBUTION SERVICE TO DEVELOPMENTS; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock to update certain portions of the City of Lubbock code ordinances by proposing certain amendments to Section 22.02.103 of the Code of Ordinances with regard to the City of Lubbock's electric utility;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council for approval, and is responsible for the proper implementation of the Rate Schedule pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, as part of its review of the tariff, it is in the best interest of the citizens of Lubbock for the Electric Utility Board to annually review fees for certain undergrounding activities as provided in Section 22.02.103 of the Code of Ordinances; NOW THEREFORE

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

This article shall be in full force and effect on or after July 1, 2021.

SECTION 1. THAT Section 22.02.103(a) of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.02.103 Fees

(a) The utility shall collect the following fees from the developer to recover the cost of providing underground electric distribution service to developments subject to this division. The developer shall be required to pay to the utility in advance of construction as an aid to construction for underground electric distribution the following fees with all measurements being taken per the centerline of the alley, easement or right-of-way:

Beginning:

7/1/2003: twelve dollars (\$12.00) per linear foot.

7/1/2004: fourteen dollars (\$14.00) per linear foot.

7/1/2005: sixteen dollars (\$16.00) per linear foot.

7/1/2006: eighteen dollars (\$18.00) per linear foot.

7/1/2007: City council will review the fee structure outlined above and may by resolution alter the fee structure that applies to all electric utilities, as defined herein, to reflect the actual costs incurred in providing underground utility service.

1/1/2012: The electric utility board will review the fee structure outlined above and may by resolution request that the city council alter the fee structure as it applies to the city's municipally owned electric utility, Lubbock Power and Light, to reflect the actual costs incurred by Lubbock Power and Light in providing underground utility service.

07/1/2021: The electric utility board will annually review the fee structure outlined above and may alter the fee structure as it applies to the City's municipally owned electric utility, Lubbock Power & Light, to reflect the actual costs incurred in providing underground utility service by: (i) resolution to the city council requesting such alteration(s) to the fee structure as provided above, or (ii) review, approval, and recommendation of approval of the Electric Rate/Tariff Schedule to the City Council to include such fee structures and make alterations thereto.

SECTION 2. THAT should any paragraph, section, clause, phrase, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED

Passed by the City Council on first reading this ____ day of _____, 2021.

Passed by the City Council on second reading this ____ day of _____, 2021.

DAN POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT


David McCalla, Director of Electric Utilities

APPROVED AS TO FORM


Hunter Harrison, LP&L Electric Utilities Attorney



Regular City Council Meeting

7. 19.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an agreement by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of State right-of-way, the Marsha Sharp Freeway, during the 2021 IRONMAN 70.3 Lubbock Triathlon.

Item Summary

The City of Lubbock is hosting the 2021 IRONMAN 70.3 Lubbock Triathlon. The event is scheduled to take place in the City of Lubbock on Sunday, June 27, 2021. Organizers anticipate 2,000 athletes to participate in this one-day event. The event will incorporate a 1.2-mile swim at Canyon Lake #6, a 56-mile bike ride into Lubbock County, Crosby County, and back onto the Texas Tech University (TTU) Campus, and a 13-mile run around the TTU campus.

The proposed resolution authorizes the Mayor to execute an agreement with the State of Texas acting through the Texas Department of Transportation (TxDOT), for the temporary closure of State right-of-way, the Marsha Sharp Freeway, during the 2021 IRONMAN 70.3 Lubbock Triathlon. This agreement is in the best interest of the public safety and welfare of the citizens of Lubbock, to expedite all other traffic matters related to the 2021 IRONMAN 70.3 Lubbock Triathlon.

Fiscal Impact

None

Staff/Board Recommending

Joe Moudy, Director of Emergency Management

Attachments

Resolution
IRONMAN 70.3 2021 TxDOT Agreement
IRONMAN Host Venue 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, an Agreement for the temporary closure of State right-of-way, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), regarding a temporary closure of State right-of-way during the 2021 IRONMAN 70.3 Lubbock Triathlon. 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.

THAT the City Council finds it in the best interest of the public safety and welfare of the citizens of Lubbock to expedite all other traffic matters related to the 2021 IRONMAN 70.3 Lubbock Triathlon, and in doing so hereby delegates authority to the City Manager, or his designee, to execute amendments to this agreement.

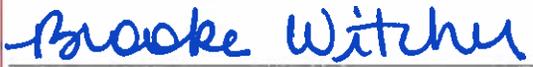
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

ccdocs/RES.Ironman Lubbock Triathlon 2021
05.24.21

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Lubbock, Texas, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including East 19th, MLK, Parkway Dr., Marsha Sharp Fwy, West bound frontage rd., University Dr., in Lubbock, County; and

WHEREAS, the local government has requested the temporary closure of Texas State Highway MSFWY for the purpose of conducting a portion of the 56 mile bike of the Ironman 70.3 Lubbock, to include a coning off of MSFWY 4th on ramp & University off ramp as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State’s right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Lubbock	Texas Department of Transportation
Attn: City Manager	135 Slaton Road
1314 Ave K	Lubbock, Texas 79404
Lubbock, TX 79401	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

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

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF LUBBOCK

Executed on behalf of the local government by:

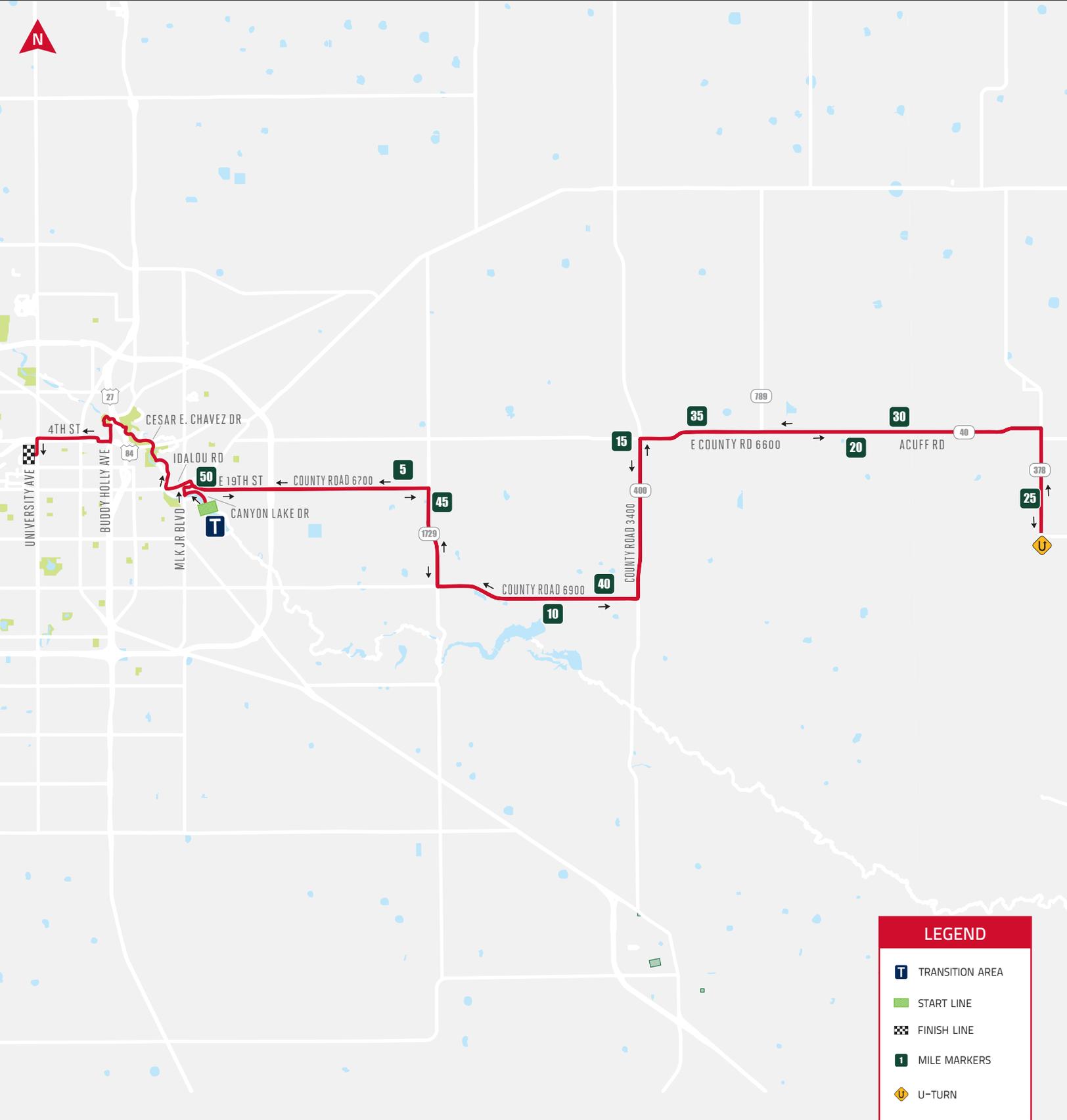
By _____ Date _____
Daniel M Pope, Mayor

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer



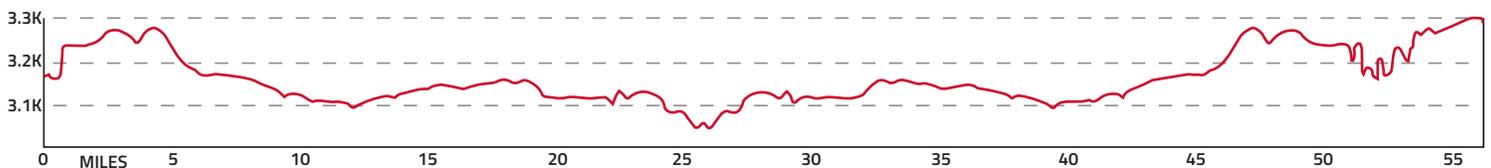
LEGEND

- T TRANSITION AREA
- START LINE
- FINISH LINE
- 5 MILE MARKERS
- U U-TURN

TURN BY TURN DIRECTIONS

- Begin on MLK Jr Blvd
 - Right on E 19th St
 - Right on Spruce Ave/E 19th St
 - Continue on E County Rd 6700
 - Right on County Rd 3000/FM 1729
- Left on E Farm to Market Rd 3523/E County Rd 6900
 - Left on FM 400
- Right on E county Rd 6600/E FM 40
 - Right on FM 378
- Turn Around (200 meters prior to FM 378 & Ranch Rd 1525)
 - Left on FM 40
 - Left on FM 400
- vRight on E Farm to Market Rd 3523/E County Rd 6900
 - Right on County Rd 3000/FM 1729
 - Left on E County Rd 6700
 - Continue on E 19th St
 - Left on US Hwy 62
 - Right on Canyon Lake Dr
 - Right on Cesar E. Chavez Dr
 - Left on Cesar E. Chavez Dr
 - Straight on Avenue J
 - Left on 1st Pl
 - Right on Buddy Holly Ave
 - Right on 4th St
 - Right on Avenue L
 - Left on 4th St
 - Left on University Ave
 - vRight on Glenna Goodacre Blvd
 - Finish Lot Z1 Transition 2

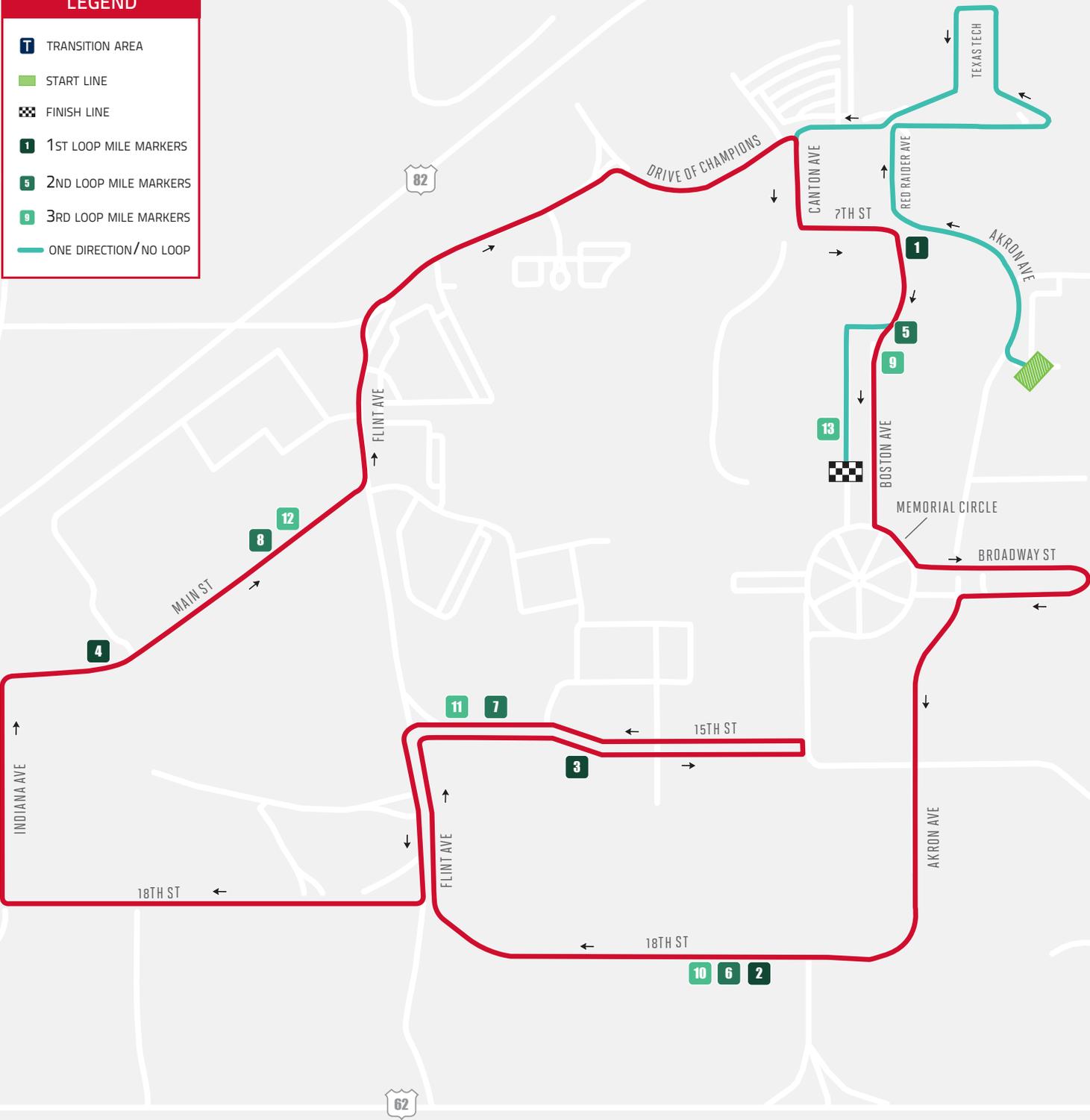
Start Elevation: 3146 ft ▪ Finishing Elevation: 3212 ft ▪ Gain: 593 ft





LEGEND

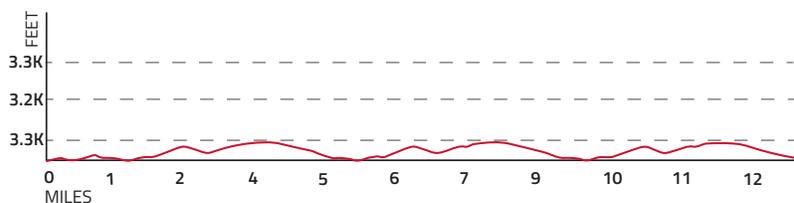
- T TRANSITION AREA
- START LINE
- FINISH LINE
- 1 1ST LOOP MILE MARKERS
- 5 2ND LOOP MILE MARKERS
- 9 3RD LOOP MILE MARKERS
- ONE DIRECTION/NO LOOP

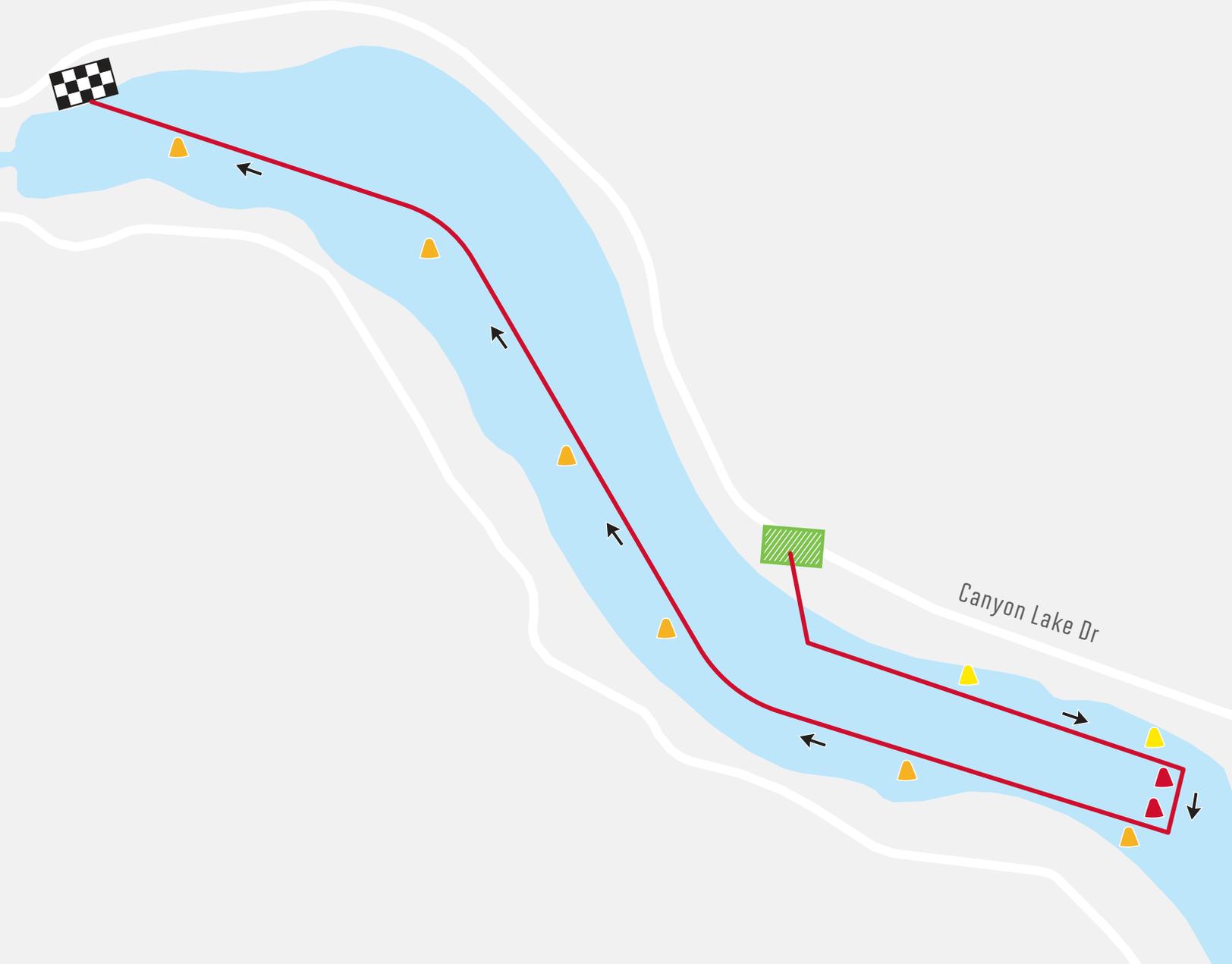


TURN BY TURN DIRECTIONS

- Green Run Once
- Red Run 3 Times
- Right out of transition 2 onto Akron Ave
- Right onto walkway in front of Jones AT&T Stadium
 - Left into Jones AT&T Stadium
 - Run the perimeter of the football field
- Exit Jones AT&T Stadium onto Drive of Champions
 - Left on Canton Ave (Start of 3 lap section)
 - Left on 7th St
 - Right on Boston Ave
 - Left on Memorial Circle
 - Left on Broadway St
- At Texas Tech Campus entrance turn around run on the other side Broadway
 - Left on Akron Ave
 - Continue on 18th St
 - Right on Flint Ave
 - Right on 15th St
- Turn around at Agricultural of science building (15thst & Boston Ave)
 - Left on Flint Ave
 - Right on 18th St
 - Right on Indiana Ave
 - Right in Main St
 - Left on Flint Ave
- Continue on Flint Ave (9thst & Flint Ave)
 - Right on Drive of Champions
 - Right on Canton Ave
 - Repeat Loop for 3 total laps
 - 3rd lap finish on Boston Ave

Start Elevation: 3214 ft ▪ Finishing Elevation: 3216 ft ▪ Gain: 71 ft





Canyon Lake Dr

LEGEND

- TRANSITION AREA
- START LINE
- FINISH LINE
- TURN BUOYS
- OUTBOARD SIGHTING BUOYS
- RETURN SIGHTING BUOYS
- RUN OUT TO TRANSITION



Bike Start from Transition 1



T1

Canyon Lake Dr

Martin Luth

E 19th St

Idalou Rd

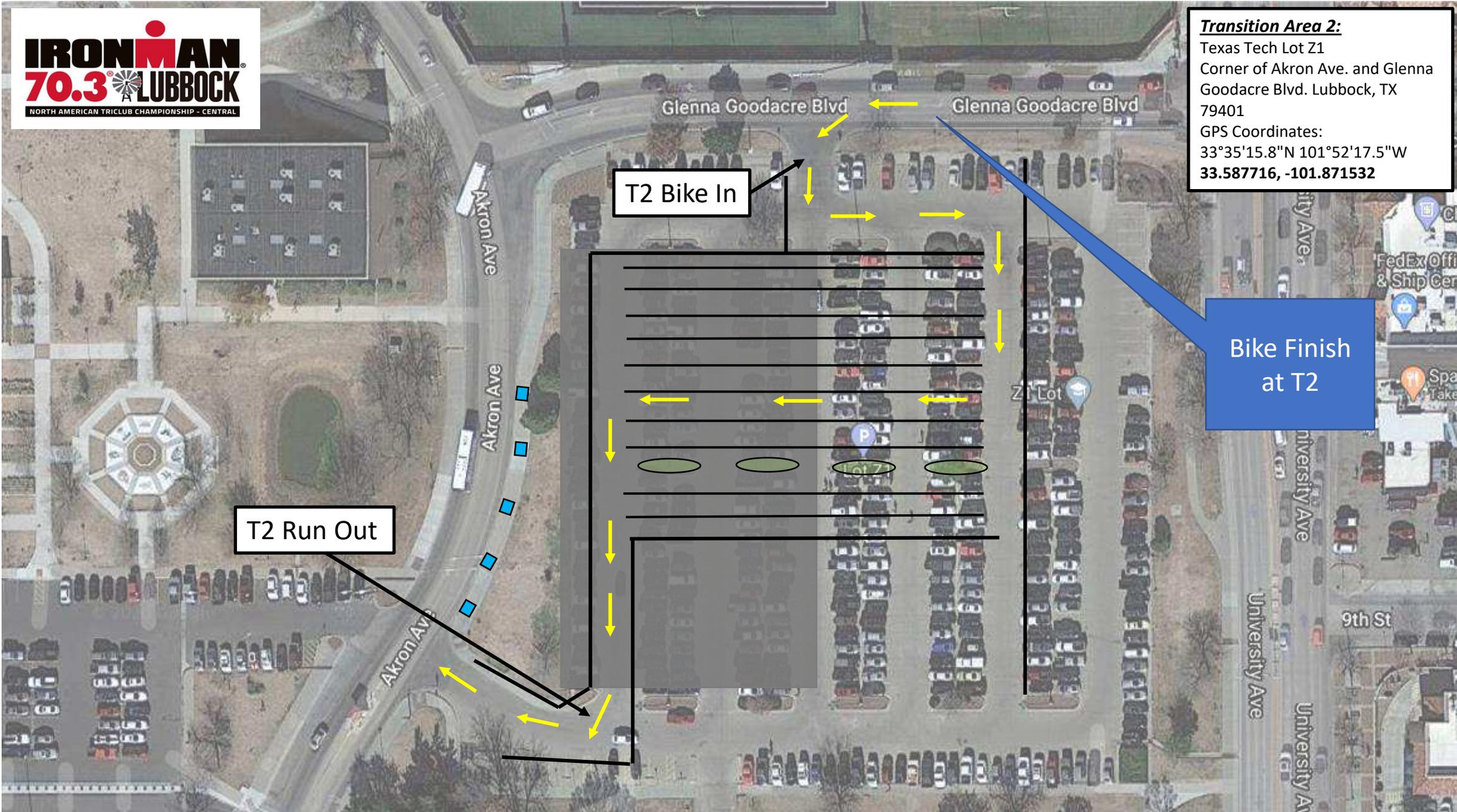


Transition Area 2:
Texas Tech Lot Z1
Corner of Akron Ave. and Glenna Goodacre Blvd. Lubbock, TX 79401
GPS Coordinates:
33°35'15.8"N 101°52'17.5"W
33.587716, -101.871532

T2 Bike In

Bike Finish at T2

T2 Run Out



E CR 6700 | FM 1729



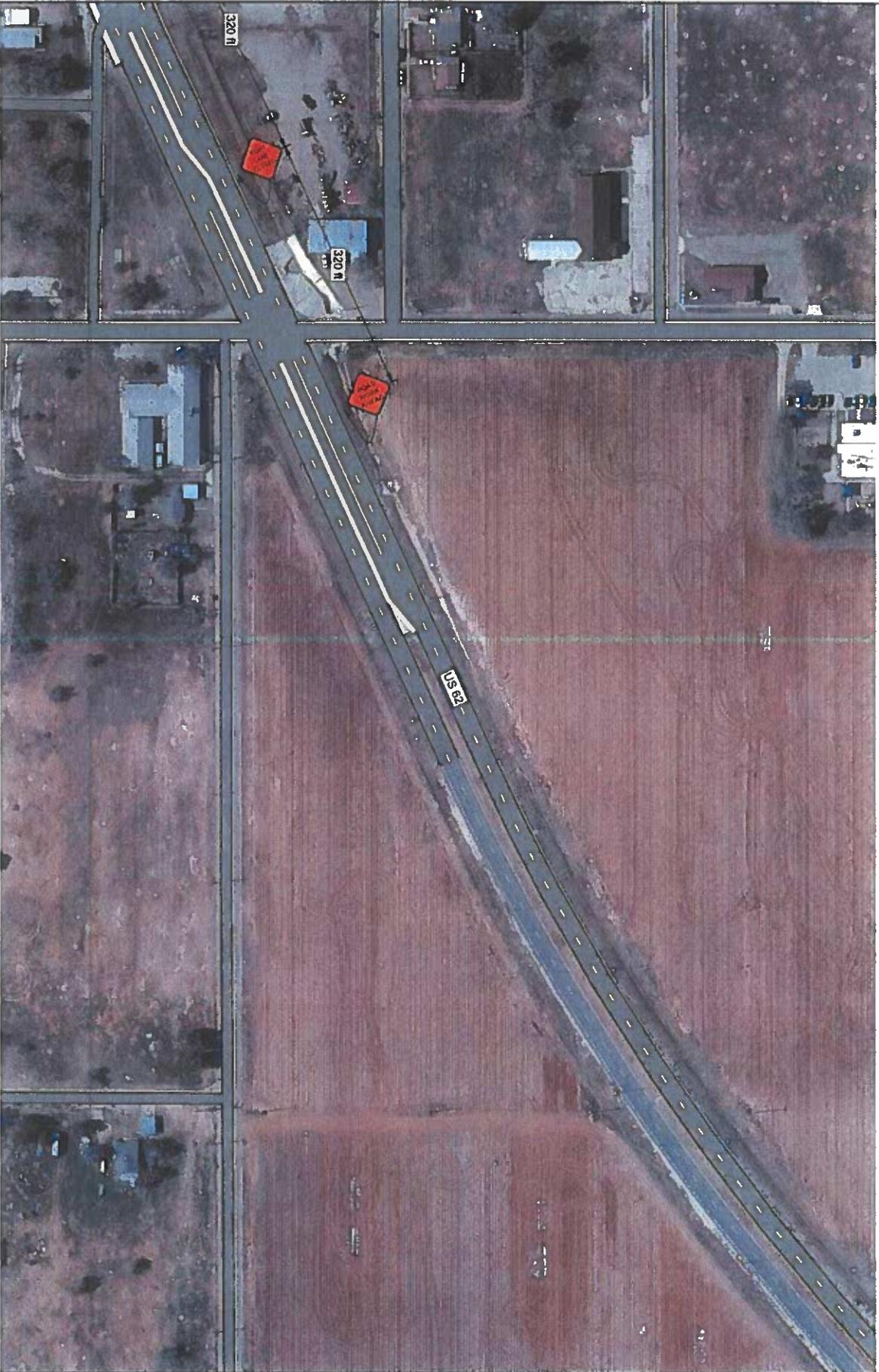
MLK Sr / E 24TH



MILK JR Blvd | CANYON LAKES #60



DAVOD ROAD EAST OF MLK JR BLVD



Milk Jr Blvd / 15000 Rd



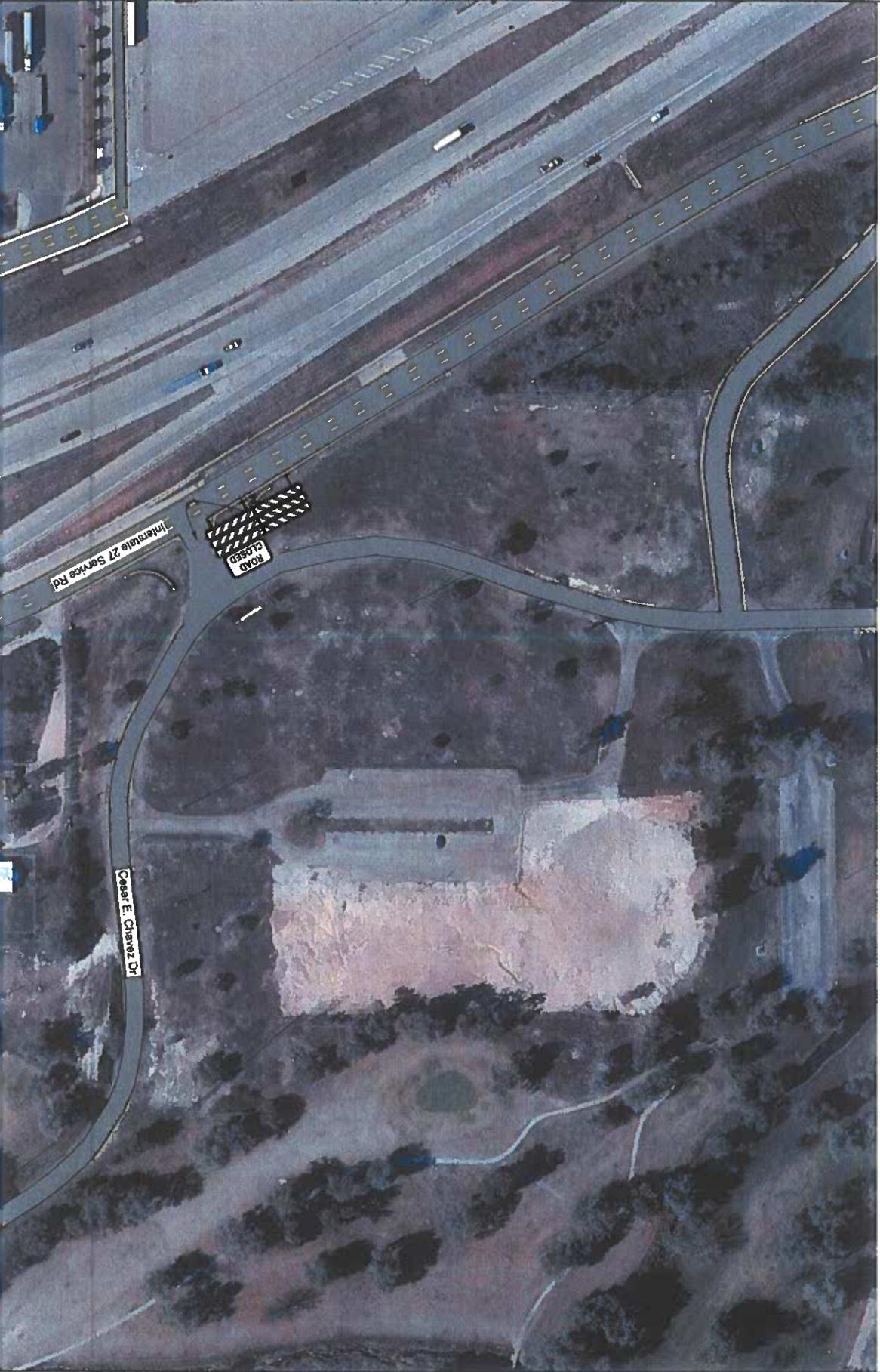
IDAHO RD | CANYON LAKES DA



E BROADWAY | CANYON LAKES DRIVE



1-27 ENTRANCE MACKENZIE PARK



Mackenzie Parks Ballfields



Astran Park



4th + MARSHA SHARP | Buddy Holly



AVENUE L + Mac DAVIS LN

www.invarion.com



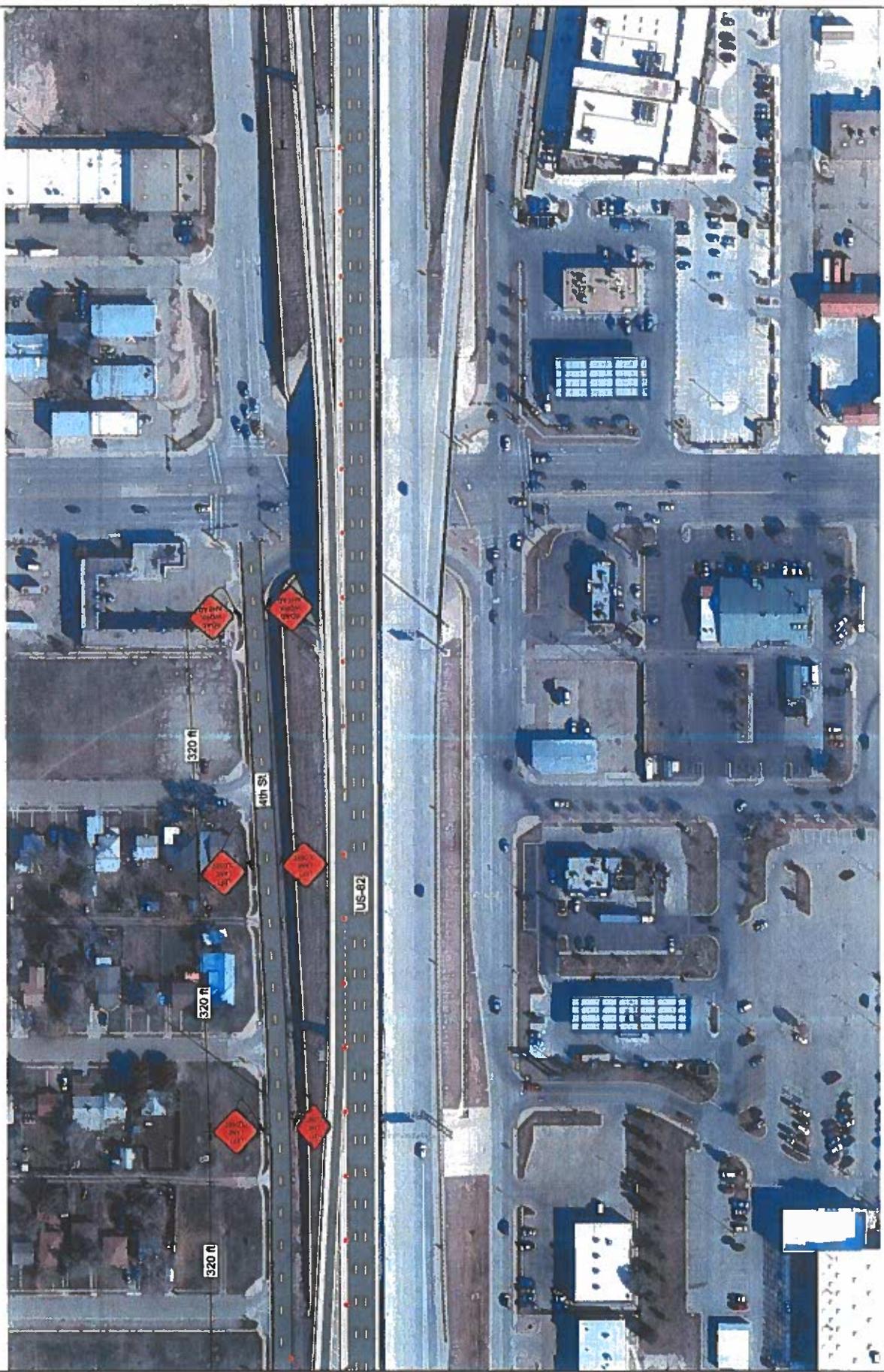
Manifest

- 114 x Tubular
- 69 x Barrel
- 12 x InRIGHTARROW
- 8 x RVMA
- 7 x Type 3 Down Left
- 6 x CW20-SR Right Lane Closed
- 6 x InLEFTARROW
- 5 x Road Closed with Type 3
- 4 x Cone
- 4 x Policeman
- 4 x Road Closed
- 3 x Road Closed Ahead
- 3 x Spill Arrow, Ips
- 2 x Left Lane Closed, Ips
- 2 x R3-2 no left turn
- 2 x Thru Traffic Merge Left, Ips

Ave L | MSF



MSE / Ave Q



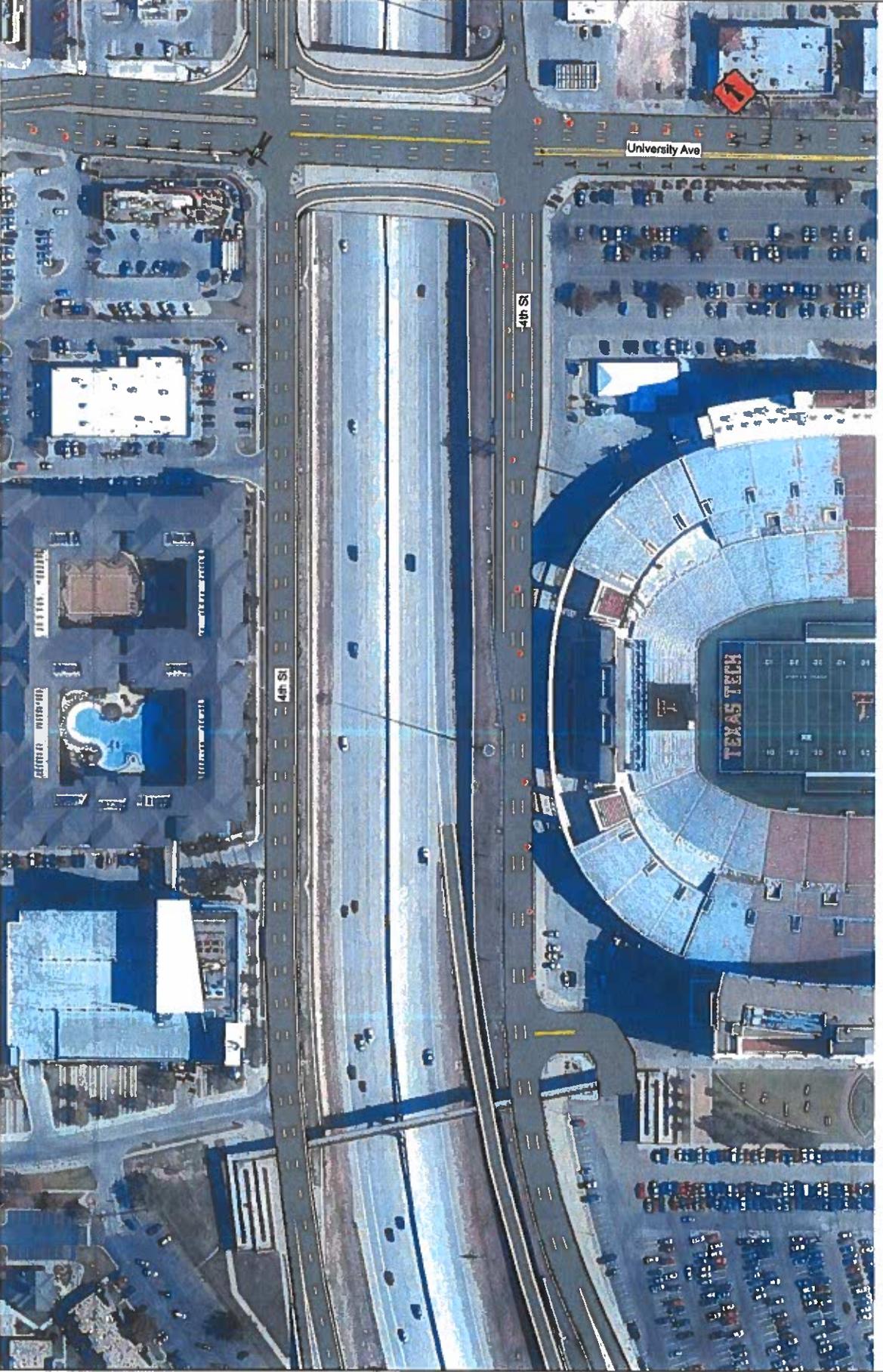
MSE University Exit



West BOUND MSU UNIVERSITY DU-RAMP CLOSED



MSE | 4th | UNIVERSITY



UNIVERSITY NORTH OF 4TH



UNIVERSITY + LOTH



UNIVERSITY | 874



www.invation.com

4th / UNIVERSITY EXIT CLOSED

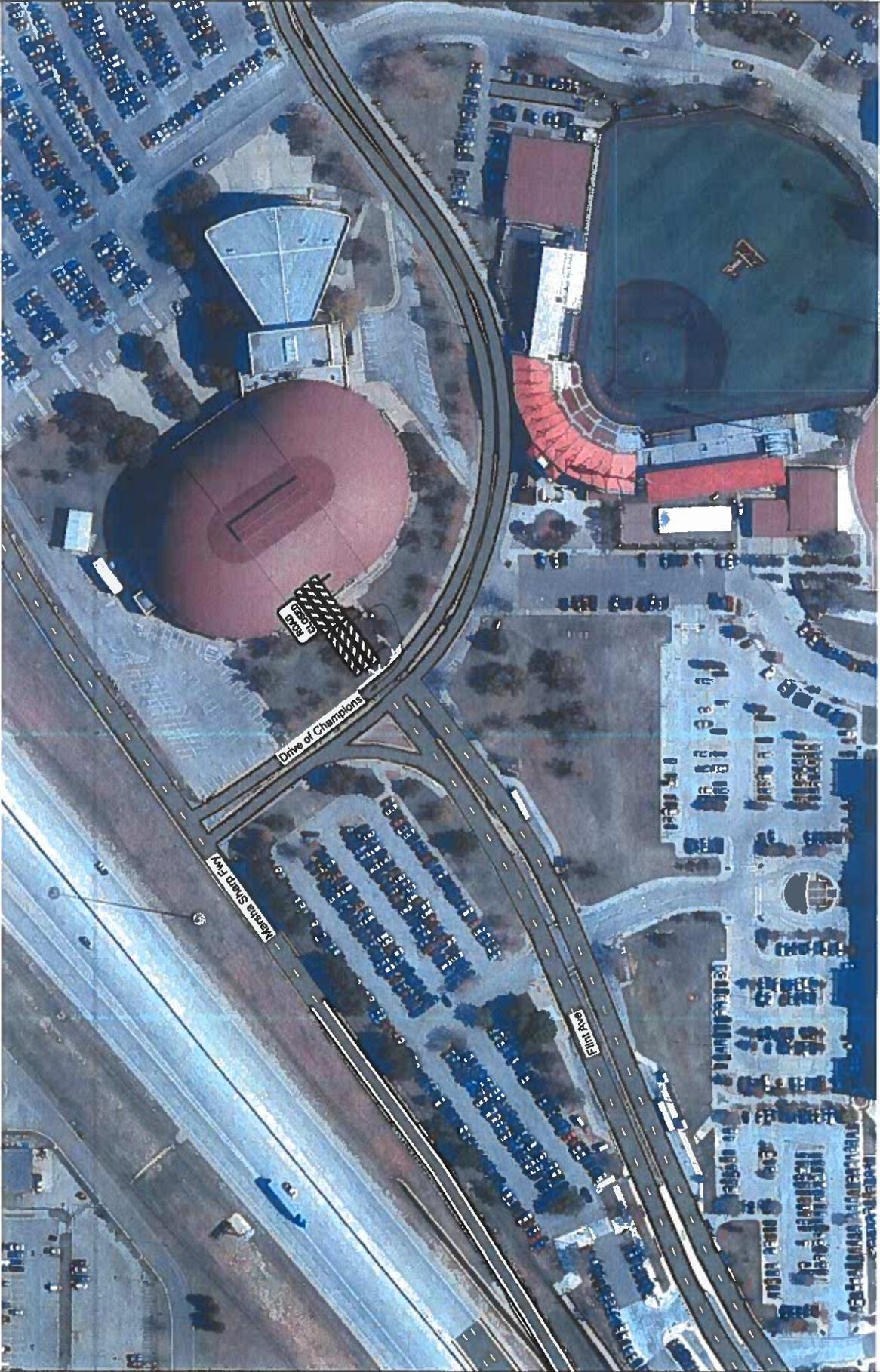


4TH WEST OF MSF
(TWO PDS)



- Manifest**
- 164 x Barrel
 - 133 x Tubular
 - 8 x Left Lane Closed.tps
 - 7 x ImLEFTARROW
 - 7 x RWA
 - 3 x CW20-5R Right Lane Closed
 - 3 x ImRIGHTARROW
 - 3 x Ramp Closed with Type 3.tps
 - 3 x Type 3 Down Left
 - 2 x 1-2 MILE PLQ.tps
 - 2 x Diagonal Arrow.tps
 - 2 x R3-2 no left turn
 - 2 x Ramp Closed Ahead CW20RP-3D.tps
 - 2 x Road Closed Ahead
 - 2 x Road Closed with Type 3
 - 1 x 1000 FT PLQ.tps
 - 1 x Left Lane Must Turn Left.tps
 - 1 x Message Board.tps
 - 1 x Policeman
 - 1 x R3-7R Right Lane Must Turn Right 24'x24'
 - 1 x Road Closed
 - 1 x Split Arrow.tps
 - 1 x Thru Traffic Merge Left.tps

MSF Access Rd



MSF | EASTBOUND UNIVERSITY EXIT CLOSED



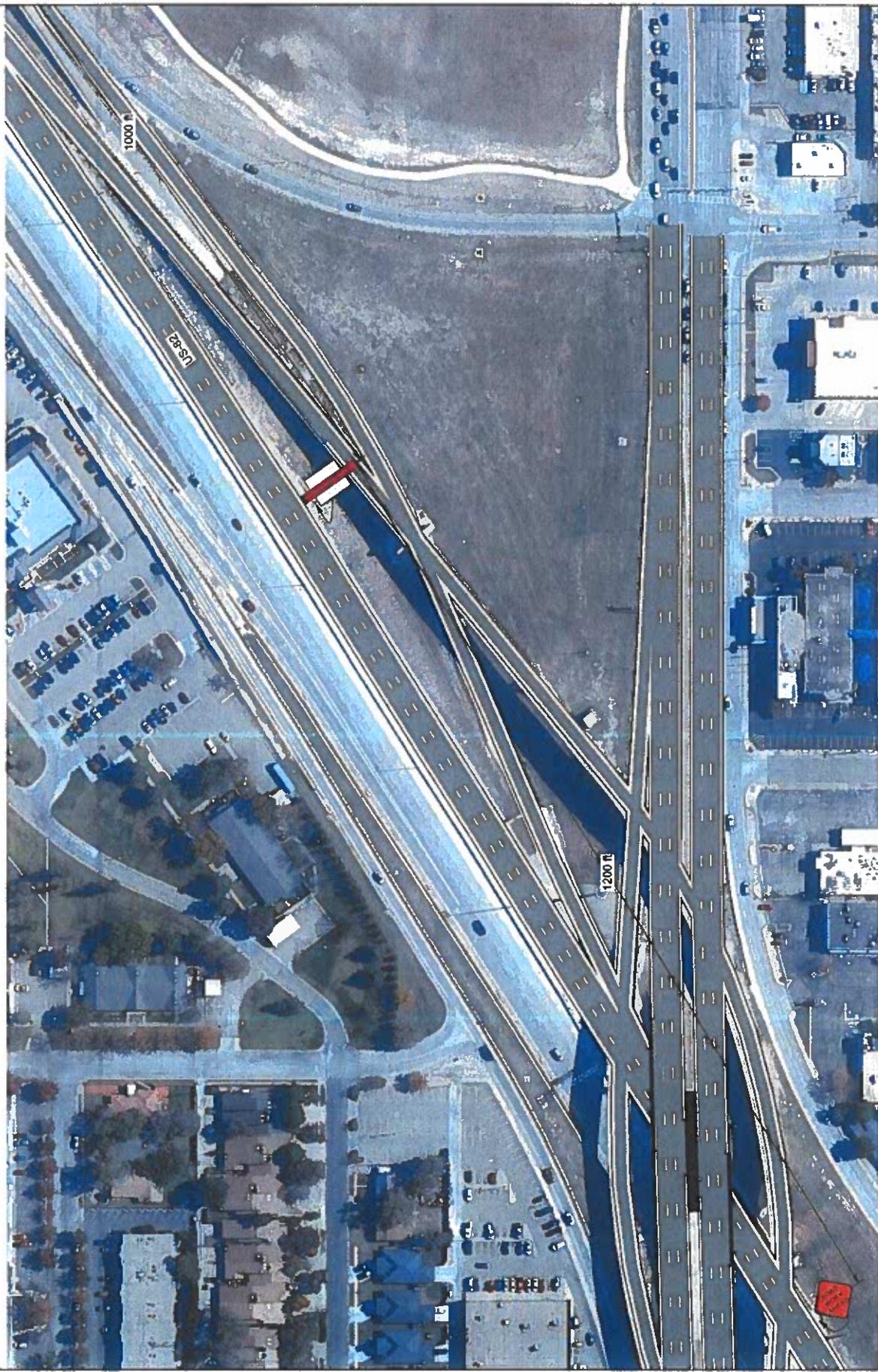
MSF UNIVERSITY EXIT CLOSED



MSF / TTD Parkway



MSE / 1924





Intersection Plan

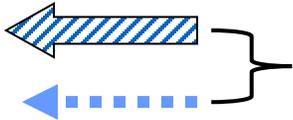
MAP LEGEND



Direction of Out Bound Bicycles



Direction of In Bound Bicycles



Direction of Vehicle Traffic



Traffic Cones



Police/Sheriff/State Trooper Traffic Control

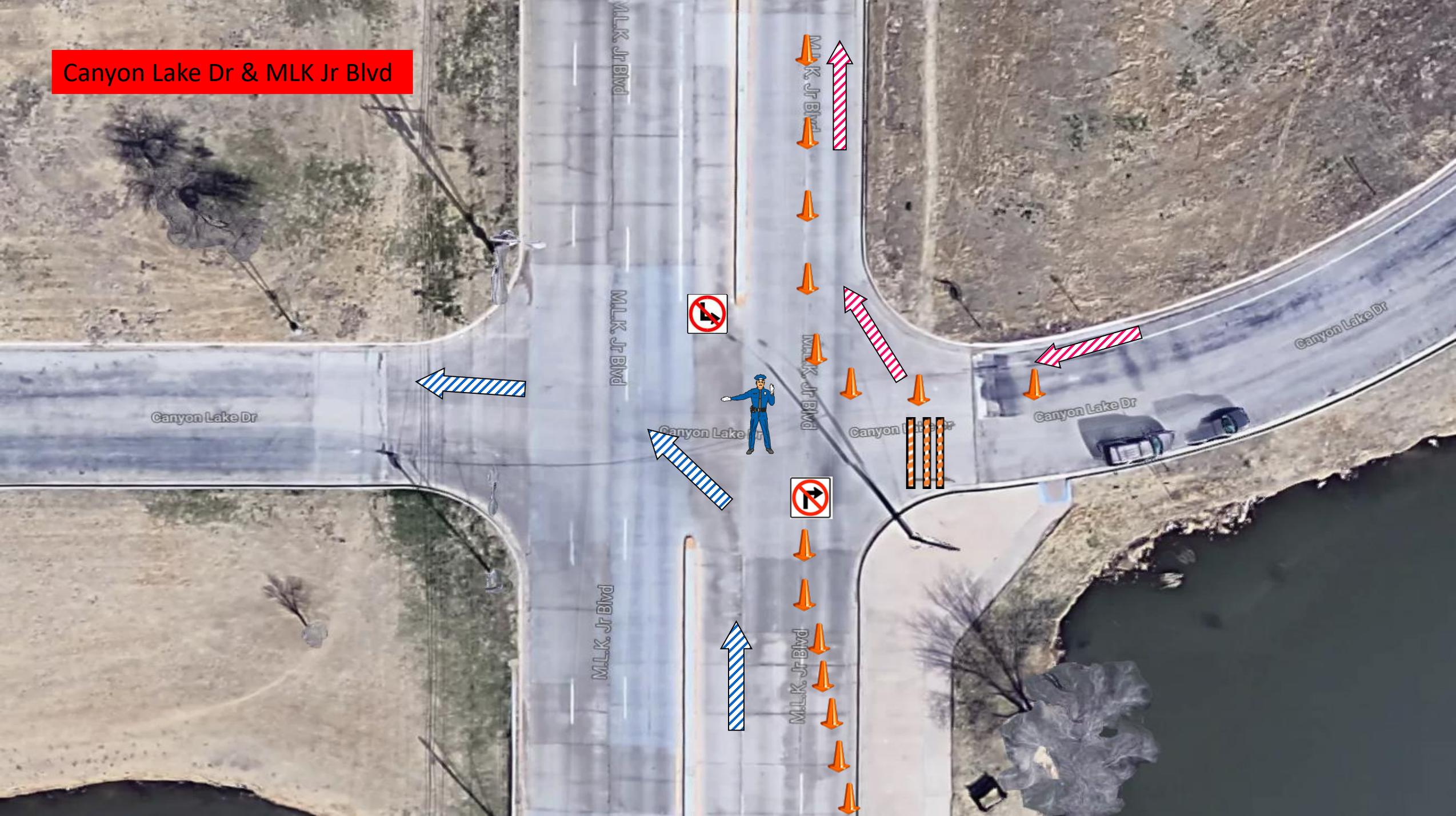


KDOT Traffic Post (Green)/ Pointer (Orange)



Traffic Signal

Canyon Lake Dr & MLK Jr Blvd



MLK Jr Blvd

MLK Jr Blvd

MLK Jr Blvd

Canyon Lake Dr

Canyon Lake Dr

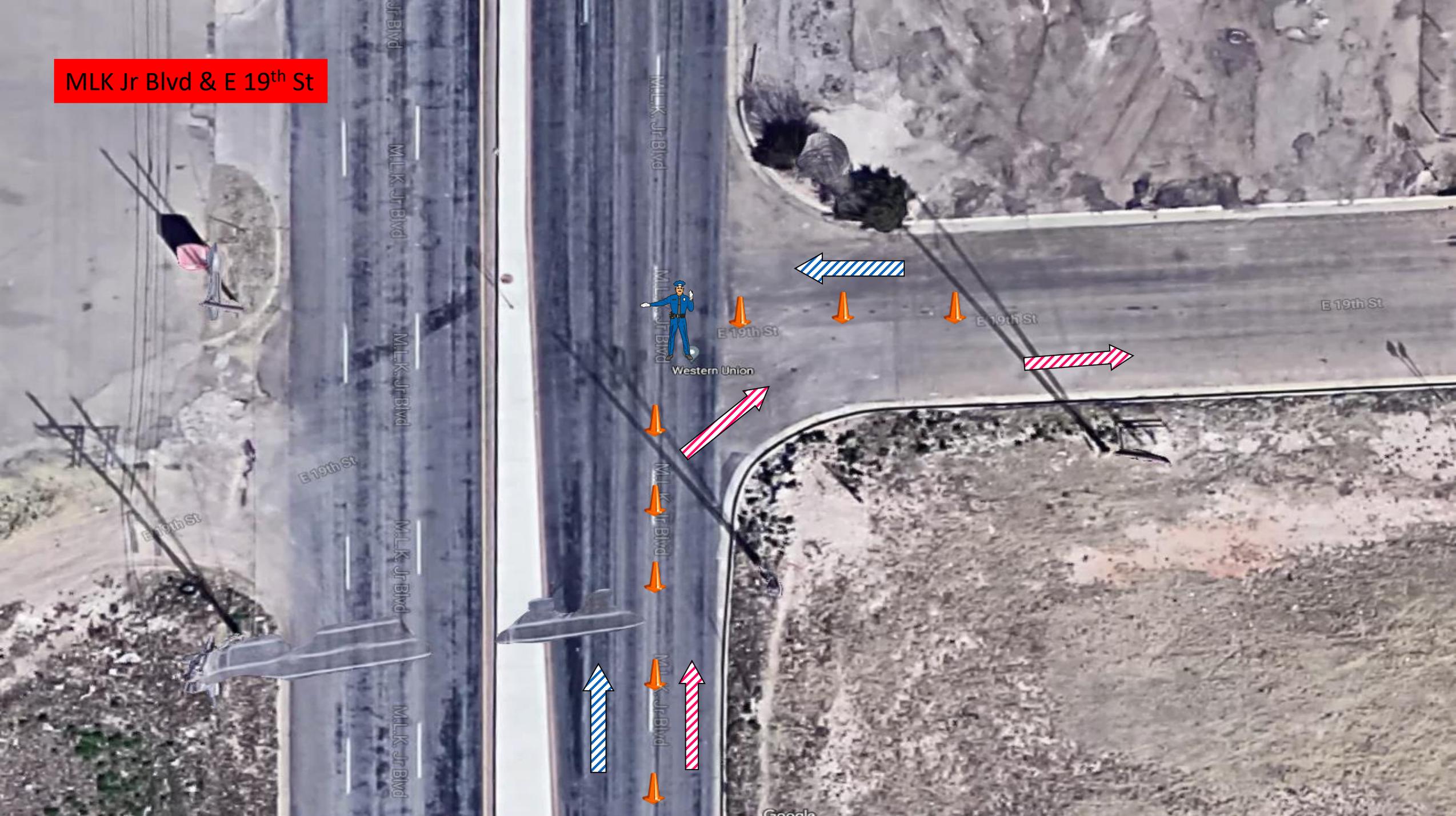
MLK Jr Blvd

Canyon Lake Dr

Canyon Lake Dr

Canyon Lake Dr

MLK Jr Blvd & E 19th St



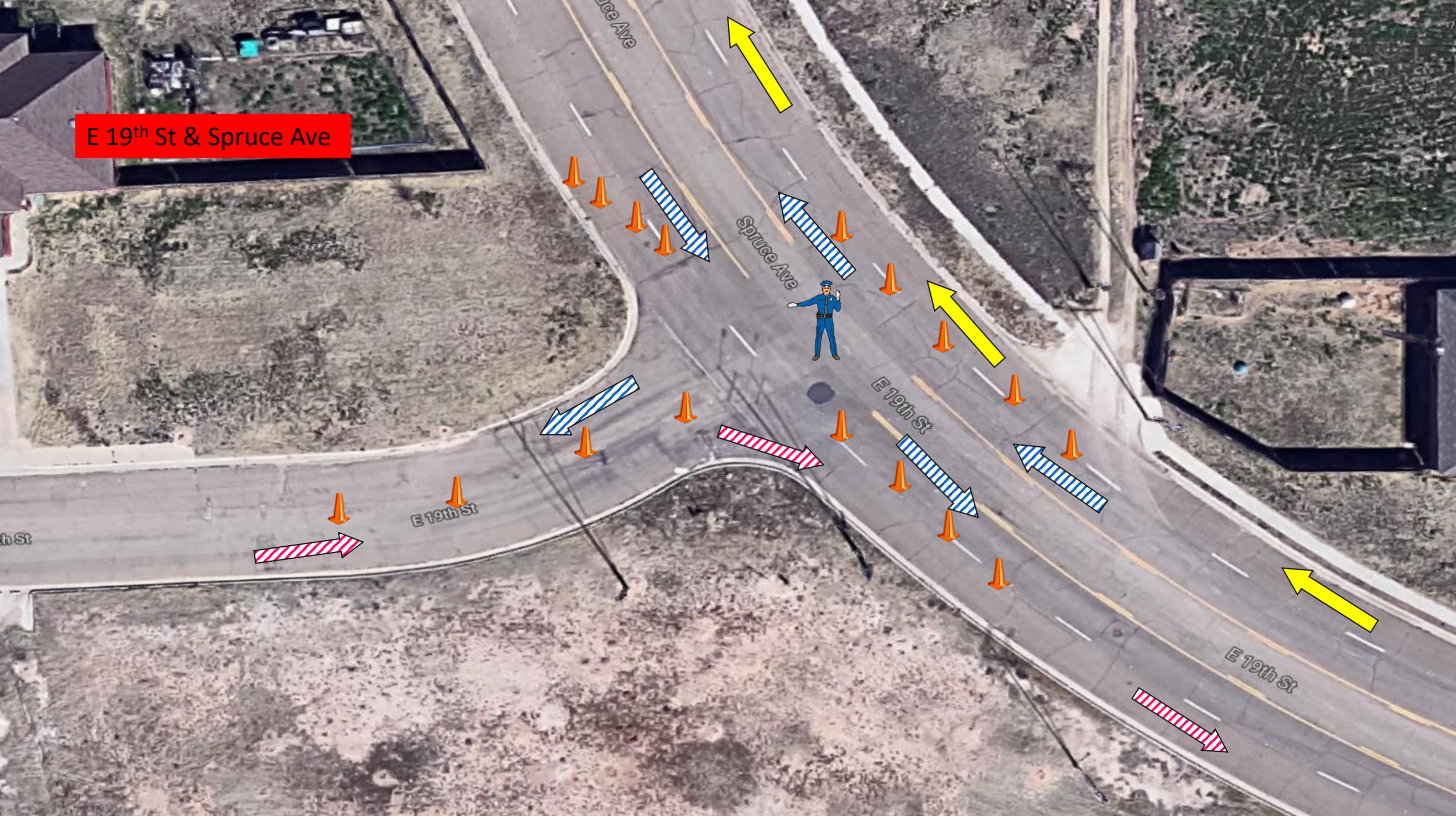
Western Union

MLK Jr Blvd

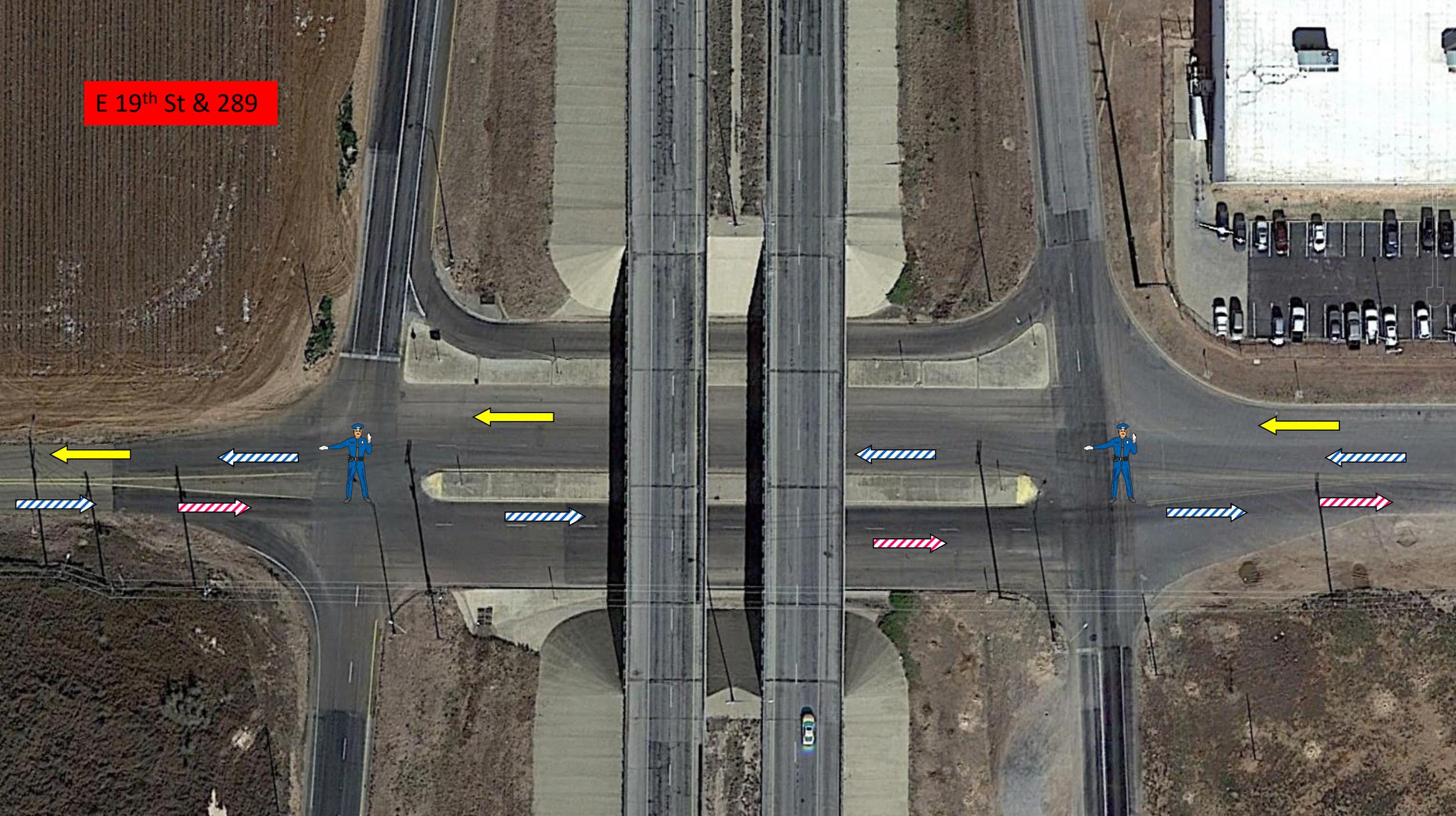
E 19th St

Google

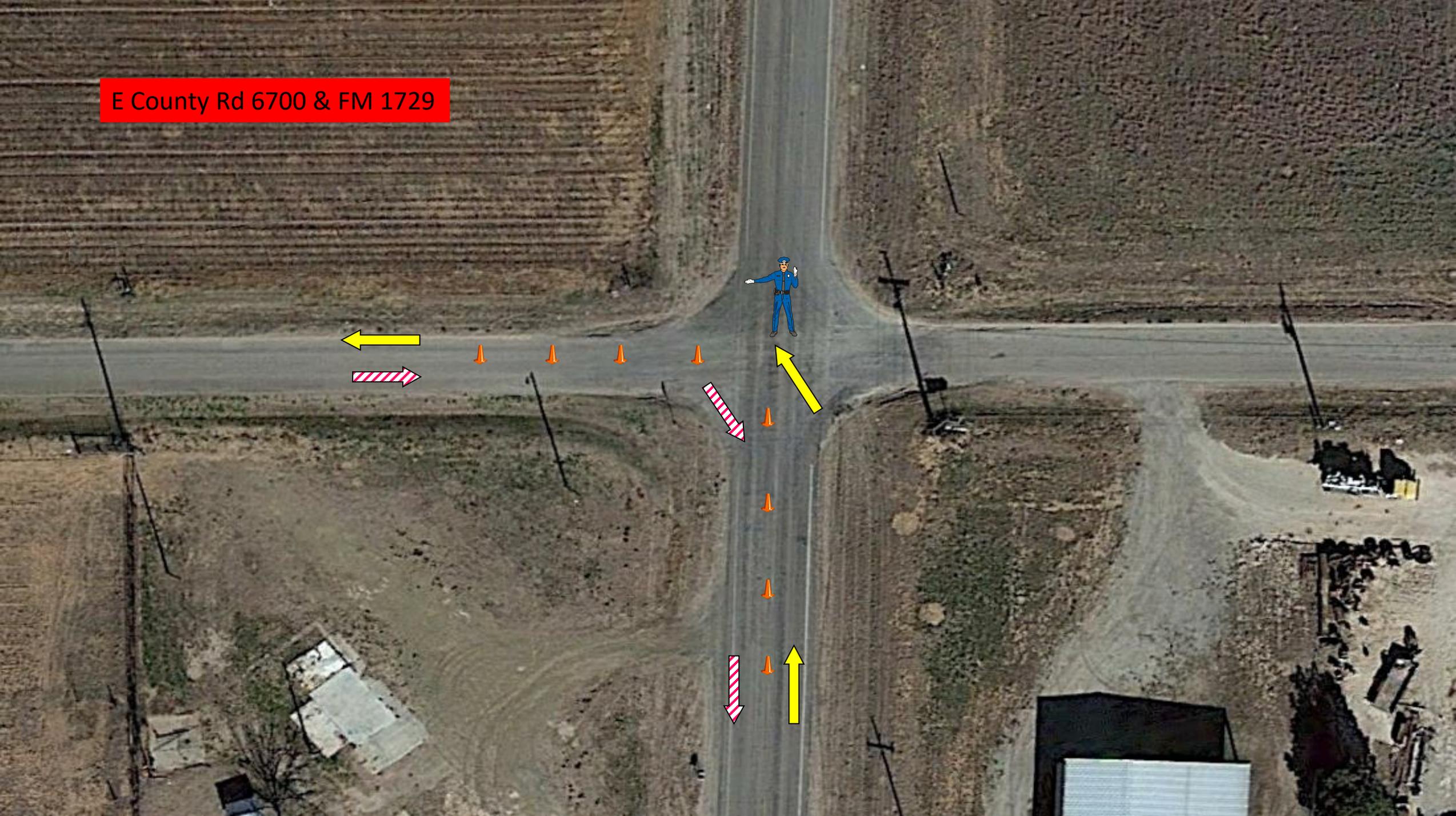
E 19th St & Spruce Ave



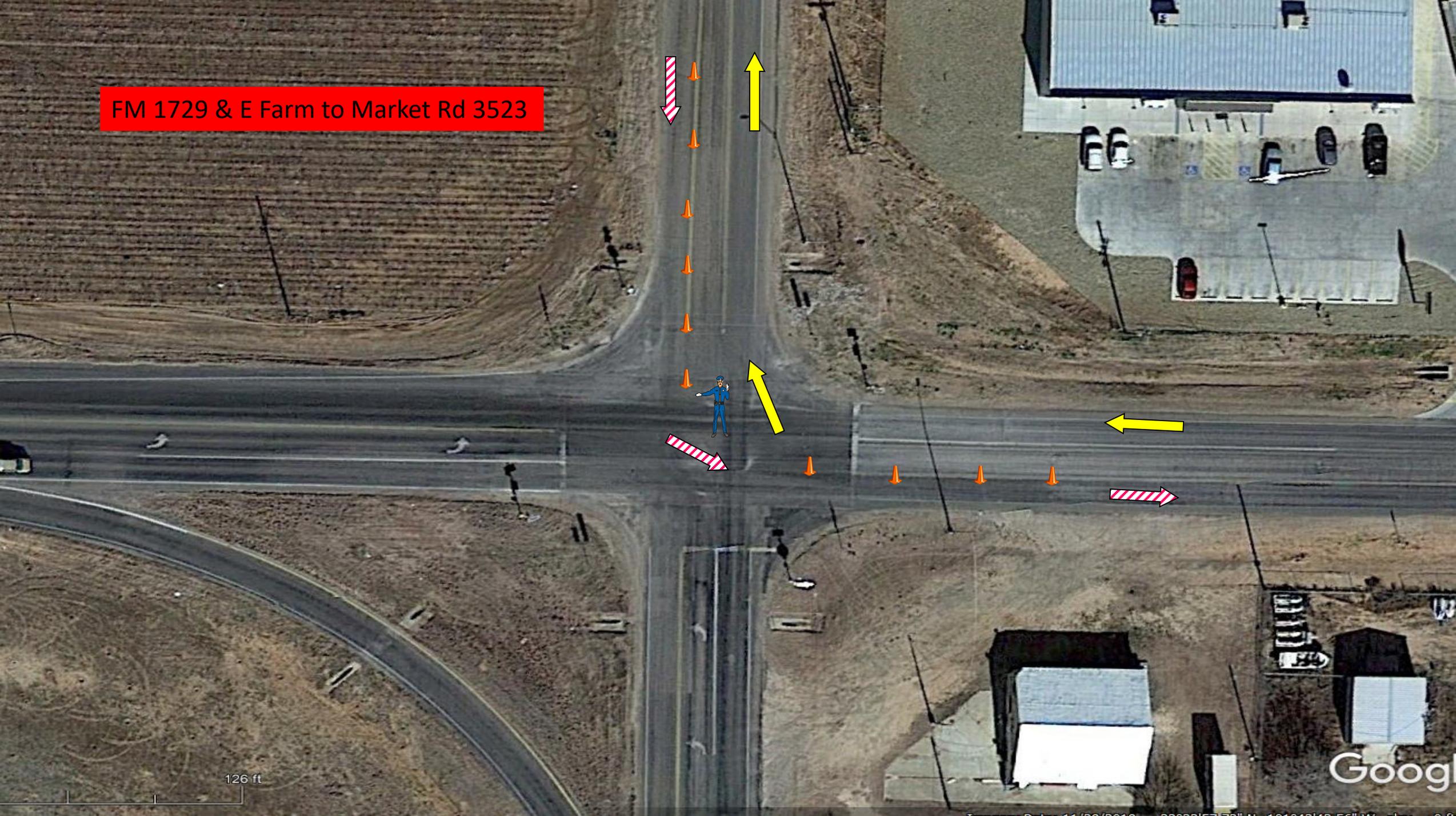
E 19th St & 289



E County Rd 6700 & FM 1729



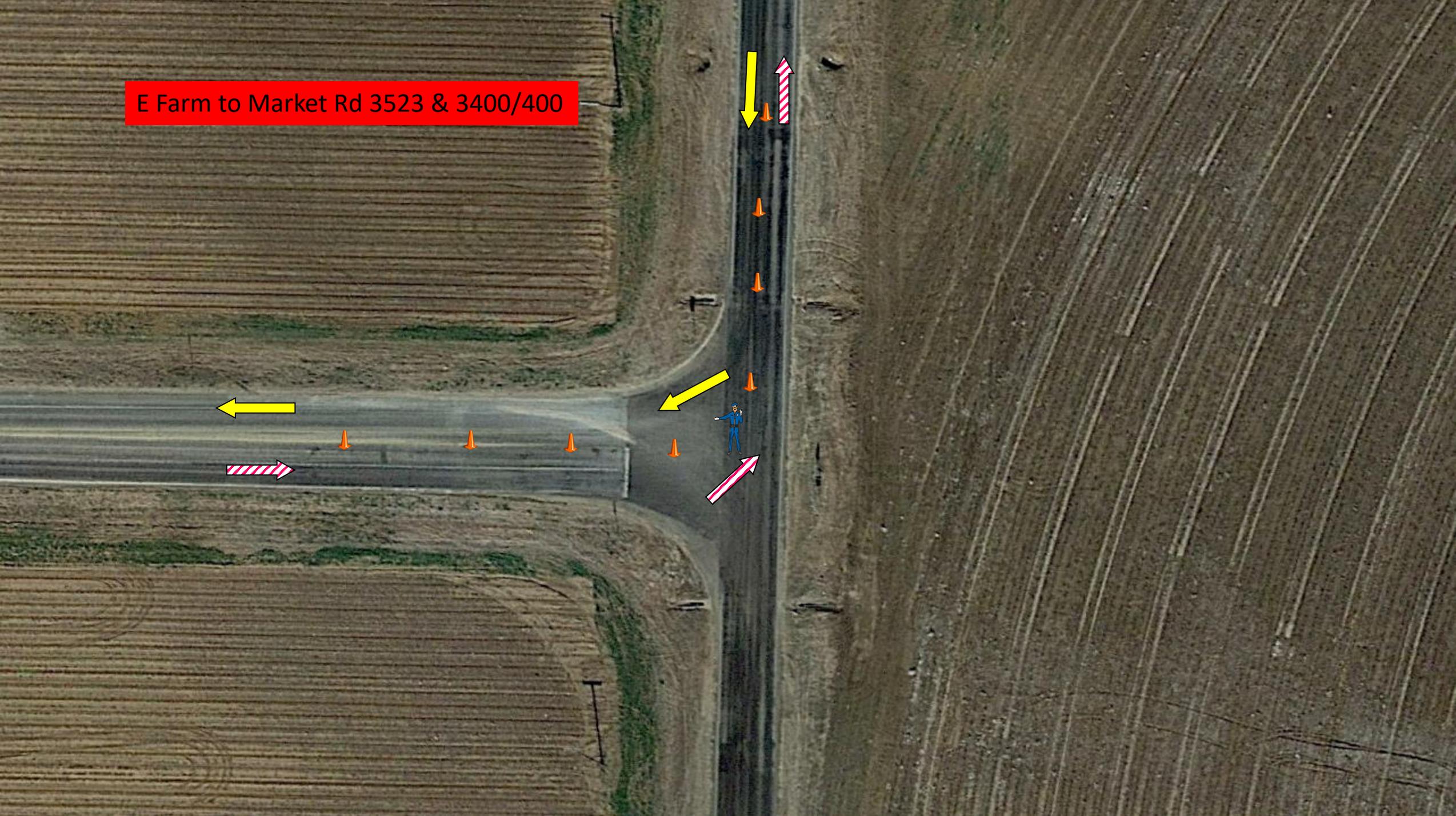
FM 1729 & E Farm to Market Rd 3523



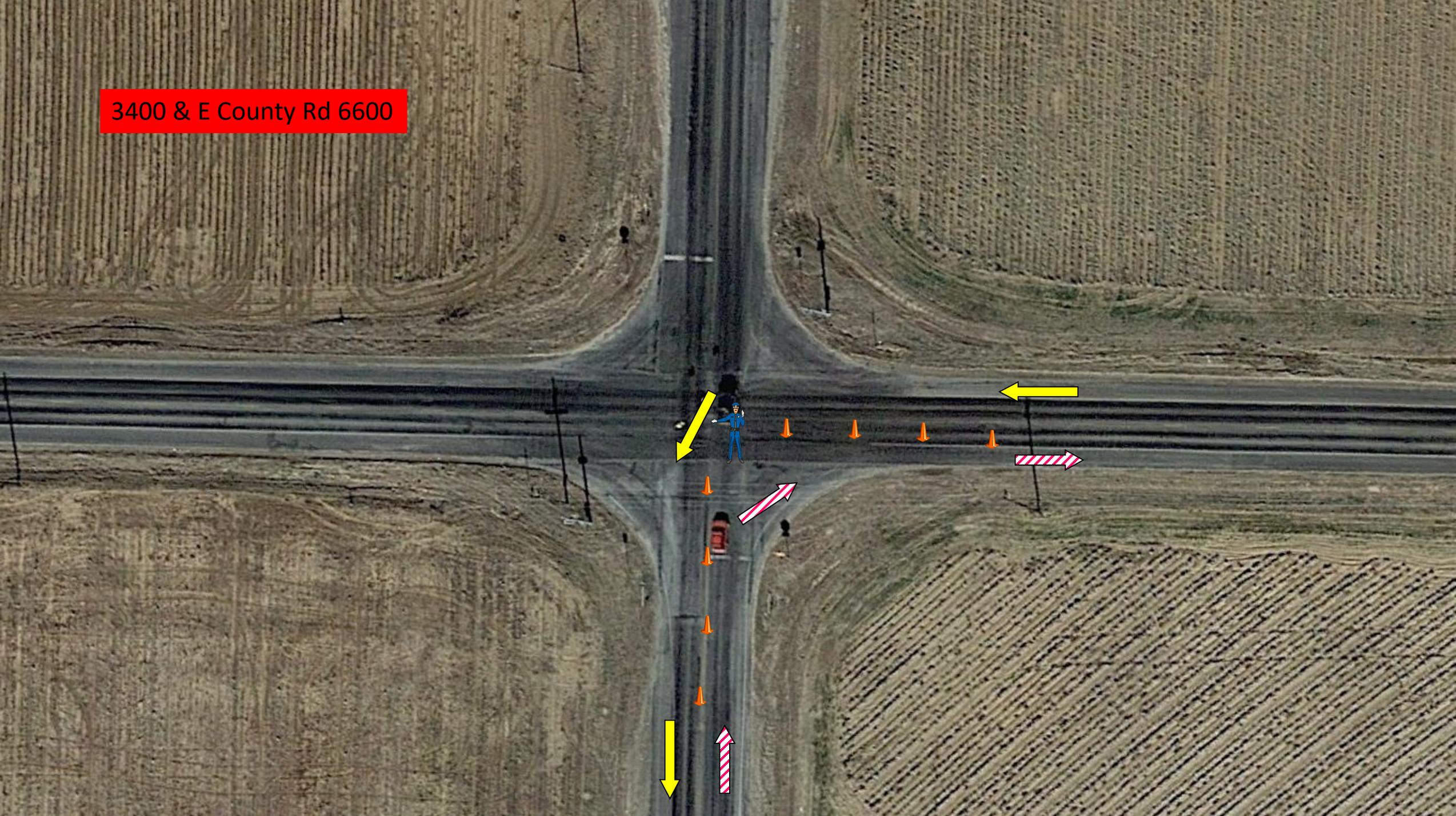
126 ft

Google

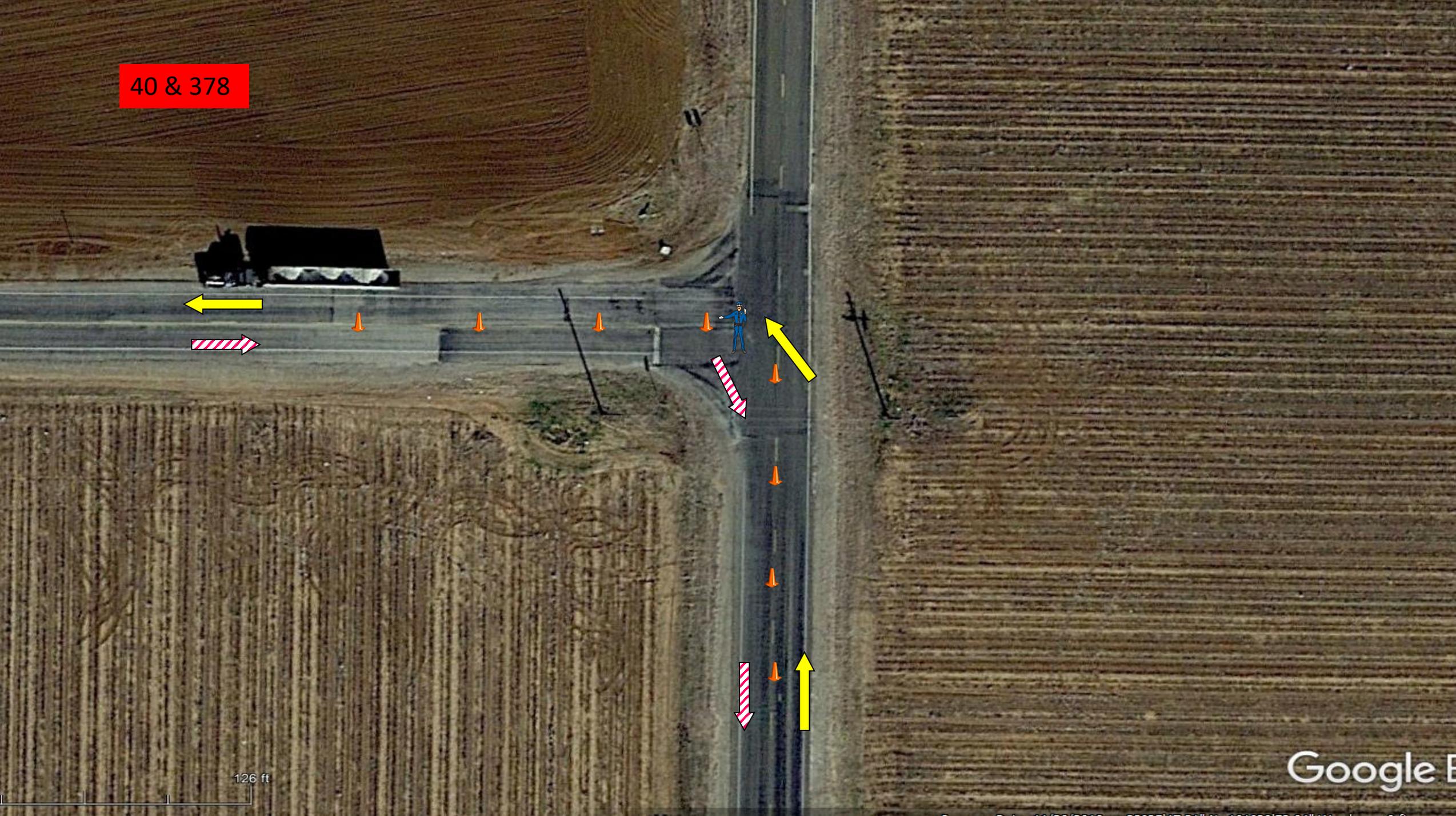
E Farm to Market Rd 3523 & 3400/400



3400 & E County Rd 6600



40 & 378



126 ft

378 & 1525

Cyclist
Turnaround

Type III with no Thru Traffic Sign
Local Access Only

378

1525



May 6, 2021

Terry Harris
Texas Department of Transportation
135 Slaton Rd.
Lubbock, Texas 79404

Mr. Harris,

The Lubbock County Sheriff's Department will provide the overnight and race day Security for the Locations at Dunbar Historical Lake and Texas Tech campus being used for the IRONMAN 70.3 Lubbock on June 27, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Gilliam". The signature is fluid and cursive, with a large initial "J" and "G".

Captain Joe Gilliam



May 6, 2021

Terry Harris
Texas Department of Transportation
135 Slaton Rd.
Lubbock, Texas 79404

Mr. Harris,

The Lubbock Police Department will provide traffic control for the Bike Portion of the event on Martin Luther King Jr. Blvd & east 19th from Dunbar Lake to Loop 289 and for the second half of the IRONMAN 70.3 Lubbock bike course through the Canyon Lakes, 1st Pl to Buddy Holly - 4th onto Marsha Sharp Fwy - University Ave exit - University Ave - ending on Glenna Goodacre Blvd on Texas Tech Campus.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Shavers". The signature is stylized with a long horizontal stroke at the end.

Captain James Shavers



May 6, 2021

Terry Harris
Texas Department of Transportation
135 Slaton Rd.
Lubbock, Texas 79404

Mr. Harris,

The Lubbock County Sheriff's Department will provide the overnight and race day Security for the Locations at Dunbar Historical Lake and Texas Tech campus being used for the IRONMAN 70.3 Lubbock on June 27, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Gilliam". The signature is fluid and cursive, written over a light blue horizontal line.

Captain Joe Gilliam



May 6, 2021

Terry Harris
Texas Department of Transportation
135 Slaton Rd.
Lubbock, Texas 79404

Mr. Harris,

The Lubbock County Sheriff's Reserve will provide traffic control for the Bike Portion of the IRONMAN 70.3 Lubbock east of Loop 289 with a 5 mile portion into Crosby County.

Sincerely,

A handwritten signature in black ink that reads "Richard Hamilton". The signature is written in a cursive style with a long horizontal line extending to the right.

Richard Hamilton

Resolution No. 2021-R0161

Item No. 6.21

April 27, 2021

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 Host Venue Agreement in connection with the IRONMAN 70.3 triathlon event, by and between the City of Lubbock and World Triathlon Corporation, a Florida corporation, 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 April 27, 2021.



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. Host Venue Agrmt- IRONMAN 70.3
April 6, 2021



May 27, 2020

**Mr. Jarrett Atkinson
City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457**

Dear Mr. Atkinson:

On behalf of the Board of Directors of Market Lubbock, Inc., we would like to show our support for Lubbock to host the Buffalo Springs Lake Triathlon (BSLT). The Market Lubbock Board approved the Letter of Commitment to financially support the Buffalo Lakes Triathlon for 2021.

Buffalo Spring Lake Triathlon is one of the last privately run Ironman events in the United States with 1,321 registered in 2014, which was their highest year, 2018 was their last year at Buffalo Springs Lake with 988 registered and 2019 in Lubbock had 1,305 registered for the event. Most importantly, this will be the first Ironman 70.3 held in 2020 and is expected to attract a larger registration count than previous years. This event is a qualifier for the World Triathlon in Kona, Hawaii.

Lubbock is excited to host the Buffalo Spring Lake Triathlon and having the opportunity to showcase our City.

The Market Lubbock Board of Directors voted to approve Letter of Commitment on May 27, 2020 for financial assistance to help host the Buffalo Springs Lake Triathlon for 2021 in the amount of \$80,000 for the host fee for the 2021 event and provide approximately 85 room nights/year if event has a registered athlete count of at least 2,000 athletes..

Visit Lubbock, the City of Lubbock, BSLT and World Triathlon Corporation (WTC) will continue to work together to ensure participant and spectator safety for a successful event.

Sincerely,


**John Osborne
President & CEO**

VisitLubbock.org • The Convention & Visitors Bureau

Wells Fargo Center • 1500 Broadway, 6th Floor • Lubbock, Texas 79401 • 806.747.5232 • 800.692.4035 • fax 806.747.1419



HOST VENUE AGREEMENT

IRONMAN 70.3[®] Lubbock (2021-2025)

This Host Venue Agreement (this "Agreement") is made as of April ____, 2021 (the "Effective Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC") and the **CITY OF LUBBOCK**, a municipal corporation ("Host"). WTC and Host are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

- A. WTC and its subsidiaries own and operate IRONMAN 70.3[®]-branded triathlon events.
- B. Host desires to have WTC conduct, and WTC desires to conduct, an IRONMAN 70.3 triathlon annually in and around Lubbock, Texas (collectively, the "Venue"), subject to the terms of this Agreement.
- C. In consideration of WTC selecting the Venue as the site for the Events (as defined below), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined herein) and to make certain payments, and grant certain rights, to WTC.

AGREEMENT

The Parties agree as follows:

1. **The Events**. Subject to the terms of this Agreement:
 - (a) **Authorization; Ownership**. Host authorizes WTC to prepare and conduct an Event (as defined below) in and around the Venue during the years 2021, 2022, 2023, 2024, and 2025 (each, a "Race Year"). WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race (as defined below).
 - (b) **Races**. In each Race Year, WTC shall be responsible for operating, in and around the Venue, an IRONMAN 70.3-branded endurance triathlon (comprising, subject to cancellation of any part thereof due to weather conditions or other reasons, a 1.2-mile swim, 56-mile bicycle ride, and 13.1-mile run) (the "Race") and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the Race and any additional races added under Section 1(g), an "Event").
 - (c) **Name**. The official name of the Event will be **IRONMAN[®] 70.3[®] Lubbock**. WTC may elect to add the name of a "title" sponsor and/or "presenting" sponsor to the official name of the Event (e.g., "[Title Sponsor] IRONMAN[®] 70.3[®] Lubbock, presented by [Presenting Sponsor]"). When referring to any Event, Host shall (and shall use reasonable efforts to

cause relevant third parties to) at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).

- (d) **Race Dates.** The Race each year of the Term will occur on a mutually agreed upon date in May or June (each, a "Race Date"):
- (i) June 27, 2021
 - (ii) TBD 2022
 - (iii) TBD 2023
 - (iv) TBD 2024
 - (v) TBD 2025
- (e) **Event Changes.** WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.
- (f) **World Championship Entries.** With respect to certain eligible top finishers of the Race, WTC will award non-transferable qualifying slots for entry in the applicable IRONMAN 70.3 World Championship ("Championship Slots"). The number of Championship Slots applicable to each Race will be determined by WTC in its sole discretion, and may change each year.
- (g) **Additional Races.** WTC shall have the option to conduct, as part of any or all Events, a WTC-owned 5K Fun Run and/or a 5150TM, IRONKIDS[®] and/or IRON GIRL[®] triathlon, duathlon contemporaneously (e.g., during the same weekend) with the Race. WTC may create additional, race-specific logos for any such additional races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit C) under this Agreement.
- (h) **Cancelled Event.** For each Event cancelled by WTC, the Parties shall use good faith efforts to negotiate an extension of the Term to provide for an additional event to replace the cancelled Event.

2. **Term of Agreement.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2025 Event, unless this Agreement is sooner terminated, or otherwise extended, in accordance with the terms of this Agreement (the "Term").

3. **Financial Matters.**

- (a) **Annual Payments to WTC.** With respect to each Event, Host shall, under the terms of Exhibit A, pay WTC the amounts stated in Exhibit A (each, an "Annual Payment"), as may be modified in accordance with Section 14(b).
- (b) **Sponsorship & Expo Vendor Referrals.** Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event to any third parties.
- (c) **Taxes.** The Annual Payment(s) set forth in Exhibit A are exclusive of taxes or fees, which are the responsibility of Host. All taxes and fees (including without limitations any foreign

taxes and fees (e.g., sales tax, HST, VAT)) shall be borne by Host and shall be applied in accordance with the then applicable tax laws for each respective state, province, country, or otherwise.

- (d) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP passes, exposition booth sales, product licenses, television licenses, and photograph sales.
- (e) Costs. To the extent Host does not timely provide any portion of the Host Support Services (as defined below), then, upon written request from WTC, Host shall, within thirty (30) days after delivery of such notice to Host, reimburse WTC to the extent WTC incurs, or will incur, any costs to obtain or provide any such Host Support Services not provided by Host. Such right of reimbursement does not limit WTC's remedies with respect to Host failing to provide any of the Host Support Services.
- (f) Costs of Additional Security Measures. Should local and/or governmental authorities determine that enhanced security measures are necessary and must be implemented surrounding the Event, and should such measures have additional costs associated with them, the Parties will work together to discuss a reasonable and appropriate allocation of expenses to cover such costs.

4. Certain Obligations of Host.

- (a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for each Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.
- (b) Compliance with Law. In connection with each Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.
- (c) Operational Aspects. In order to facilitate proper and timely planning, implementing, and conducting of each Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from WTC or any third party designated by WTC.
- (d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the Ironman®, 70.3®, Iron Girl®, IRONKIDS®, Velothon®, Cape Epic®, 5150®, and Rock 'n' Roll® marks and names, the "M-Dot" logo, and the "K-Dot" logo. Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.

- (e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.
- (f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.

5. **Certain Obligations of WTC.** Subject to the terms of this Agreement, and with respect to each Event:

- (a) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers and a local Race Director), training of personnel (including volunteers), Race manuals/programs, Race course route determination and design, Race course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. WTC may require that each Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.
- (b) Expo. WTC shall provide for a multi-day vendor exposition at each Event (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN®-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.
- (c) Website; Media; Broadcasts. WTC shall provide and maintain the official website that markets the Event (the "Event Website"), including a live global streaming webcast of the Race. WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.
- (d) Complimentary Sponsorship Package for Host. WTC shall provide Host with a sponsorship benefits package (for use solely by Host) to include Expo booth space, signage (advertising only the Host) at certain locations along the Race course, placement of Host's logo on all public Event-related printed material produced by WTC, and placement of Host's logo and Host's banner advertisements on the Event Website.
- (e) Complimentary VIP Hospitality Passes. WTC shall provide a total of fifteen (15) complimentary VIP/hospitality passes for each Event for use by Host's employees and representatives, which passes grant access to certain selective benefits at the Event

("Hospitality Passes"). Subject to availability and WTC's prior approval, Host will have the opportunity to purchase, at Host's cost, additional Hospitality Passes to the Event at a preferred sponsor rate. WTC reserves the right to deny the use by any specific individual(s) of any Hospitality Passes.

- (f) **Complimentary Race Entries.** WTC shall provide a total of five (5) complimentary Race entries for each Event (i.e., to participate as an age-group athlete in such races) for use subject to the terms below (collectively, the "Entries"). The Entries must be for Host's internal use only, such as awards in employee contests, competitions, etc. Host shall not provide any of the Entries to individuals who are not employees or representatives of Host. The Entries cannot, without WTC's prior written approval, be advertised or marketed as a "gift with purchase" or otherwise offered for sale. Host shall not hold itself out, represent, or imply, to any recipient (each, an "Athlete") of any of the Entries, or to any other third party, that Host represents or is an agent of WTC. Host shall provide to WTC the name and email address for each Athlete at least sixty (60) days prior to the applicable race, and inform the Athletes (and anyone else to whom any Entries are offered) of the following requirements:
- (i) No Entry may be sold, assigned, or otherwise transferred by any Athlete (or by anyone else after distribution by Host);
 - (ii) WTC will email online registration instructions to the Athletes;
 - (iii) Each Entry is for only the specific race, in the designated year, and cannot be used for any other race, or deferred for Entry in such race in a later year; and
 - (iv) Athletes must register online with WTC no later than forty-five (45) days prior to the applicable Race or else the Entry will be null and void, without any refund right or any other right to compensation or reimbursement.

6. Official Announcements; Promotions by Host.

- (a) **Host Website.** Host, on its website, shall prominently advertise the Event and the fact that Host is hosting the Event, and at all times during the Term shall prominently display a link, on its website, to the Event Website.
- (b) **Announcements.** Host shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of WTC in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of Host as part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:
 - (i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);
 - (ii) include only information in the public domain; and
 - (iii) are not for purposes of marketing or promotion.
- (c) **Other Matters.** Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a

positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

7. Ambush Marketing.

- (a) “Ambush Marketing” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.
- (b) Host shall not cause, engage in, or permit any Ambush Marketing, and, except to the extent Host is prohibited by law from doing so, Host shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:
- (i) Causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;
 - (ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);
 - (iii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;
 - (iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;
 - (v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and
 - (vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. Exclusivity.

- (a) Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the “Event Period”), Host shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-

related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:

- (i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
 - (ii) include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
 - (iii) occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
 - (iv) in any way jeopardize or adversely impact Event production or operations;
 - (v) infringe on any WTC intellectual property rights; or
 - (vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).
- (b) Advertising Other Triathlon, Running, & Cycling Companies or Long-Distance Triathlons, Marathons, & Cycling Races. During the Term, Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to the International Triathlon Union (ITU), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, and HITS Triathlon (or any of their respective successors or assigns), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is otherwise involved in any triathlon having a distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union), (iii) any triathlon having a distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC, or (iv) any other endurance series or events, including but not limited to any running series or company and any cycling series or company.
- (c) Non-Competition. During the Term and the eighteenth (18)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon or cycling event located, in whole or in part, within the Venue or anywhere within 75 miles of the Venue if such event features any race distance longer than that of: an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union) or 60k cycling event. Notwithstanding the foregoing, WTC acknowledges and agrees that the Mayor’s Marathon and any Gran Fondo cycling race that takes place in, or goes through, Lubbock, Texas do not conflict with this clause and are exceptions to the non-competition restrictions stated above.

9. **Representations and Warranties.** Each Party represents and warrants that:

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;
- (b) This Agreement is a legal, valid, and binding obligation of such entity, enforceable against such entity in accordance with its terms; and
- (c) Neither the execution, delivery, nor performance of this Agreement by it violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is

bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency (collectively, “Authorities”) is required in connection with the execution, delivery, or performance of this Agreement (except, with respect to WTC, certain permits, approvals, consents, notices, and other actions by Authorities may be required in connection with performance by WTC of this Agreement).

10. **Limited License to Use the Event Logo.**

- (a) **Grant of Limited Rights.** Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit C) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events, and subject in each instance to WTC’s prior written approval, which will not be unreasonably withheld. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit C.
- (b) **No Use on Products.** Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.
- (c) **Ownership; Goodwill.** Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC’s other trademarks or other intellectual property, or any mark with the word “IRON,” or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.

11. **Indemnification.**

- (a) To the extent permitted by law, each Party shall indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, elected officials, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys’ fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; (ii) any act or omission to act by the other Party, or any of its employees, servants, elected officials, or agents; (iii) any facilities, venues, or accommodations provided by or on behalf of such Party that violate any applicable laws (including, without limitation, the Americans with Disabilities Act); or (iv) any dangerous conditions on, or with respect to, any roads, facilities, venues, or accommodations controlled or maintained by such Party.
- (b) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation,

arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than two million U.S. dollars (\$2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5,000,000.00) in aggregate, which limits may be satisfied with any combination of primary and excess coverage; provided, that, any such excess coverage follows form of the primary coverage. Each Party shall cause the other Party to be named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

- (a) Subject to Section 13(b): If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- (b) Notwithstanding anything to the contrary herein, WTC may immediately terminate this Agreement:
 - (i) at any time if WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit B); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors;
 - (ii) if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or
 - (iii) if Host causes, engages in, or permits any Ambush Marketing.
- (c) **Effects of Termination; Survival.**
 - (i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
 - (ii) If this Agreement is terminated by WTC under the terms of Section 13(a) or Section 13(b)(ii), any unpaid Annual Payment amounts for the current Race Year will be immediately due and payable to WTC.
 - (iii) Each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such expiration or termination.
 - (iv) All rights and obligations under this Agreement that arose or accrued prior to

termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations set forth in Sections 3, 8, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24.

14. **Force Majeure.**

- (a) In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party’s control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations (“Force Majeure Event”), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.
- (b) If a Force Majeure Event causes an Event to be cancelled and such Event cannot reasonably be rescheduled or relocated within the Venue then the total amount of the Annual Payment payable by Host will be reduced as follows, depending on when such cancellation is announced to the general public:

Number of Days before the Race that the Event Cancellation (due to Force Majeure) is Announced	<i>Annual Payment to be reduced by:</i>
More than 7 days	90%
Less than 7 days	70%

For example: If cancellation of the 2021 Event (due to a Force Majeure Event) is announced 45 days before the Race, then the Annual Payment will instead be \$8,000 (i.e., \$80,000 reduced by 90%).

15. **Confidentiality.**

- (a) During the Term and the 36-month period thereafter, each Party (the “Receiving Party”) shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents, or materials, owned, developed, or possessed by the other Party, whether in tangible or intangible form (collectively, “Confidential Information”).
- (b) “Confidential Information” does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party’s breach

of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by the prior written consent of the disclosing Party; (iv) became known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) was independently developed by the Receiving Party without breach of this Agreement.

- (c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.
- (d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, but only if such officers and employees shall have entered into appropriate confidentiality agreements for secrecy and nonuse of Confidential Information which by its terms shall be enforceable by injunctive relief by the disclosing Party. The Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees.
- (e) The Receiving Party may disclose the terms of this Agreement to (i) its attorneys and other professional advisors who have a professional duty to the Receiving Party to keep confidential such information or (ii) a third party that has entered into a reasonably standard confidentiality agreement with the Receiving Party that prohibits such third party from disclosing such terms, where such third party requires to review this Agreement for purposes of evaluating a proposed (A) purchase by such third party of assets of or equity interests in the Receiving Party or (B) financing transaction involving the borrowing of funds or establishing a credit facility or other financing arrangement, in each case where Receiving Party would be the borrower or guarantor of such debt.
- (f) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of WTC. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each

Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction and Dispute Resolution.**

- (a) **Governing Law.** Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction.
- (b) **Enforcement.** If either Party brings any action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such action).

19. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to Host:

CITY OF LUBBOCK
P.O. Box 2000
Lubbock, Texas 79457
Attention: City Manager, W. Jarrett Atkinson
E-mail: jatkinson@mail.ci.lubbock.tx.us

(Or to such other address as Host furnishes to WTC in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to Host in writing in accordance with this Section)

21. **Omitted.**

22. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way

affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

23. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by the arbitrator or a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in "portable document format" (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes.

25. **Non-Appropriation.** Host shall provide notice to WTC should the present or any future City Council not appropriate funds in any fiscal year for the payment of amounts due under the Agreement. In the event of such non-appropriation, (a) Host shall still use best efforts to fulfill all obligations and duties (including but not limited to those specific Host Support Services found on Exhibit B) under this Agreement other than payment of the Annual Payment for such Race Year; and (b) WTC shall have the right to terminate the Agreement at any time within six (6) months of receiving notice of such non-appropriation. Additionally, should Host receive any grants or other funding for a sporting event in Lubbock, Texas, within the same fiscal year as the Event and such funds are not directly committed or assigned to another event, Host shall use reasonable efforts to prioritize paying the applicable Annual Payment to WTC.

[Signature page directly follows this page]

The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: Shane Fecteau
Name: SHANE FACTEAU
Title: CHIEF OPERATING OFFICER

HOST:

CITY OF LUBBOCK

By: 
Name: Daniel M. Pope
Title: Mayor

[Exhibits to this Agreement follow this page]

EXHIBIT A

Annual Payments;
Wire Transfer Instructions

Regarding the Event for Race Year	Annual Payments	Installments to be paid by Host to WTC	Due Date
2021	\$80,000.00	\$20,000.00	Upon Host's Execution of this Agreement
		\$60,000.00	May 1, 2021
2022	\$80,000.00	\$20,000.00	Jan 1, 2022
		\$60,000.00	May 1, 2022
2023	\$80,000.00	\$20,000.00	Jan 1, 2023
		\$60,000.00	May 1, 2023
2024	\$80,000.00	\$20,000.00	Jan 1, 2024
		\$60,000.00	May 1, 2024
2025	\$80,000.00	\$20,000.00	Jan 1, 2025
		\$60,000.00	May 1, 2025

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
 Routing Number: 026009593
 Account Name: World Triathlon Corporation
 Account Number: 898052297785

SWIFT Code: BOFAUS3N

Host's billing contact information:

- Contact Name: _____
- Email address: _____
- Telephone number: _____

EXHIBIT B

Host Support Services

With respect to each Event, and at **no cost to WTC**, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

B-1. **Approvals & Permits.** Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or WTC of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, and Host’s provision of the Host Support Services (collectively, the “**Approvals & Permits**”). Host shall ensure that, 180 days prior to the Event, all Approvals & Permits with respect to the Event are obtained, and that all Approvals & Permits will remain in effect for and during the Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.).

B-2. **Hotel Rooms.** If WTC achieves a registered athlete count of over two thousand (2,000) athletes, Host shall provide (or cause to be provided) to WTC eighty-two (82) complimentary hotel room nights **during Event week** (as shown in the table below) at the official Event/Host hotel(s). All such hotels must be within five (5) miles of the Event’s swim start location. Host shall also assist WTC with the coordination of local hotels and other entities to facilitate arrangements for local accommodations, travel, and tourist activities.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Singles	1	1	1	2	2	2	2
Doubles	4	7	8	12	12	14	14
Total	5	8	9	14	14	16	16

B-3. **Police, Fire, and Public Works Services.** Host shall ensure that the local and regional police services will command and ensure all fire services needed to maintain public safety throughout the duration of each Event. Host shall also ensure that certain Public Works services are available to aid in conducting each Event. For the avoidance of doubt, Host is responsible for one-half the cost of all Race day police, fire, and public works services fees. Host shall install a special command post (temporarily installed at the site), or, alternatively, activate the Lubbock Emergency Operations Center that will bring together all three services (police, fire, and public works), private security, volunteer security personnel, and communications.

B-4. **Venues/Facilities.** Host shall provide venues for the Event which shall consist of a large centralized area for the transition area(s), swim bike and run routes, finish line, athlete recovery area, concessions, parking, VIP hospitality, merchandise sales, and spectator viewing. Host shall also provide adequate space to accommodate athlete check-in, consumer expo, merchandise sales, secured warehouse/storage space and parking. Host will also assist WTC in working with Texas Tech University to use the campus for a transition area, finish line, run route, shuttle bus pick up location, and parking. Host acknowledges that certain facilities will be required from the Tuesday before each Race until the Monday immediately following each Race.

* * * * *

EXHIBIT C

TRADEMARK STANDARDS & USAGE GUIDELINES:
EVENT-SPECIFIC LOGO

Sample Event Logo

Each Event will feature one or more IRONMAN 70.3®-branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo. The following is an example of an event logo from a different event:

WTC may elect to, from time to time, modify the Event Logo by adding the name of a “title” sponsor or “presenting” sponsor to such logo.



General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC’s intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

IRONMAN 70.3®
is a registered trademark of World Triathlon Corporation.
Used herein by permission.

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;
- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

General

Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

Please adhere to the following regarding use of the terms "IRONMAN®" and "IRONMAN® 70.3®":

- IRONMAN® must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN® should never be abbreviated as "IM."
- IRONMAN® 70.3® should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN® 70.3® triathlon").

Please adhere to the following regarding use of the terms "IRONKIDS®":

- IRONKIDS® must be a single word, never hyphenated, and "IronKids" is always capital letter "I" and capital letter "K" when used in title case.

- IRONKIDS® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “IRONKIDS” must never be used as a standalone term or to denote distance. (e.g., never as “IronKids distance”).
- IRONKIDS® should never be abbreviated as “IK.”
- Stand-alone references to “an IRONKIDS” are improper. Please add “dip ‘n’ dash” or “fun run” or other applicable word to such phrase (e.g., “an IRONKIDS® fun run”).

Please adhere to the following regarding use of the terms “Iron Girl®”:

- Iron Girl® must be two (2) separate words on the same line and “Iron Girl” is always capital letter “I” and capital letter “G.”
- Iron Girl® should never be abbreviated as “IG”.
- Iron Girl® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. “Iron Girl” must never be used as a standalone term or to denote distance. (e.g., never as “Iron Girl distance”).
- Stand-alone references to “an Iron Girl” are improper. Please add “half marathon” or “triathlon” or other applicable word to such phrase (e.g., “an Iron Girl® triathlon”).



Regular City Council Meeting

7. 20.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor, on behalf of the City of Lubbock, to execute an agreement for professional legal services with Hacker Stephens LLP, and any amendments thereto, and ratifying the acts of the City Manager in executing an agreement for legal services with Hacker Stephens LLP.

Item Summary

This item amends the May 14, 2021 engagement letter for legal services with Hacker Stephens LLP, by providing Council approval as contemplated in the original agreement.

Fiscal Impact

Sufficient funds are available for this engagement.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - Hacker Stephens LLP

Engagement Letter - Hacker Stephens LLP

Amendment - Hacker Stephens LLP 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, an agreement, and any amendments thereto, for professional legal services with Hacker Stephens LLP; and that the acts of the City Manager are herein ratified in his execution of any agreement with Hacker Stephens LLP. 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Chad Weaver, City Attorney

HACKERSTEPHENS^{LLP}

HEATHER GEBELIN HACKER
Partner

(512) 399-3022
Heather@HackerStephens.com

May 14, 2021

Chad Weaver, City Attorney
W. Jarrett Atkinson, City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Via Email: cweaver@mylubbock.us

Re: Planned Parenthood lawsuit to be filed in the Northern District of Texas against the City of Lubbock and/or City Officials

Dear Messrs. Atkinson and Weaver:

The purpose of this letter is to set forth the terms of the engagement of Hacker Stephens LLP (the "Firm") by the City of Lubbock ("Client") for legal representation and the fee arrangement relating thereto. This engagement does not create an attorney-client relationship with any other person or entity other than Client, including other parties to the above-mentioned case.

Scope of the Engagement: You have requested that the Firm undertake legal representation on behalf of Client in connection with the above-referenced matter. Specifically, the Firm intends to serve as lead litigation counsel in this matter. The Firm agrees to accept and undertake this representation subject to the terms of this letter of engagement, which may be amended later in writing subject to the agreement of both parties. We will use our best efforts in representing Client, but we cannot guarantee that we will achieve a favorable outcome.

Legal Fees: In connection with the Firm's representation, it is agreed that Client shall pay a reasonable legal fee in light of all the factors to be considered as a guide for determining reasonableness as set forth in the Code of Professional Responsibility. It is further agreed that the reasonable fees to compensate for services rendered shall be the amount equal to the time expended (billed in six-minute increments) multiplied by the normal hourly rate of each respective attorney involved, plus all out-of-pocket expenses incurred. Our hourly rates are subject to increases from time to time (usually on an annual basis) to account for skill and experience, inflationary trends and other usual factors. At present, the persons in the Firm who will be working on this matter and their billing rates are as follows:

Andrew B. Stephens, Partner	\$350/hr.
Heather G. Hacker, Partner	\$350/hr.

The Firm understands that if the Firm's legal fees exceed \$50,000, this agreement will require approval of the City Council.

Invoices and Expenses: It is our policy to forward invoices to client for legal fees and expenses incurred on a monthly basis. Our invoices are due and payable 30 days after receipt. Our invoices set forth the detail of legal services rendered, the person rendering the same, the date on which that service was rendered, and other details concerning out of pocket expenses or costs incurred. Out-of-pocket expenses to be reimbursed by Client include, but are not limited to, printing and reproduction, certified documents, travel, delivery and courier services, court filing fees, postage, electronic research, and other charges. We bill expenses as soon as possible, but some expenses (such as electronic research) will not appear until a month or two after the expense is incurred.

Termination: Either Client or the Firm may terminate the engagement upon ten (10) days written notice for any reason, including nonpayment of legal fees. All legal fees and expenses incurred prior to such termination date will become due and payable.

Document Retention Policy: Subject to the Firm's obligations in the event of its withdrawal from representation, and further subject to situations beyond our control, the Firm shall attempt to retain and maintain a complete copy of the files of the Firm relative to its legal representation of Client' interests, as solely determined by the Firm, for a period of six (6) years following the conclusion of such legal representation and during such time will allow the Client reasonable access to such files and will provide a copy of the file to Client upon request. In the event of any termination of the engagement or the Firm's withdrawal, Client will be promptly furnished a complete copy of the file for which the Firm was engaged.

Paper Copies of Court Filings: The Firm will store pleadings and other court filings prepared and received in connection with the above-referenced matter in electronic format. Unless instructed otherwise by Client in writing, the Firm will not retain paper copies of such pleadings or other court filings.

Conflicts: We have not at this time identified any conflict created by our representation of Client that would preclude us from representing Client. If, in the course of our representation of Client, the Firm discovers and determines in its sole discretion that a conflict of interest exists, the Firm will notify Client of such conflict. Likewise, in the event that Client identify an actual or potential conflict of interest, Client will promptly notify the Firm.

Governing Law: The laws of the State of Texas shall govern the validity, construction, interpretation, and enforcement of this engagement letter. This engagement letter contains the entire agreement between Client and the Firm regarding the matters described herein, and the fees, charges and expenses to be paid relative thereto, and supersedes all prior oral or written agreements in respect thereof. The Client acknowledge that they are not relying upon any statement or representation by the Firm except the representations set forth in this engagement letter. The Client are relying on their own judgment in entering into this agreement. This engagement letter may only be amended in writing by Client and the Firm and our respective legal representatives, successors and assigns.

State Bar Notice: The State Bar of Texas requires that we advise you that the State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every

complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. Please call 1.800.932.1900 for more information.

If this letter accurately reflects our agreement, please sign in the space provided below and return a copy to our office. We look forward to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Hacker", written in a cursive style.

Heather Gebelin Hacker
For Hacker Stephens LLP

AGREED:

A handwritten signature in blue ink, appearing to read "W. Jarrett Atkinson", written in a cursive style.

W. Jarrett Atkinson, City Manager, on behalf of the City of Lubbock

HACKERSTEPHENS^{LLP}

HEATHER GEBELIN HACKER

Partner

(512) 399-3022

Heather@HackerStephens.com

June 4, 2021

Chad Weaver, City Attorney
Dan Pope, Mayor
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Via Email: cweaver@mylubbock.us

Re: Lubbock Ordinance No. 2021, "Sanctuary City for the Unborn"

Dear Mayor Pope and Mr. Weaver:

Thank you for engaging Hacker Stephens LLP (the "Firm") to represent the City of Lubbock ("Client"). The purpose of this letter is to amend the terms of the original engagement letter dated May 14, 2021 in order to expand the scope of the engagement and accurately reflect the understanding of the parties. To that end, the paragraph below shall supercede and replace the paragraph titled "Scope of the Engagement" in the May 14, 2021 engagement letter:

Scope of the Engagement: You have requested that the Firm undertake legal representation on behalf of Client in connection with Lubbock Ordinance No. 2021, "An Ordinance Outlawing Abortion Within the City of Lubbock and Declaring Lubbock a Sanctuary City for the Unborn." Specifically, the Firm intends to serve as lead litigation counsel in legal matters concerning the above-referenced Ordinance. The Firm agrees to accept and undertake this representation subject to the terms of this letter of engagement, which may be amended later in writing subject to the agreement of both parties. We will use our best efforts in representing Client, but we cannot guarantee that we will achieve a favorable outcome.

Please note that this engagement does not create an attorney-client relationship with any other person or entity other than Client, including other parties involved in the above-referenced matters. If this letter accurately reflects our agreement, please sign in the space provided below and return a copy to our office. We appreciate the opportunity to continue to represent the City of Lubbock.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Hacker', written in a cursive style.

Heather Gebelin Hacker
For Hacker Stephens LLP

AGREED:

Dan Pope, Mayor, on behalf of the City of Lubbock



Regular City Council Meeting

7. 21.

Meeting Date: 06/08/2021

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute the Third Amendment to the Memorandum of Understanding with Palisade Pipeline, LLC, to define roles and responsibilities of the City of Lubbock and Palisade Pipeline, LLC.

Item Summary

On June 11, 2019, the City of Lubbock entered into a Memorandum of Understanding (MOU) with Palisade Pipeline, LLC, (Palisade) to set forth certain expectations of discussion and negotiation between the City and Palisade regarding the potential purchase by Palisade of up to 6 million gallons per day (MGD) of reclaimed water produced by the City, and the lease of real property from the City. The term of the MOU was for a period of 12 months with the opportunity for two 45-day extensions, if needed. This time period, called the exclusivity period, allows Palisade to conduct its due diligence and negotiate the terms of the Reclaimed Water Use Agreement with the City. Pursuant to the obligations set forth in the MOU, Palisade paid \$120,000 to the City, for the 12-month exclusivity period.

On May 26, 2020, staff recommended amending the MOU to extend the exclusivity period for an additional 6 months at no additional cost, in light of the COVID-19 pandemic in which widespread travel restrictions and business closures to the public were enacted. On December 15, 2020, staff again recommended amending the MOU to extend the exclusivity period for an additional 6 months at no additional cost due to the ongoing impact of the pandemic.

Palisade Pipeline is requesting an extension of the MOU and exclusivity period for another 12 months, in order to continue developing the project. Staff recommends approval of the extension request at a cost of \$120,000. Additionally, the amendment reduces the overall term of the future Reclaimed Water Purchase Agreement to 24 years.

Fiscal Impact

Revenue of \$120,000 to the General Fund

Staff/Board Recommending

Jessica McEachern, Assistant City Manager

Attachments

Resolution

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to that certain Memorandum of Understanding dated June 11, 2019, whereby certain terms and conditions respecting the potential purchase by Palisade of rights to a portion of the City's effluent water were established, by and between the City of Lubbock and Palisade Pipeline, LLC, of Houston, Texas, 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 _____.

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



Regular City Council Meeting

8. 1.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0063, for Zone Case 1788-F, a request of McDougal Realtors for Lubbock Prosperity, L.P., for a zone change from General Retail District (C-3) to General Retail District (C-3) Specific Use for a Blood Plasma Center, at 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1788-F
Staff Report 1788-F
Documentation 1788-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1788-F; A ZONING CHANGE FROM C-3 TO C-3 SPECIFIC USE FOR A BLOOD PLASMA CENTER, AT 4841 50TH STREET, LOCATED SOUTH OF 50TH STREET AND EAST OF WAYNE AVENUE, GREENBRIER ADDITION, LOT H, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1788-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-3 Specific Use for a Blood Plasma Center** zoning district at **4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H**, City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-3 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1788-F
May 6, 2021

Staff Report	Zone Case 1788-F
City Council Meeting	May 25, 2021

Applicant McDougal Realtors
Property Owner Lubbock Prosperity, LP
Council District 4

Recommendations

- Staff recommends approval.

Prior Board or Council Action

- April 28, 1955: This property was annexed through Ordinance No. 1683.
- November 22, 1955, Zone Case 540: This property was zoned to Single-Family District (R-1).
- November 22, 1966, Zone Case 1430-A: This property was zoned from R-1 to Local Retail District (C-2), Multi-Family District (R-3), and High-Rise Apartment District (A-3).
- July 10, 1969, Zone Case 1585-A-1: This property was zoned from R-3 to Family Apartment District (A-1)
- March 9, 1972, Zone Case 1788: This property was zoned from C-2, A-3 and A-1 to C-2 and High-Density Apartment District (A-2).
- July 12, 1973, Zone Case 1788-A: This property was zoned from R-1, C-2, and A-2 to C-2.
- April 10, 1980, Zone Case 1788-B: This property was zoned from C-2 to General Retail District (C-3).
- April 16, 1980, Special Exception Case E-0887: This property was granted a special exception for a greenhouse and plant nursery.
- May 6, 2021, Zone Case 1788-F: The Planning and Zoning Commission recommended approval of a zone change to C-3 with a Specific Use for a Blood Plasma Center by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1955 and was developed with a commercial building in 1980.

Adjacent Property Development

The property northwest of the subject property is zoned C-2, and the properties to the east are zoned C-2 and Commercial District (C-4) with a Specific Use for a Self-Storage Facility, and have been developed with commercial buildings. The properties to the north are zoned C-2 and Restricted Local Retail District (C-2A), and have been developed with commercial buildings. The properties to the south are zoned R-1 and have been developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed at 4841 50th Street and is located south of 50th Street and east of Wayne Avenue. The applicant requests to re-zone the subject property from C-3 to C-3 with a Specific Use for a Blood Plasma Center.

Current zoning: General Retail District (C-3)

Requested zoning: General Retail District (C-3) with a Specific Use for a Blood Plasma Center

Intent Statements

The intent of the current C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the proposed Specific Use District zoning is “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance as stated in Section 1.”

Traffic Network/Infrastructure Impacts

The proposed Specific Use location is along 50th Street, which is designated as a Principal Arterial, and Wayne Avenue, which is designated as a Local street by the Master Thoroughfare Plan. Principal Arterial roads are designed for a higher intensity of traffic, while Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed Specific Use will be suitable for these types of roads.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-3 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Photos
- F. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [General Retail District \(C-3\)](#)

Transportation: The proposed development has points of access from 50th Street and Wayne Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
50 th Street <i>Principal Arterial, Completed</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Wayne Avenue <i>Local, Completed</i>	R.O.W. 56 feet, two-lane, undivided, paved	Two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.2 **Case 1788-F:** McDougal Realtors for Lubbock Prosperity, LP

Request for a Specific Use to allow a Blood Plasma Center on property zoned General Retail District (C-3), at:

- 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H.

PLANNER JACOB HAWKINS stated twenty-five (25) notifications were sent out with zero returned. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

ASSISTANT CITY ATTORNEY KELLI LEISURE asked if the above address is the address in its entirety. Staff replied it is, as the other tenant has a separate address.

JEREMY STEEN with McDougal Realtors, 1500 Broadway, representing the applicant, advised he could answer any questions.

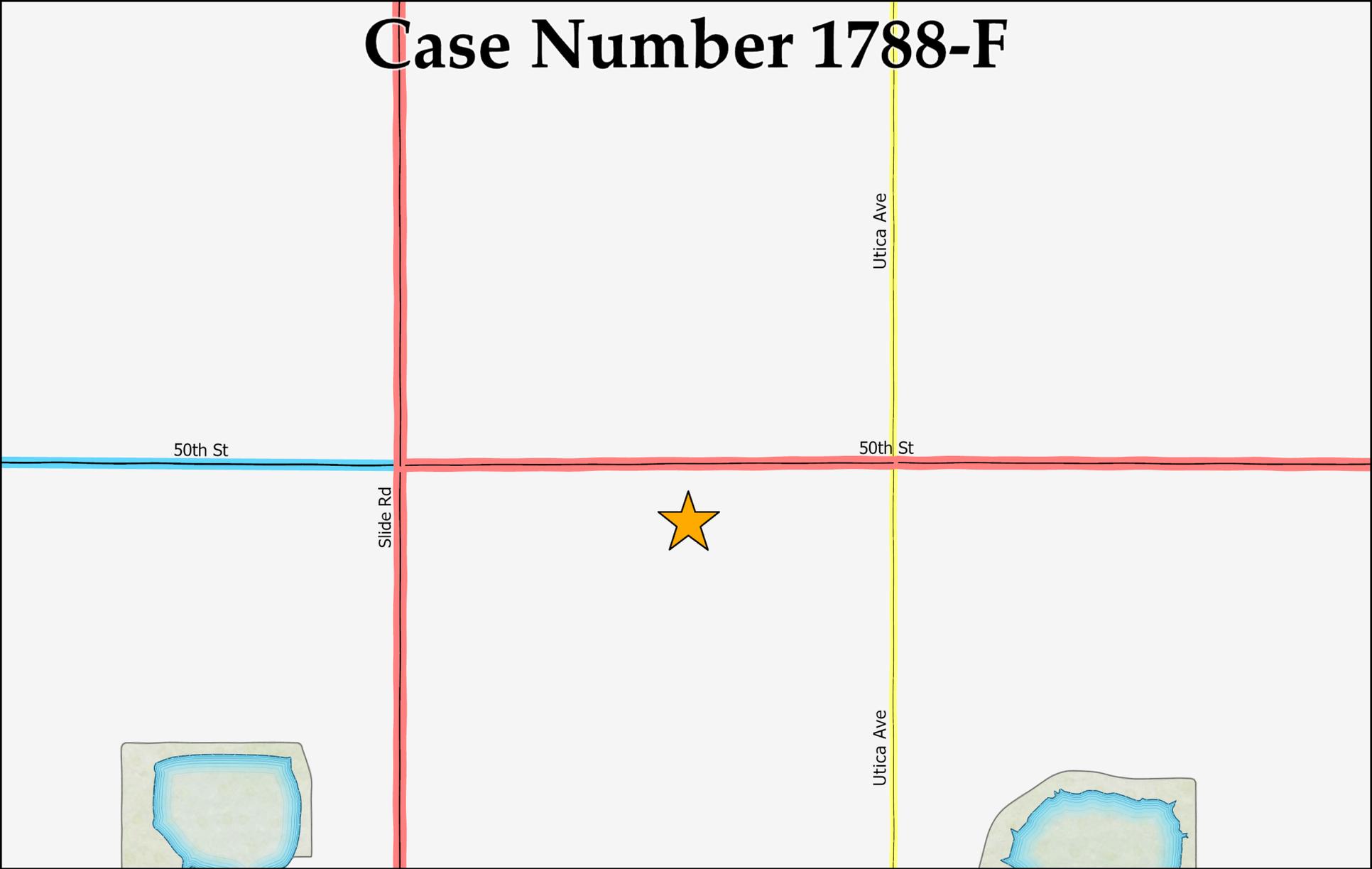
Public Hearing

WAYNE ARMSTRONG 3408 Belton Avenue stated the old Virginia College is going to be turned into Southcrest Christian School and wanted to know if there would be a separation requirement. Staff advised there would not.

Zone Case 1788-F

In the matter of **Zone Case 1788-F** a motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

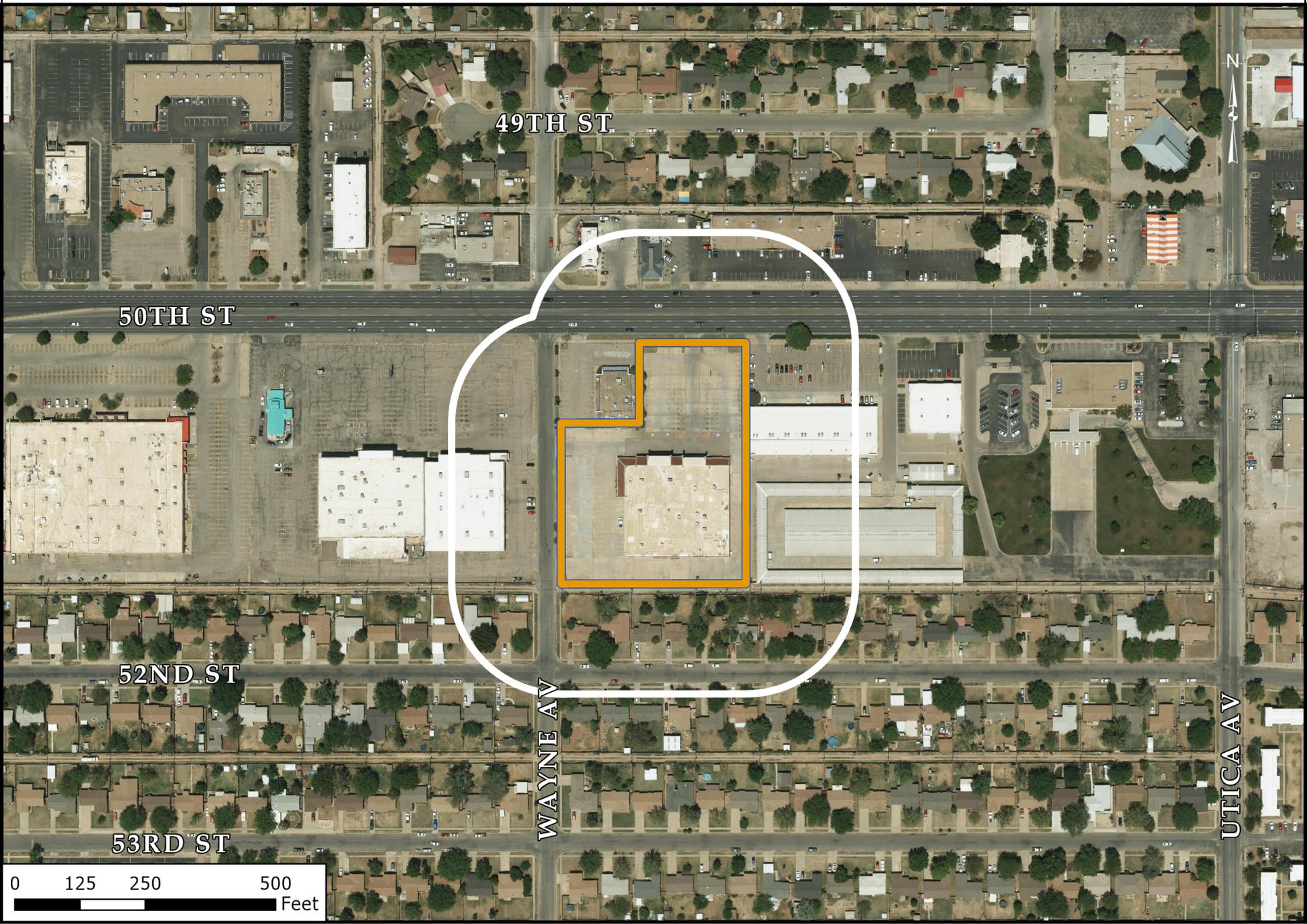
Case Number 1788-F



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 1788-F



49TH ST.

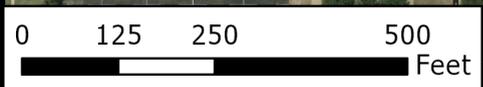
50TH ST

52ND ST

53RD ST

WAYNE AV

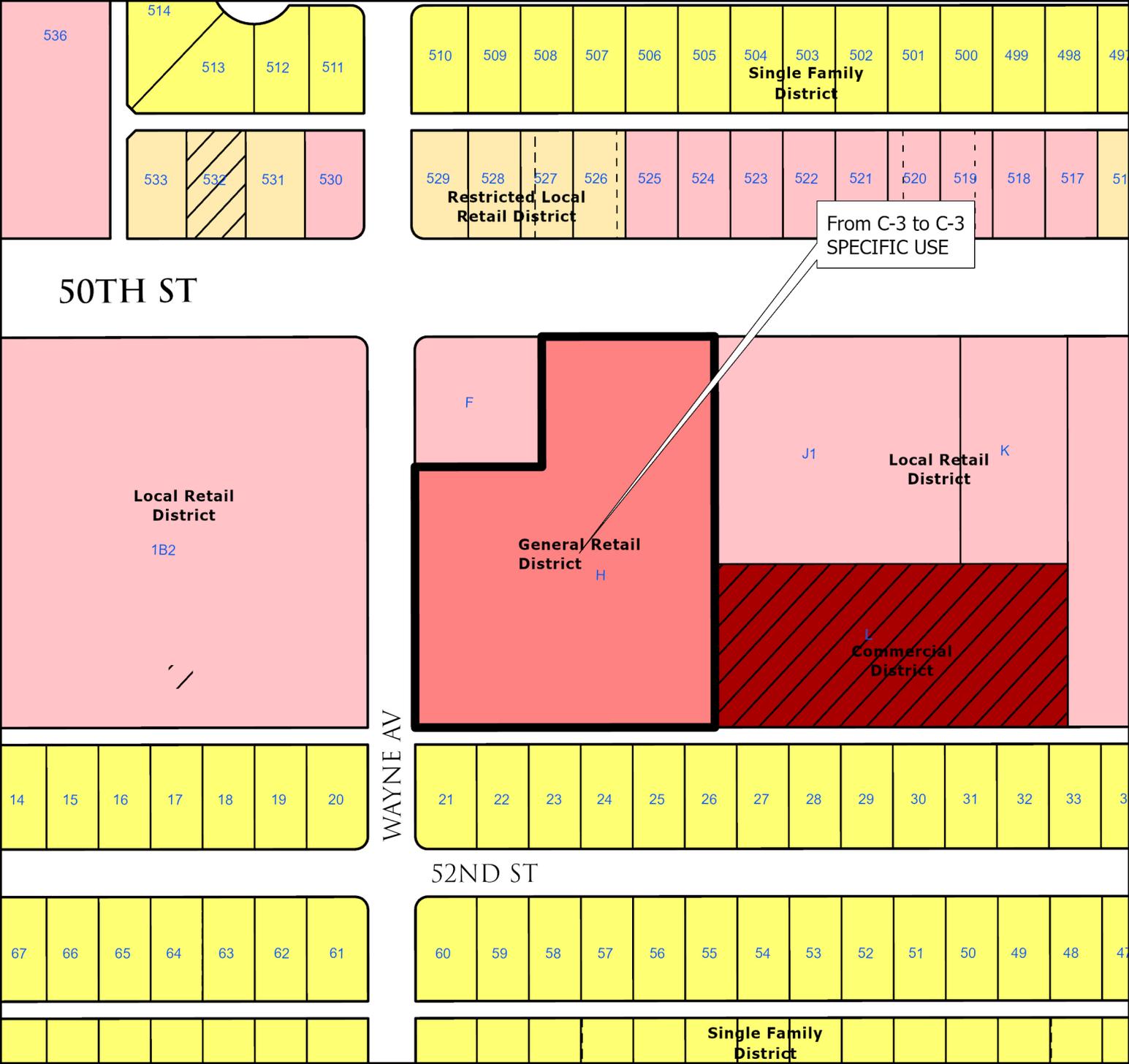
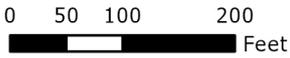
UTICA AV



Current Zoning 1788-F



- Zoning Districts**
- Restricted Local Retail
 - Restricted Local Retail Specific Use
 - Local Retail
 - Local Retail Specific Use
 - General Retail
 - Commercial Specific Use
 - Single Family



1788-F



View of subject property. View south.



View of adjacent property. View east.



View of adjacent property. View west.



View of adjacent property. View north.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

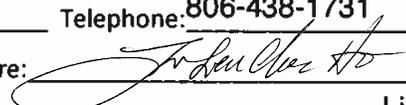
Project Information

Location or Address: 4841 50th Street
 Lots/Tracts: Greenbrier Lot H
 Survey & Abstract: Attached
 Metes and Bounds Attached: Yes No Total Acreage of Request: 3.21
 Existing Land Use: Shopping Center Existing Zoning: C-3
 Requested Zoning: Specific Use - Blood Plasma Center
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: McDougal Realtors
 Name: Jeremy Steen
 Address: 1500 Broadway, Ste 1400 City: Lubbock State: TX
 ZIP Code: 79401 Telephone: 806-392-0578 Email: jeremy.steen@mcdougal.com
 Applicant's Signature: 
 Date: 03/01/2021 Printed Name: Jeremy Steen

Owner Information

Firm Name: Lubbock Prosperity, LP
 Owner: Dr Lillian Chou
 Address: 4009 19th, Ste D City: Lubbock State: TX
 ZIP Code: 79410 Telephone: 806-438-1731 Email: lillianchou55@hotmail.com
 Property Owner's Signature: 
 Date: 03/01/2021 Printed Name: Lillian Chou aka Jui-Lien Chou Ho

Preparer Information

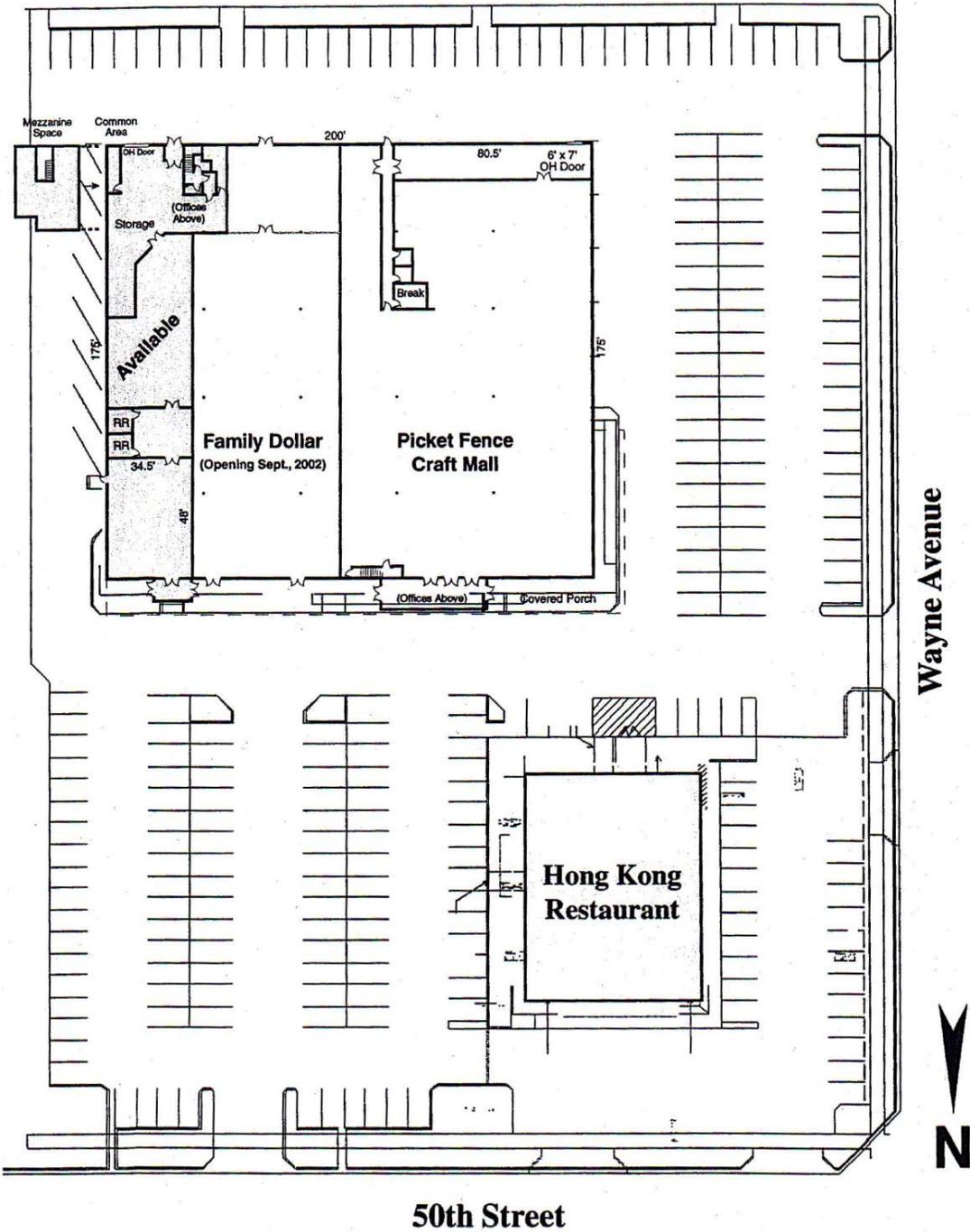
Preparer's Signature: 
 Date: 03/01/21 Printed Name: Jeremy Steen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

Site Plan





Regular City Council Meeting

8. 2.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0064, for Zone Case 2909-E, a request of Callaway Architecture for S&S Commercial Properties, LTD, for a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM) at 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2909-E Ordinance
2909-E Staff Report
2909-E Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2909-E; A ZONING CHANGE FROM IHC TO AM ZONING DISTRICT AT 6401 SPUR 327, LOCATED SOUTH OF SPUR 327 AND EAST OF MILWAUKEE AVENUE, ON 2.289 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2909-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **AM** zoning district at **6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



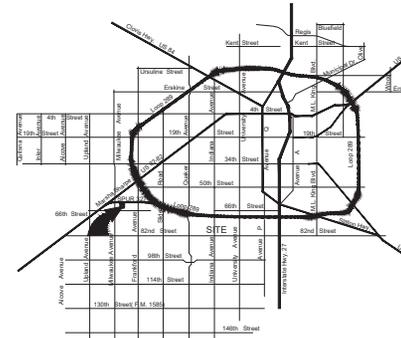
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2909-E
May 6, 2021

ALTA/NSPS Land Title Survey

Legal Description

2.289 Acre Tract out of Section 36, Block AK, Lubbock County, Texas,



Key Map No Scale

FIELD NOTES on a 2.289 acre tract out of the 3.174 acre tract described in Lubbock County Clerk File Number 2016031692 and out of Section 36, Block AK and further described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with green cap marked RPLS 4460 (hereinafter referred to Abacus Cap) having Texas North Central Zone Coordinates of North 7259592.77, East 915905.35 (NAD 83, 2011, Epoch 2010.0000) in the South line of the 3.174 acre tract for the Southwest corner of this tract which bears S 88°10'18" E (Texas North Central Zone Bearing Basis), 598.09 feet and N 01°44'49" E, 1149.41 feet from the Southwest corner of Section 36, Block AK;

THENCE N 01°49'14" E, at 337.58 feet pass a set Abacus Cap, continuing for a total distance of 393.33 feet to a set Abacus Cap for the Northwest corner of this tract;

THENCE S 88°10'39" E, with the South line of Spur 327, a distance of 239.19 feet to a found 1/2" iron rod with yellow cap for the most Northerly Northeast corner of this tract;

THENCE S 43°08'50" W, 21.19 feet to a found "X" in concrete in the West line of La Salle Avenue, for the most Easterly Northeast corner of this tract;

THENCE S 01°50'50" W, with the West line of La Salle Avenue, 363.31 feet to a found 1/2" iron rod with steel cap marked Abacus Engineering RPLS 4460 for the most Easterly Southeast corner of this tract;

THENCE S 46°33'42" W, 21.19 feet to a found 1/2" iron rod with steel cap marked Abacus Engineering RPLS 4460 for the most Southerly Southeast corner of this tract;

THENCE N 88°10'18" W, with the North line of 62nd Street, 239.09 feet to the PLACE OF BEGINNING and containing 2.289 acres.



Graphic Scale: 1"=50'

Legend

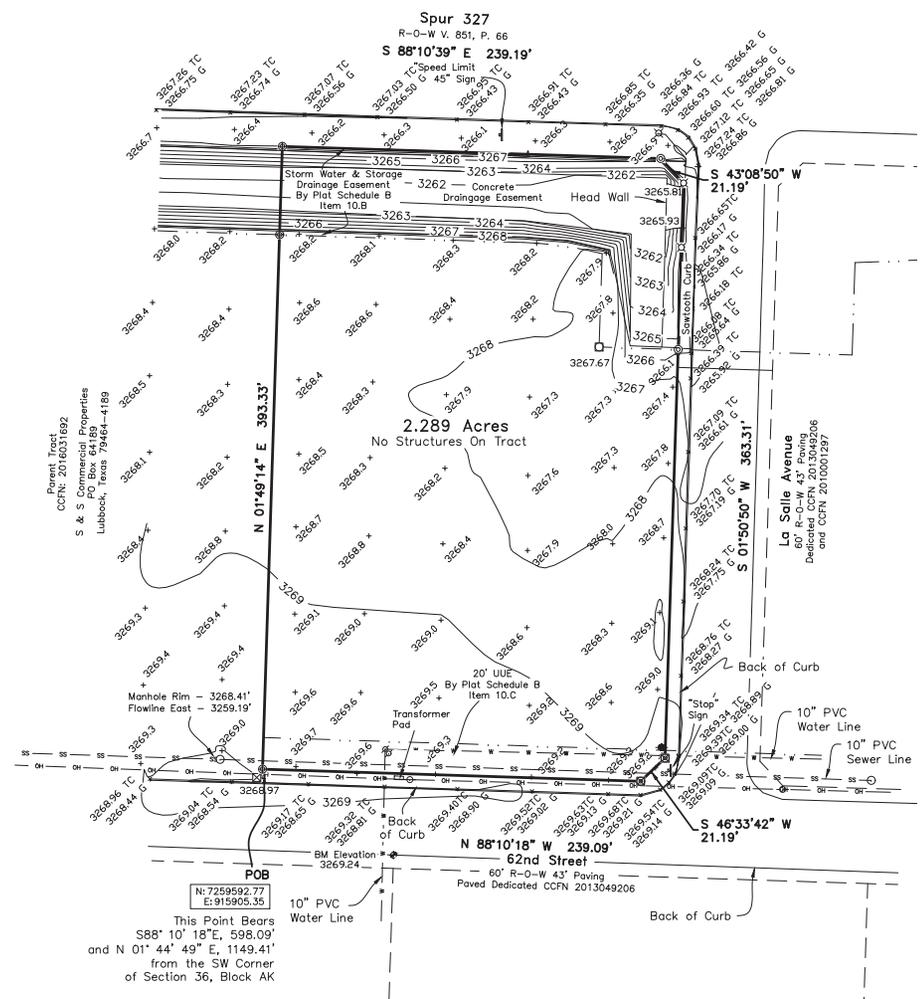
- ◆ Bench Mark
- Fd. 1/2" Rod With Yellow Cap
- Fd. 1/2" Rod With Steel Cap (Marked Abacus Engineering RPLS 4460)
- Fd. "X" In Concrete
- Set 1/2" Rod With Green Cap (Marked RPLS 4460)
- ⊥ Sign & Type
- Manhole
- ⊠ 3 X 2 Cable Vault
- ⊞ Water Valve
- Fire Hydrant
- Power Pole
- OH — Overhead Power Line
- W — Water Line
- SS — Sewer Line
- TC — Top of Curb
- G — Flowline Gutter
- CCFN — County Clerk File Number

Table A Items

1. Monuments were found or set on all corners and are shown in Plat Legend.
2. Address: Address shown as 6401 Spur 327 on City of Lubbock GIS Map. Not Observed on site.
3. This tract is shown to lie within the limits of the 100-Year Flood Plain as shown on FEMA Map # 48303C0290C effective date 2/3/2017. Zone AE.
4. This site contains 2.289 Acres.
5. Elevations and Contours are based in the ground survey. Elevations are NAVD 1988.
7. (a.) There are no structures on this tract.
8. Substantial Features are shown on the plat.
9. There are no Parking Spaces.
11. Utility locations are based on visible evidence and maps supplied by various utility companies and the City of Lubbock. Dig Test was called but some utilities may not have been marked. All utilities may not be shown. Call the Dig Test before any excavation. Visible appearances are shown.
13. Names of adjoining owners according to the Lubbock Central Appraisal District is shown on this plat. This property is bounded on the Northeast and Southeast sides by streets. Maintain by the City of Lubbock or the Texas Department of Transportation.
16. No evidence of current earthmoving work, building construction or building additions was observed.
17. Changes In Right of Way. None known.

Surveyor's Notes

1. This plat is based on a survey made on the ground December 18, 2020.
2. Monuments shown as found on this plat were accepted by this surveyor as controlling evidence due to substantial agreement with record documents. All monuments found and accepted on this survey are physical monuments of record dignity.
3. No substantial discrepancies between the record documents and conditions on the ground were found on this survey.
4. All references to Volume and Pages contained within the Notes or referenced on this plat reference the records on file in the Lubbock County Court House.
5. Bearings and coordinates are based on the Texas North Central Zone Coordinate System (4202) NAD 83 2011, EPOCH 2010.0000 determined by GPS observations.
6. Benchmark Box on Top of Curb South side of 62nd Street, 200± West of centerline of La Salle Avenue. Elevation: 3269.24
7. Easement Information:
This Surveyor has relied on the Commitment for Title Insurance, issued by First American Title Guaranty Company, for GF # 84717, Effective Date November 13, 2020 for Record Title Information and easement data. There are two easements listed under Schedule B of the Title Commitment.
Item 10.B. is a storm water storage and drainage easement dedicated County Clerk File No. 2012049300 shown here on.
Item 10.C. is an underground utility easement dedicated County Clerk File No. 2012050304 shown here on.



CERTIFICATION:

I hereby certify to Exceptional HealthCare Holdings, a Texas Corporation and Western Title of Lubbock that this map or plat and the survey on which it is based were made in accordance with the "2016 Minimum Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7 (a), 8, 9, 11, 13, 16, and 17 of Table A thereof. The field work was completed on December 18, 2020.

Date of Plat January 11, 2021

Jonathan Mark Cieszkinski

Jonathan Mark Cieszkinski, Texas RPLS No. 4460



Staff Report	Zone Case 2909-E
City Council Meeting	May 25, 2021

Applicant Callaway Architecture
Property Owner S&S Commercial Properties, LTD
Council District 5

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- September 11, 1958: The property was annexed through Ordinance No. 2535 and zoned Single-Family District (R-1).
- April 12, 2001, Zone Case 2909: Subject Property rezoned to Interstate Highway Commercial District (IHC) from R-1.
- May 6, 2021 Zone Case 2909-E: Planning and Zoning Commission recommended approval of a zone change to Apartment-Medical District (AM) from IHC by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 6
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject site has remained vacant since its annexation in 1958.

Adjacent Property Development

The subject property is bounded by Spur 327 to the north. All other surrounding properties are zoned IHC. There are hotels to the south and southeast. The lot to the west is vacant. Finally, the adjacent lot to the east is developed with an auto dealership.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue. The applicant requests a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM), on as 2.289 acres of unplatted land out of Block AK, Section 36. The intent of this request is to develop a hospital.

Current zoning: Interstate Highway Commercial District (IHC)

Requested zoning: Apartment-Medical District (AM)

Intent Statements

The intent of the current IHC zoning is “... to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.”

The intent of the requested AM zoning is "... to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center."

Traffic Network/Infrastructure Impacts

The proposed zone change location is along Spur 327, which is designated as a Freeway by the Master Thoroughfare Plan, 2018. Freeways are intended to serve regional needs with high volumes of traffic. The existing infrastructure can easily service the intensity of uses in this district.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and the existing development. A hospital will be compatible with the adjacent non-residential uses of the auto dealership and hotels.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates the subject property for commercial/light retail land uses. The proposed zoning of AM is identified as low intensity office (p. 61), which is appropriate as nonresidential infill, and therefore appropriate in this location with other commercial uses.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance and is appropriate adjacent the existing auto dealership and hotel uses already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and will not need additional public improvements.

Attachments

- A. Case Information
- B. Thoroughfare 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

Aaron Calloway
Planner
Planning Department
806-775-2120
acalloway@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Apartment-Medical District \(AM\)](#)

Transportation: The proposed development has points of access from Spur 327 Frontage Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Spur 327 Frontage Road <i>Freeway, Completed</i>	R.O.W. 110 feet, six-lane, divided, paved	R.O.W. 110 feet, six-lane, divided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.3 **Case 2909-E:** Callaway Architecture for S&S Commercial Properties, LTD.

Request for a zone change to Apartment-Medical District (AM) from Interstate Highway Commercial District (IHC) at:

- 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36.

PLANNER AARON CALLOWAY stated six (6) notifications were sent out, with two (2) returned in favor and zero (0) returned opposed. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

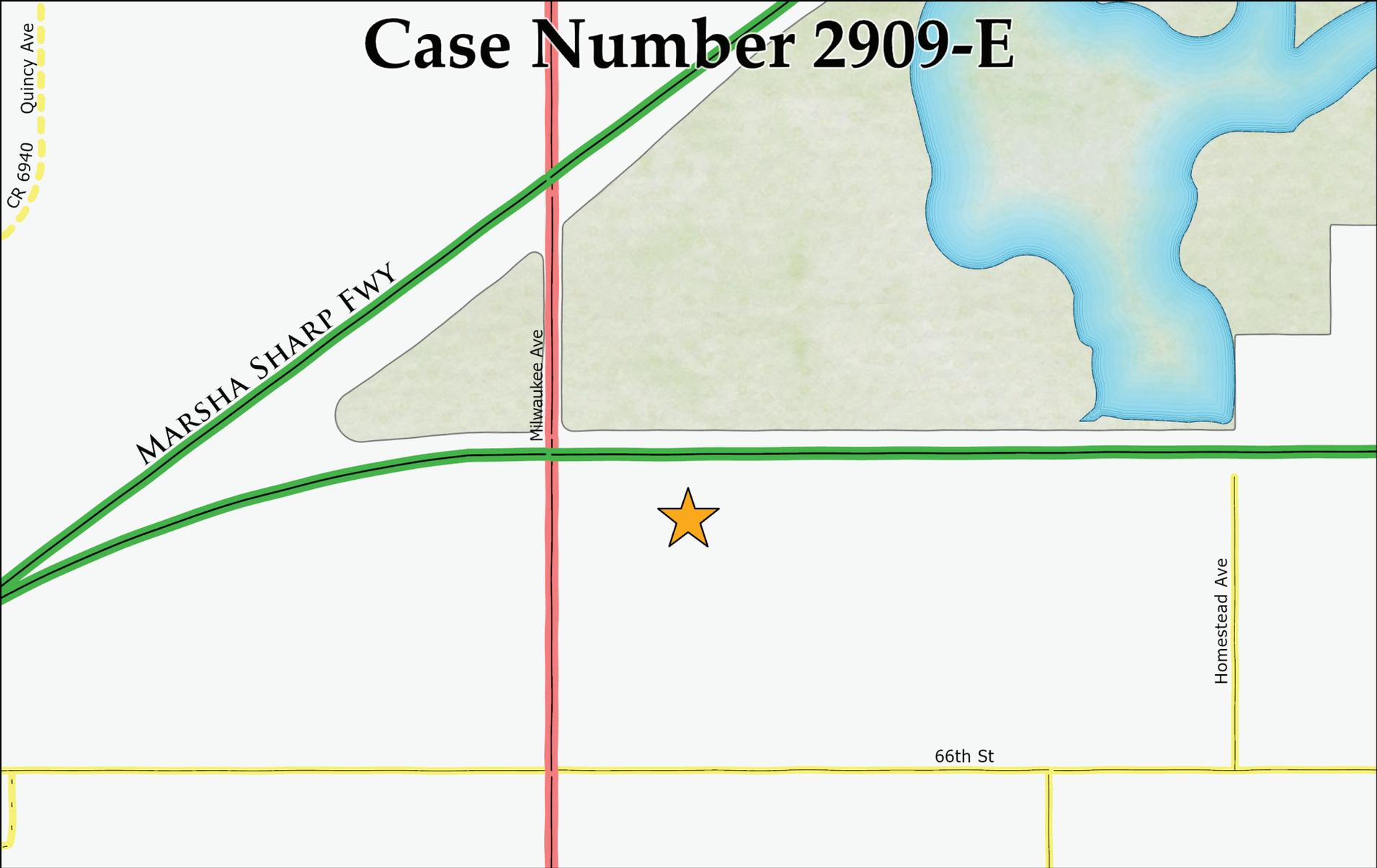
JEREMY STEEN with McDougal Relators 1500 Broadway representing the applicant as well as the buyer Dr. Patel, advised this will be a micro-hospital which allows longer stays for patients than freestanding Emergency rooms, which are limited to 23 hours maximum.

Public Hearing

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2909-E** a motion was made by **JORDAN WHEATLEY** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 2909-E



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

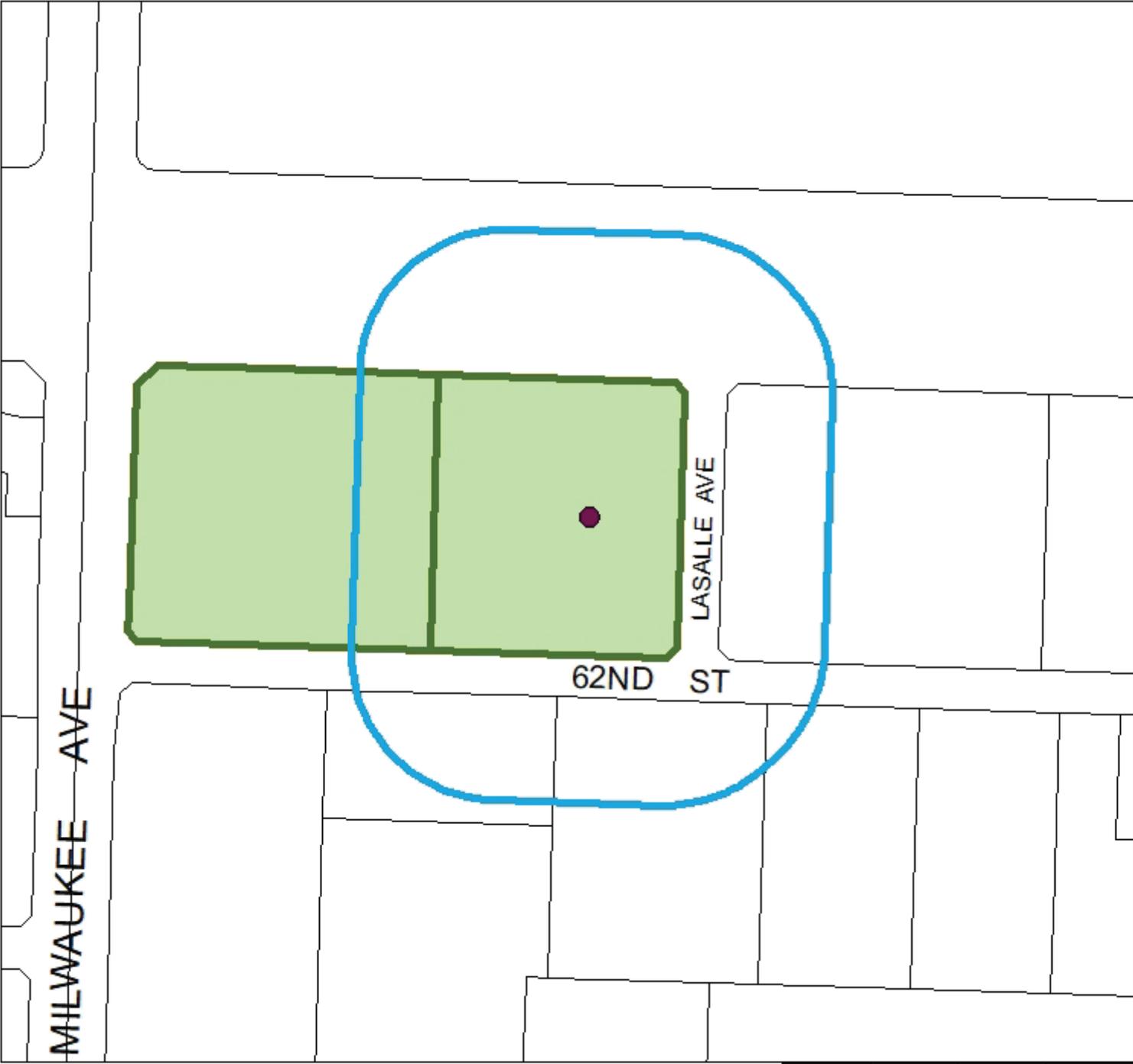


PZC Mailout Notifications Received



Legend

- LocatorPnt2909_E
- MailoutBuffer2909_E
- Notification Result**
 - In Favor
 - Opposed



0 125 250 500 Feet

Created by Planning Department
Date: 4/28/2021

Case Number 2909-E

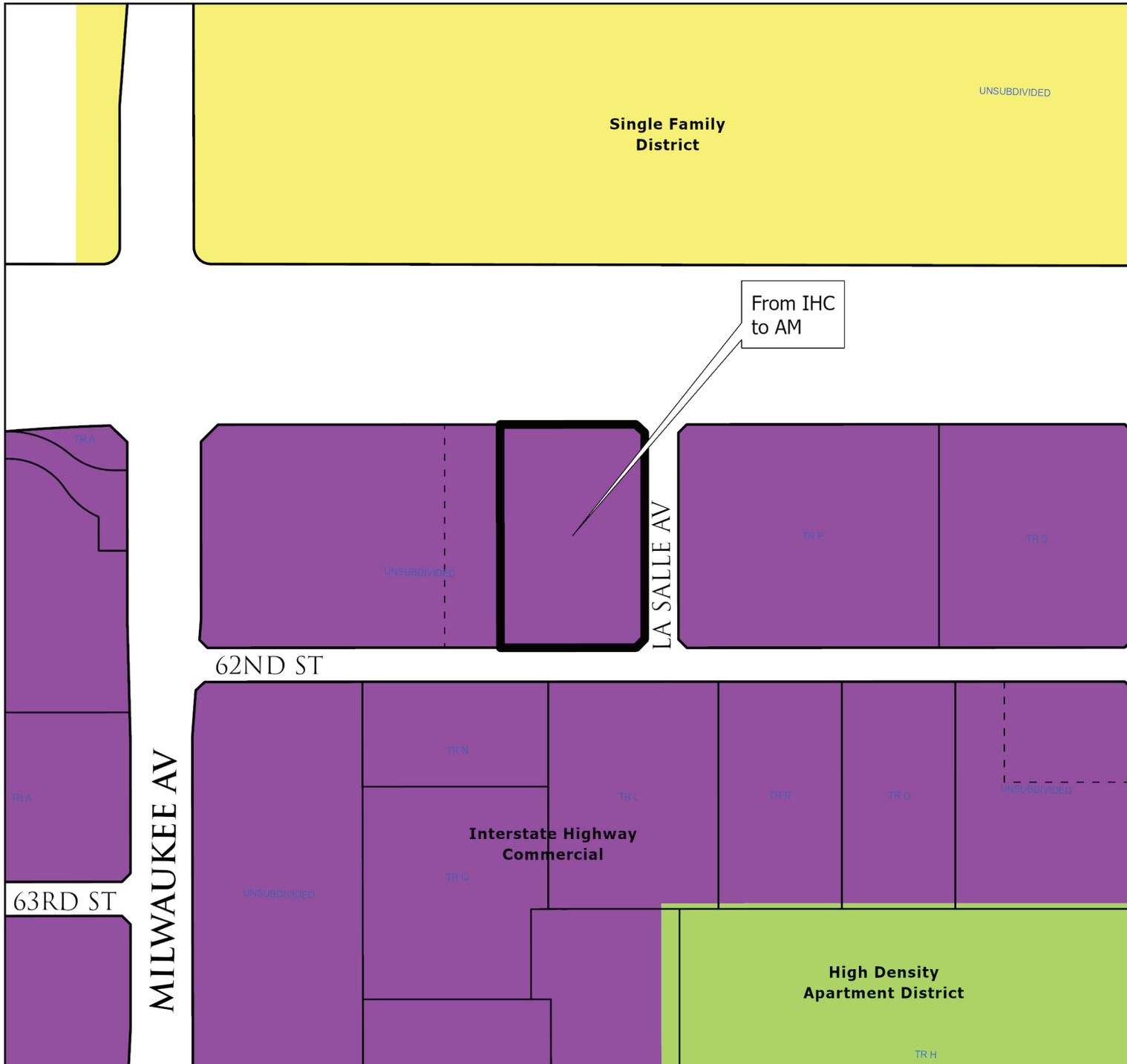


Current Zoning 2909-E



Zoning Districts

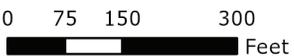
-  High Density Apartment
-  Interstate Highway Commercial
-  Single Family
Transitional



Future Land Use Plan 2909-E



- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



Zone Case 2909-E



View west. Subject Site.



View north.



View east.



View south.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

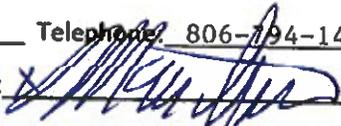
Project Information

Location or Address: 6401 Spur 327
 Lots/Tracts: CCFN: 2016031692
 Survey & Abstract: BLK AK SEC 36 AB 897 TR C1 OF S/P T OF TR 6 AC:3.174
 Metes and Bounds Attached: Yes No Total Acreage of Request: 2.289
 Existing Land Use: Vacant Existing Zoning: IHC
 Requested Zoning: AM
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (If different from owner)

Firm Name: Callaway Architecture
 Name: Scott Stone AIA
 Address: 1207 Hampshire Lane City: Richardson State: Texas
 ZIP Code: 75080 Telephone: 214-368-2525 Email: sstone@callawayarchitecture.com
 Applicant's Signature: 
 Date: 3.23.21 Printed Name: SCOTT STONE

Owner Information

Firm Name: S&S COMMERCIAL PROPERTIES, LTD.
 Owner: S&S COMMERCIAL PROPERTIES, LTD.
 Address: P.O. Box 64189 City: LUBBOCK State: TEXAS
 ZIP Code: 64189 Telephone: 806-794-1492 Email: mshipton@cmspropertiesinc.com
 Property Owner's Signature:  By its Gen. Partner: S&S Commercial Properties GP, LLC.
 Date: April 1, 2021 Printed Name: Marc Shipton, Managing Member of GP

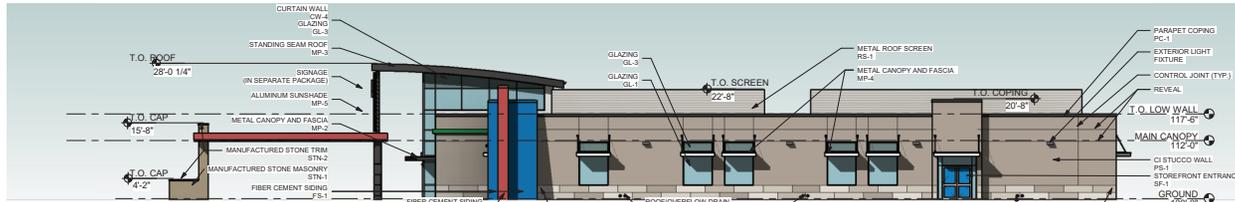
Preparer Information

Preparer's Signature: 
 Date: 03/30/2021 Printed Name: Jeremy Steen

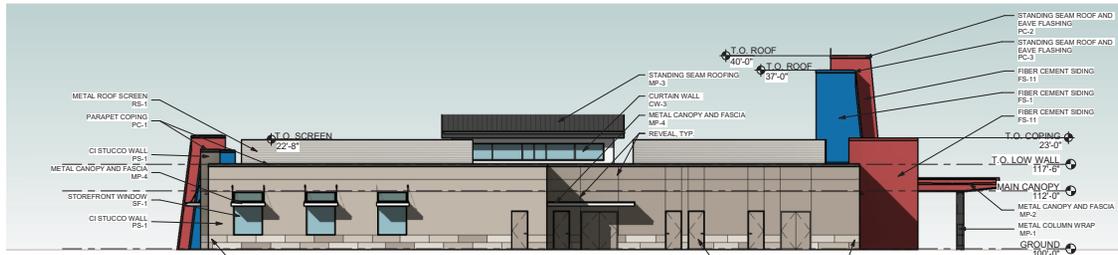
For City Use Only

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.



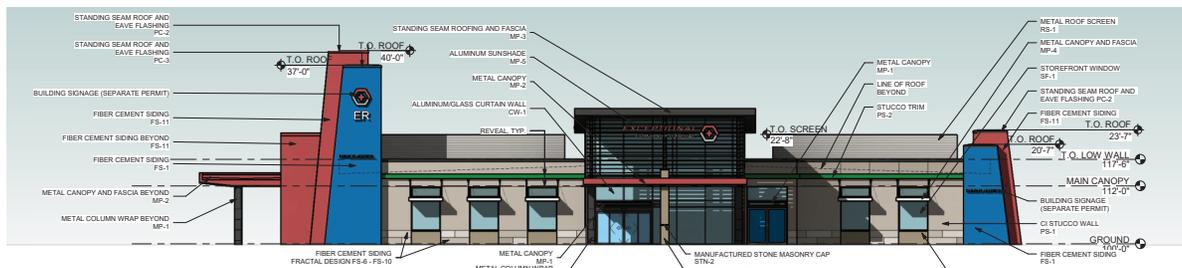
4 WEST ELEVATION
3/32" = 1'-0"



3 SOUTH ELEVATION
3/32" = 1'-0"



2 EAST ELEVATION
3/32" = 1'-0"



1 NORTH ELEVATION
3/32" = 1'-0"

ELEVATION FINISH SCHEDULE

MF-1	ALUMINUM COMPOSITE METAL WALL PANEL
MANUF.	ALUMINUM MATERIALS OR APPROVED SUBSTITUTION
COLOR	SSR DARK BRONZE ANODIZED
THICKNESS	4MM
MF-2	ALUMINUM COMPOSITE METAL WALL PANEL
MANUF.	ALUMINUM MATERIALS
COLOR	MATCH COLOR FS-11
THICKNESS	4MM
MF-3	STANDING SEAM ROOF
MANUF.	BERTRIDGE
TYPE	BERTRIDGE
MF-4	STANDING SEAM ROOF
MANUF.	BERTRIDGE
TYPE	BERTRIDGE
MF-5	EXTERIOR SUN CONTROL DEVICES
MANUF.	AVADIR
TYPE	SANTIVERED LOUVERS
COLOR	DARK BRONZE
FS-1	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW6699 - BLUE CHP
FS-2	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW7634 - PEDMENT
FS-3	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW7631 - CITY LOFT
FS-4	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW7403 - WORLDLY
FS-5	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW7044 - AMAZING
FS-10	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW7031 - MEGA GREIGE
FS-11	FIBER CEMENT SIDING
MANUF.	NICHIA
SERIES	ILLUMINATION
PROFILE	AWP-1818
THICKNESS	15MM
COLOR	CUSTOM MATCH - SW6600 - ENTICING RED
PL-1	PLASTER WITH ELASTOMERIC FINISH
MANUF.	BAF WALL SYSTEMS
SERIES	PLATINUM CI STUCCO PLUS
COLOR	CUSTOM MATCH - SW7031 - MEGA GREIGE
FINISH	FRIBLETEX
PL-2	PLASTER WITH ELASTOMERIC FINISH
MANUF.	BAF WALL SYSTEMS
SERIES	PLATINUM CI STUCCO PLUS
COLOR	CUSTOM MATCH - ARCHITECT TO SELECT
FINISH	FRIBLETEX
ST-1	STOREFRONT
MANUF.	KAWNEER OR APPROVED SUBSTITUTION
TYPE	TRAF-801
COLOR	MATCH COLOR MP-1
ST-2	STOREFRONT
MANUF.	KAWNEER OR APPROVED SUBSTITUTION
SERIES	160 WALL SYSTEM 2 MODIFIED
COLOR	MATCH COLOR MP-1
PC-1	PARAPET CORNING CAP
MANUF.	BERTRIDGE OR APPROVED SUBSTITUTION
COLOR	MATCH COLOR MP-1
PC-2	PARAPET CORNING CAP
MANUF.	BERTRIDGE OR APPROVED SUBSTITUTION
COLOR	MATCH COLOR FS-1
PC-3	PARAPET CORNING CAP
MANUF.	BERTRIDGE OR APPROVED SUBSTITUTION
COLOR	MATCH COLOR FS-1
MB-1	MASONRY BLOCK WALL
MANUF.	TRENTON IN OLECASTLE
COLOR	INTEGRAL COLOR - GROUP 1
TEXTURE	ARCHITECT TO SELECT FROM STANDARD
GL-1	GLAZING
MANUF.	PPG OR APPROVED SUBSTITUTION
DEPTH	1"
TYPE	INSULATED
GL-2	GLAZING
MANUF.	PPG
DEPTH	1"
TYPE	INSULATED AND TEMPERED
GL-3	GLAZING
MANUF.	PPG
DEPTH	1"
TYPE	SPANDREL
RS-1	ROOF SCREEN
MANUF.	BERTRIDGE OR APPROVED SUBSTITUTION
TYPE	ANGLED LOUVER 10
COLOR	ARCHITECT TO SELECT FROM STANDARD
STN-1	MANUFACTURED STONE MASONRY
MANUF.	LOGGERS
COLOR	ARCHITECT TO SELECT FROM STANDARD
STN-2	MANUFACTURED STONE MASONRY
MANUF.	CONRAD
COLOR	ARCHITECT TO SELECT FROM STANDARD

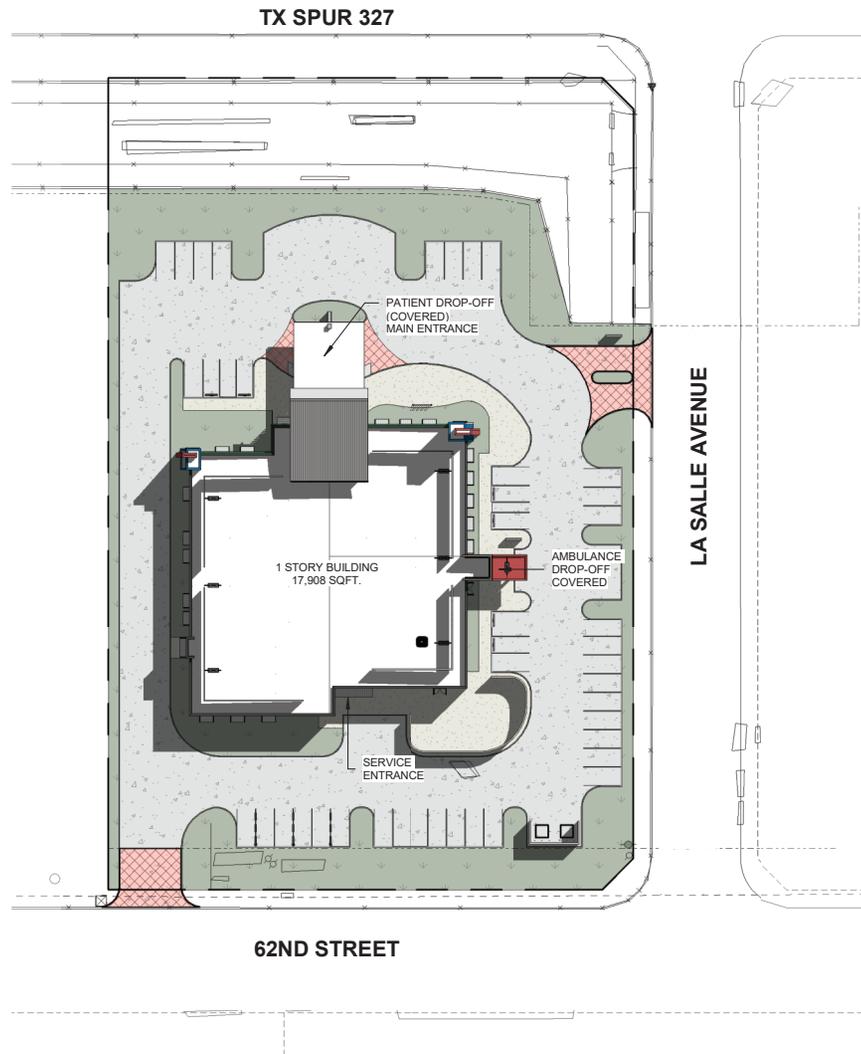


**MINI HOSPITAL
LUBBOCK, TEXAS**

MAY 6, 2021



1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
214.368.2325
callawayarchitecture.com



**MINI HOSPITAL
LUBBOCK, TEXAS**

MAY 6, 2021



1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
214.368.2325
callawayarchitecture.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the

zone change requested by: P&Z Case No.: **2909-E**

In Favor

Opposed

Reasons and/or Comments:

very good use

Print Name *Marc A Shipton*

Signature: *Marc A Shipton*

Address: *P.O. 64189*

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **2909-E**
S&S COMMERCIAL PROPERTIES LTD
PO BOX 64189

R325738

Recipient 2 of 6

LUBBOCK

TX 79464



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.: **2909-E**

In Favor

Opposed

Reasons and/or Comments:

Very good use

Print Name Maic Shipton

Signature: *Maic Shipton*

Address: P.O. 64189

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **2909-E**

R329080

Recipient 6 of 6

S & S COMMERCIAL PROPERTIES

PO BOX 64189

LUBBOCK

TX 79464-4189





Regular City Council Meeting

8. 3.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0065, for Zone Case 2984-M, a request of Centerline Engineering & Consulting, LLC, for 34th & Upland Affordable Storage, Inc. and 87th Street Partners, LLC, for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38.

Item Summary

During the May, 25, 2021 City Council meeting, the thoroughfare types listed in the Staff Report for this item were questioned. Staff researched the concern, and identified inconsistencies within the data fields included in the GIS version of the Master Thoroughfare Plan map. These items are being corrected by the City of Lubbock GIS Department, and the Staff Report has been updated to identify the correct thoroughfare types.

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2984-M Ordinance
2984-M Staff Report
2984-M Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2984-M; A ZONING CHANGE FROM IHC AND C-3 TO C-3 SPECIFIC USE FOR A SELF-STORAGE FACILITY AND R-2, AT 7115 AND 7105 34TH STREET, LOCATED SOUTH OF 34TH STREET AND EAST OF UPLAND AVENUE, ON 19.74 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2984-M

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC and C-3** to **C-3 Specific Use for a Self-Storage Facility and R-2** zoning district at **7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38**, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC and C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2984-M
May 6, 2021

C-3 Specific Use

(Self Storage)

Description

BEING a 4.5 acres out of a 20.5 acre tract described in Volume 10361, Page 115, Official Public Records, Lubbock, Texas, located in Section 38, Block AK, G.C. S.F. Railroad Co Survey, Lubbock County, Texas, and being further described by metes and bounds as follows;

COMMENCING at a point being the Northwest Corner of said Section 38 and being the same as Northwest Corner of said 20.5 acre tract;

THENCE South $88^{\circ}11'18''$ East a distance of 85.00 feet along the north line of said Section 38, and South $1^{\circ}52'11''$ West a distance of 54.97 feet to the POINT OF BEGINNING;

THENCE South $88^{\circ}11'11''$ East a distance of 519.87 feet to a point for this tract;

THENCE South $1^{\circ}48'27''$ West a distance of 357.52 feet to a point for this tract;

THENCE North $88^{\circ}10'54''$ West a distance of 550.26 feet to a point for this tract;

THENCE North $1^{\circ}52'11''$ East a distance of 327.48 feet to a point for this tract;

THENCE North $46^{\circ}50'30''$ a distance of 42.45 feet to the POINT OF BEGINNING and containing within these calls a calculated area of 4.5 acres more or less.

R-2

Description

BEING a 13.26 acres out of a 20.5 acre tract described in Volume 10361, Page 115, Official Public Records, Lubbock, Texas, located in Section 38, Block AK, G.C. S.F. Railroad Co Survey, Lubbock County, Texas, and being further described be metes and bounds as follows;

COMMENCING at a point being the Northwest Corner of said Section 38 and being the same as Northwest Corner of said 20.5 acre tract;

THENCE South $88^{\circ}11'18''$ East a distance of 604.81 feet along the north line of said Section 38, and South $1^{\circ}48'27''$ West a distance of 54.99 feet to the POINT OF BEGINNING;

THENCE South $88^{\circ}11'33''$ East a distance 282.00 feet to a point for this tract;

THENCE South $1^{\circ}48'27''$ West a distance of 712.74 feet to a point for this tract;

THENCE South $46^{\circ}45'46''$ West a distance 14.09 feet to a point for this tract;

THENCE North $88^{\circ}11'34''$ West a distance of 548.32 feet to a point for this tract;

THENCE South $1^{\circ}48'27''$ West a distance of 674.22 feet to a point for this tract;

THENCE North $70^{\circ}20'55''$ West a distance 288.91 feet to a point for this tract;

THENCE North $1^{\circ}52'11''$ East a distance of 950.99 feet to a point for this tract;

THENCE South $88^{\circ}10'54''$ East a distance of 550.26 feet to a point for this tract;

THENCE North $1^{\circ}48'27''$ East a distance of 357.52 feet to the POINT OF BEGINNING and containing within these calls a calculated area of 13.26 acres more or less.

Staff Report		Zone Case 2984-M
City Council Meeting		May 25, 2021

Applicant Centerline Engineering & Consulting LLC

Property Owner 34th & Upland Affordable Storage Inc. and 87th Street Partners LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: The north half of this property was annexed through Ordinance No. 8660 and zoned Transition (T).
- October 10, 1985, Zone Case 2538: The north half of this property was rezoned from T to Single-Family District (R-1).
- January 14, 1999: The south half of this property was annexed through Ordinance No. 10117 and zoned T.
- November 6, 2003, Zone Case 2984: A portion of the north half of this property was rezoned from R-1 to General Retail District (C-3).
- August 16, 2004, Zone Case 2984-A: The south half of this property was rezoned from T to Interstate Highway Commercial (IHC).
- January 22, 2019, Zone Case 3365: A portion of the north half of this property was rezoned from R-1 to C-3 Specific Use for mini-warehouses.
- May 6, 2021, Zone Case 2984-M: The Planning and Zoning Commission recommended approval of a zone change to C-3 with a Specific Use for a Self-Storage Facility and Two-Family District (R-2) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 75
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 1984 and 1999, and has remained vacant and unsubdivided.

Adjacent Property Development

The properties to the north are zoned R-1 with a Specific Use for Residential Estates and have been developed with homes. The properties to the east are zoned R-1 with a Specific Use for reduced setbacks and have been developed with single-family homes. The properties to the south are zoned Family Apartment District (A-1), R-1 Specific Use for reduced setbacks, and Industrial Park (IDP). The properties to the west are zoned R-1, T, and C-3 and have been developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7115 and 7105 34th Street and is located south of 34th Street and east of Upland Avenue. The applicant requests to rezone the subject property from C-3 to C-3 with a Specific Use for a Self-Storage Facility and Two-Family District (R-2).

Current zoning: **General Retail District (C-3) and Interstate Highway Commercial (IHC)**

Requested zoning: **General Retail District (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2).**

Intent Statements

The intent of the current and proposed C-3 zoning is “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the current IHC zoning is “...to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.”

The intent of the proposed R-2 zoning is “...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a “buffer” district between low-density and high-density or non-residential districts.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along 34th Street and Upland Avenue, both of which are designated as Principal Arterials (Modified) by the Master Thoroughfare Plan, 2018. Principal Arterial (Modified) roads are designed for a higher intensity of traffic. The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property

The proposed zoning 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 principles outlined in the Comprehensive Plan designate this area for “Commercial/Light Retail”. The level of intensity for a self-storage facility is appropriate for this area, and C-3 conforms to the Comprehensive Plan principles and Future Land Use Plan. The surrounding properties are designated low-density residential, and R-2 would be compatible adjacent to those properties.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance. The R-2 zoning is appropriate adjacent to other residential uses that are already established and the Specific Use for a Self-Storage Facility will provide a buffer between the residential uses and adjacent thoroughfares.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-2 zoning district, or for the Self-Storage Facility.

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 documents
- I. Notification Response Letters

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [General Retail District \(C-3\)](#) and [Two-Family District \(R-2\)](#)

Transportation: The proposed development has points of access from 34th Street and Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34 th Street <i>Minor Arterial Modified, Partial</i>	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Upland Avenue <i>Minor Arterial Modified, Partial</i>	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.4 **Case 2984-M:** Centerline Engineering & Consulting LLC for 34th & Upland Affordable Storage Inc. and 87th Street Partners LLC

Request for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to C-3 with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at:

- 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38.

PLANNER JACOB HAWKINS stated there were seventy-five (75) notifications sent out, with zero (0) returned in favor and one (1) returned opposed with no additional comments. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

APPLICANT PHILLIP TRUONG Centerline Engineering 8312 Upland advised they are wanting to develop a residential area on the R-2 parcel, which is adjacent to the already existing residential property, and construct a self-storage facility on the hard corner, where they are requesting C-3 Specific Use.

Public Hearing

No one spoke in favor or in opposition to the request.

Zone Case 2984-M

In the matter of **Zone Case 2984-M** a motion was made by **JORDAN WHEATLEY** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 2984-M



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop

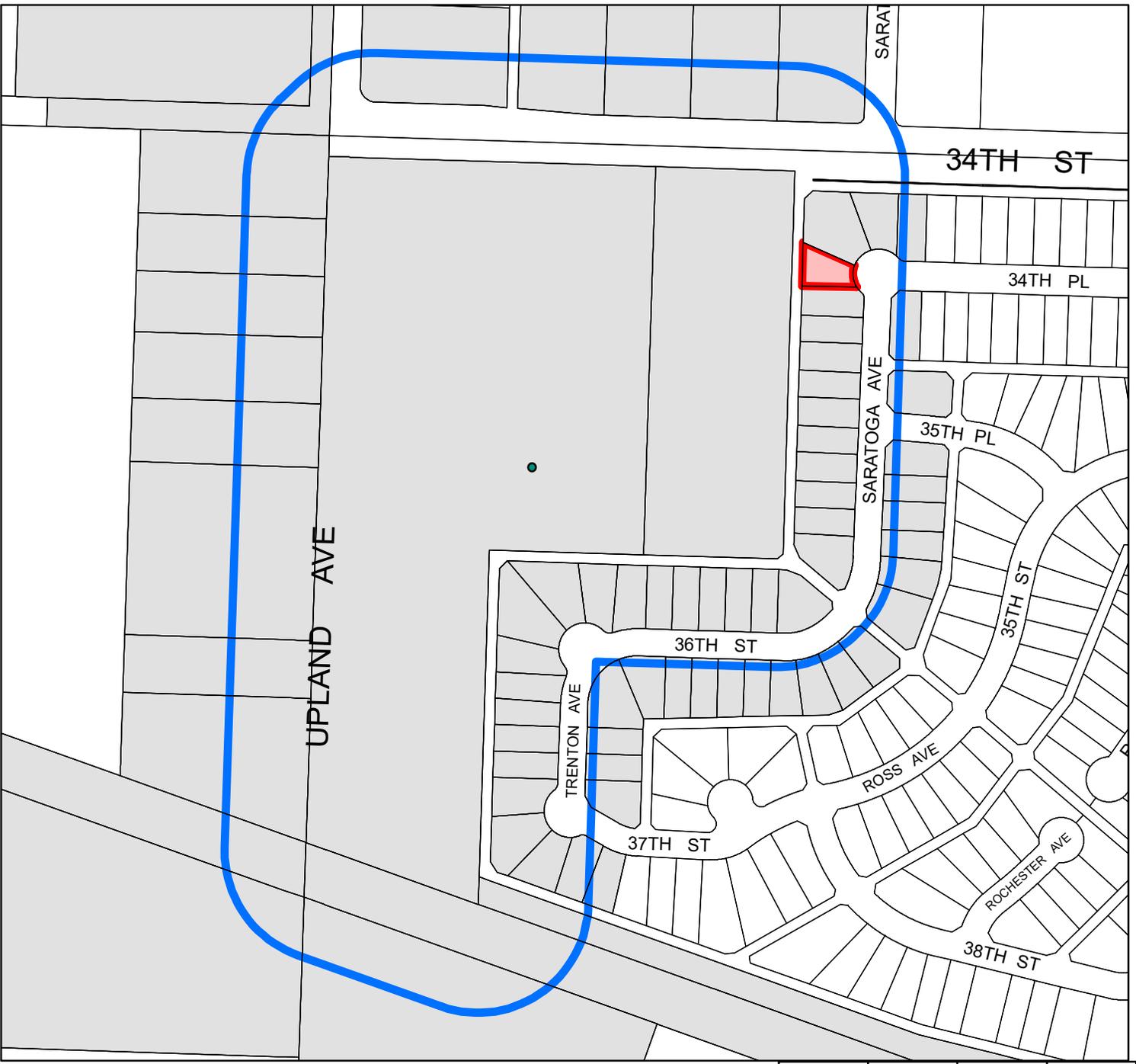


PZC Mailout Notifications Received



Legend

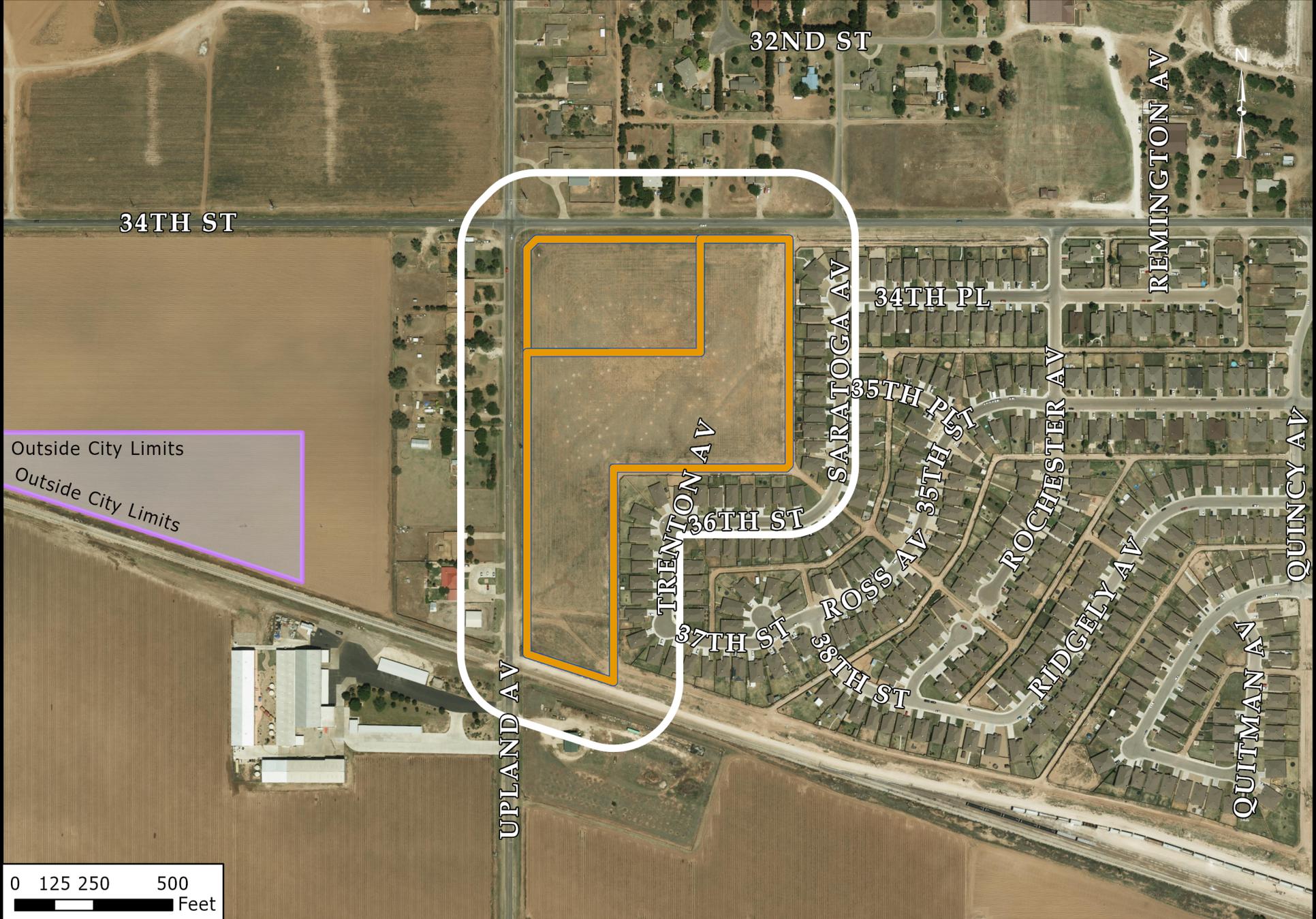
-  Mailout Buffer 2984-M
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed



Created by Planning Department
Date: 5/6/2021

0 170 340 680 Feet

Case Number 2984-M



34TH ST

32ND ST

REMINGTON AV

34TH PL

35TH PL

TRENTON AV

36TH ST

SARATOGA AV

35TH PL

ROSS AV

35TH ST

ROCHESTER AV

37TH ST

38TH ST

RIDGELY AV

UPLAND AV

QUITMAN AV

QUINNCY AV

Outside City Limits

Outside City Limits

0 125 250 500 Feet

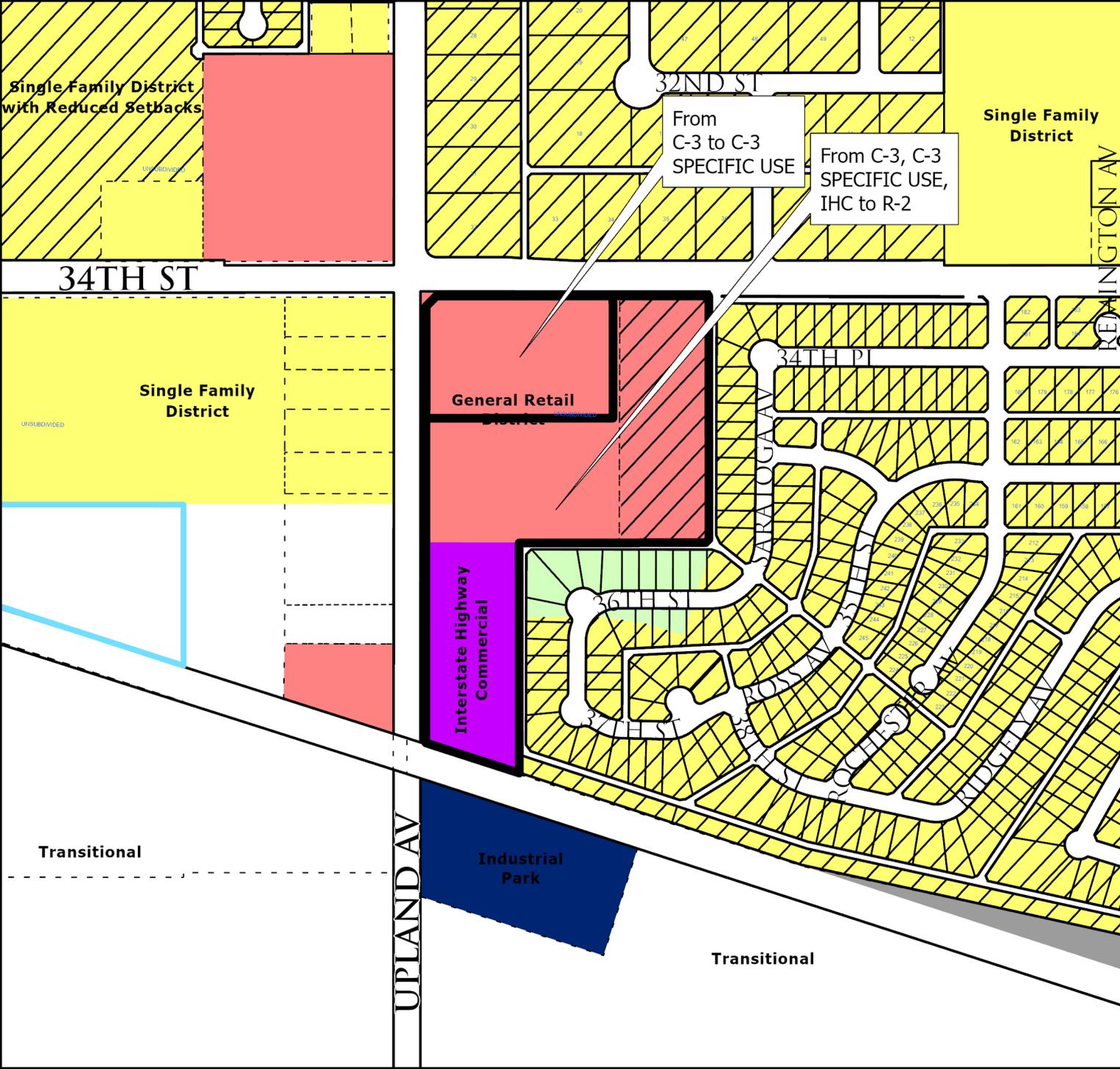
Current Zoning

2984-M



Zoning Districts

- Family Apartment
- General Retail
- General Retail Specific Use
- Industrial Park
- Interstate Highway Commercial
- Heavy Manufacturing
- Single Family
- Single Family Specific Use
- Single Family with Reduced Setbacks
- Transitional



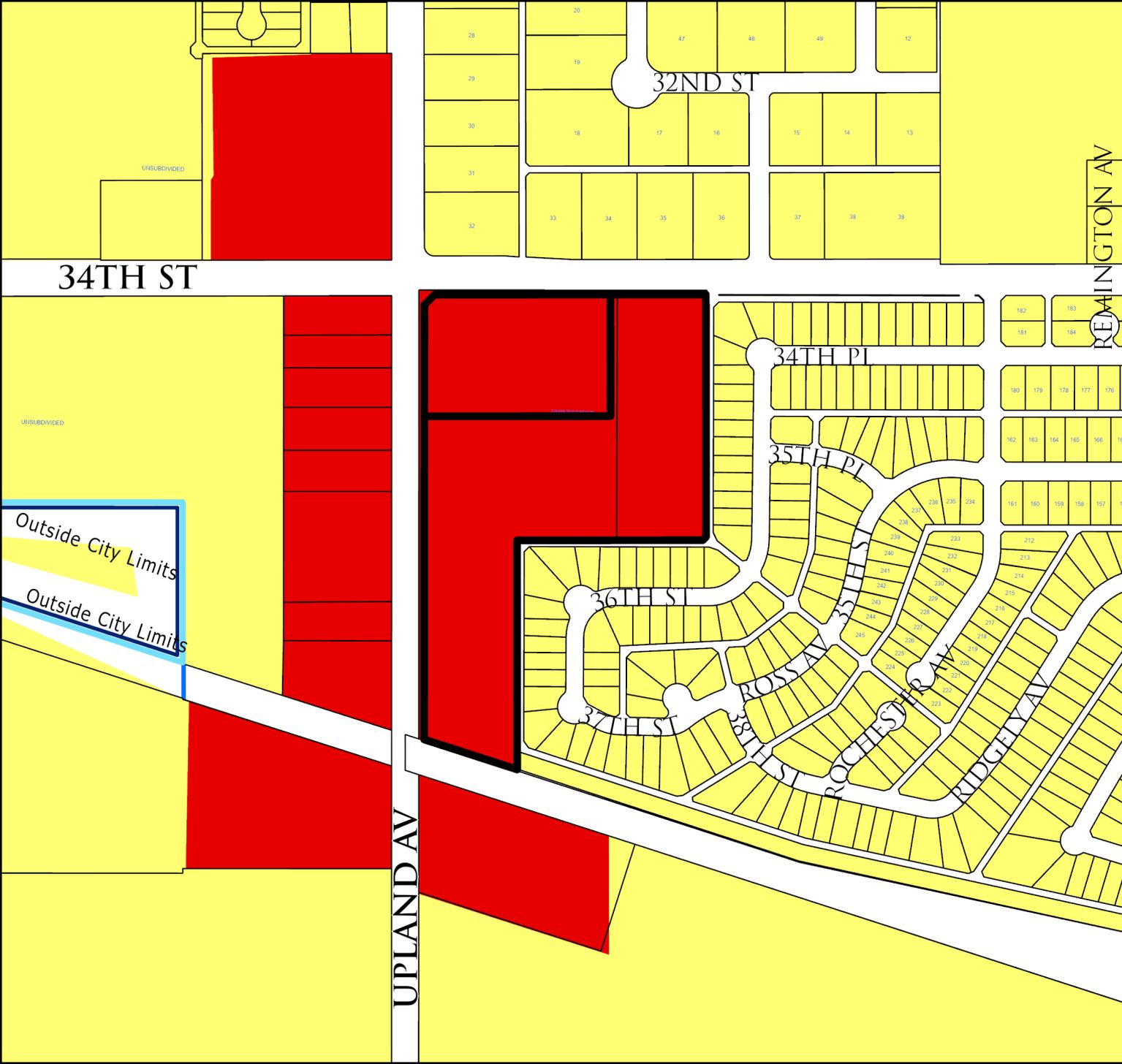
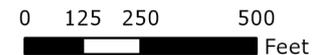
From C-3 to C-3 SPECIFIC USE

From C-3, C-3 SPECIFIC USE, IHC to R-2

Future Land Use Plan 2984-M



- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



2984-M



View of subject property. View south.



View of adjacent property. View east.



View of adjacent property. View north.



View of adjacent property. View west.



Lubbock Planning Department
 PO Box 2000 / 1314 Avenue K
 Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SE Corner of Upland Ave. & 34th Street (Proposed West Milwaukee Ridge Addition)
 Lots/Tracts: Tract A, Lots 1 thru 70
 Survey & Abstract: Section 38, Block AK, GC&SF RR CO Survey, Abstract 689
 Metes and Bounds Attached: Yes No Total Acreage of Request: 19.74
 Existing Land Use: Vacant Existing Zoning: IHC & C-3
 Requested Zoning: C-3 Specific Use - Self Storage (Tract A) & R-2 (Lots 1 thru 70)
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: Centerline Engineering & Consulting LLC
 Name: Phillip Truong
 Address: 8312 Upland Ave City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-470-8686 Email: ptruong@centerlineengineering.net
 Applicant's Signature: *Phillip Truong*
 Date: 3/31/2021 Printed Name: Phillip Truong

Owner Information

Firm Name: _____
 Owner: 34th & Upland Affordable Storage INC / 87th Street Partners LLC
 Address: 3110 Frankford Ave / 6305 82nd St City: Lubbock State: TX
 ZIP Code: 79407 / 79424 Telephone: 806-789-6087 / 806-797-9494 Email: postarmicheal@gmail.com / Rickb@betenbough.com
 Property Owner's Signature: *Micheal Postar* *Rick Betenbough*
 Date: 3/31/2021 Printed Name: Micheal Postar / Rick Betenbough

Preparer Information

Preparer's Signature: *Phillip Truong*
 Date: 3/31/2021 Printed Name: Phillip Truong

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

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.: **2984-M**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Albert Castro
Signature: Albert Castro
Address: 3402 Saratoga Ave
Address of Property Owned: same
Phone Number: 806-239-4485
Email: castroalbert80@yahoo.com

Zone Case Number: **2984-M**

R328022

Recipient 44 of 75

CASTRO, ALBERT
3402 SARATOGA AVE

LUBBOCK

TX 79407



Regular City Council Meeting

8. 4.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0066, for Zone Case 2985-C, a request of Seventeen Services, LLC for Edge Construction, for a zone change from Garden Office (GO) to Apartment Medical (AM) at 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2985-C Ordinance
2985-C Staff Report
2985-C Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2985-C; A ZONING CHANGE FROM GO TO AM ZONING DISTRICT AT 5614 114TH STREET, LOCATED EAST OF ELKHART AVENUE AND NORTH OF 114TH STREET, 114TH & ELKHART OFFICE PARK ADDITION, TRACT A, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2985-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **AM** zoning district at **5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2985-C
May 6, 2021

development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of the adjacent uses.”

The intent of the current GO zoning is “...provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses. When proposed garden office development is adjacent to any residentially zoned property, design standards and site planning shall provide for maximum compatibility with the adjacent residential zoning districts.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along 114th Street, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Minor Arterials serve high volume needs of local traffic and regional traffic and are more than capable of supporting the level of traffic that AM zoning generates.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use for the subject property is a daycare facility which is compatible with surrounding GO and R-1 zoning.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Low Intensity Office” and notes that land uses in these areas can take numerous forms depending on context. The AM zoning is consistent with the Low Intensity Office designation.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and garden office uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the AM zoning district.

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 Documents

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107

ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109

ksager@mylubbock.us

Allowable Uses: [Apartment-Medical \(AM\)](#)

Transportation: The proposed development has points of access from 114th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114 th Street <i>Minor Arterial, Partial</i>	R.O.W. 110 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.5 **Case 2985-C:** Seventeen Services LLC for Edge Construction

Request for a zone change to Apartment Medical (AM) from Garden Office (GO) at:

- 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A.

PLANNER ASHLEY VASQUEZ stated that were eighteen (18) notifications sent out, with zero (0) returned. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

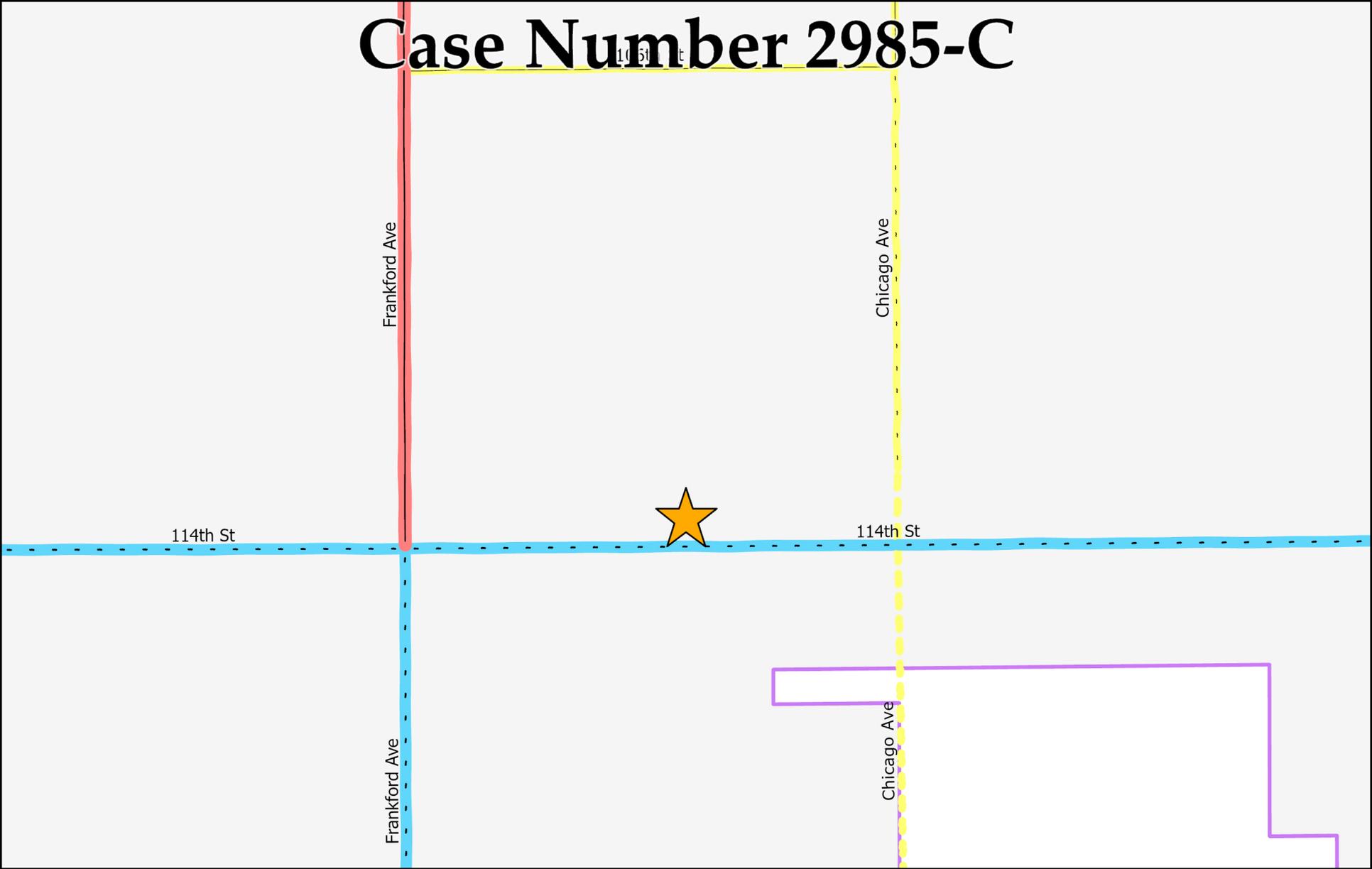
APPLICANT ETHAN MORRISON with Seventeen Services, 1500 Broadway, Suite 203, advised he did not have anything else to add, but was available for questions.

Public Hearing

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2985-C** a motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

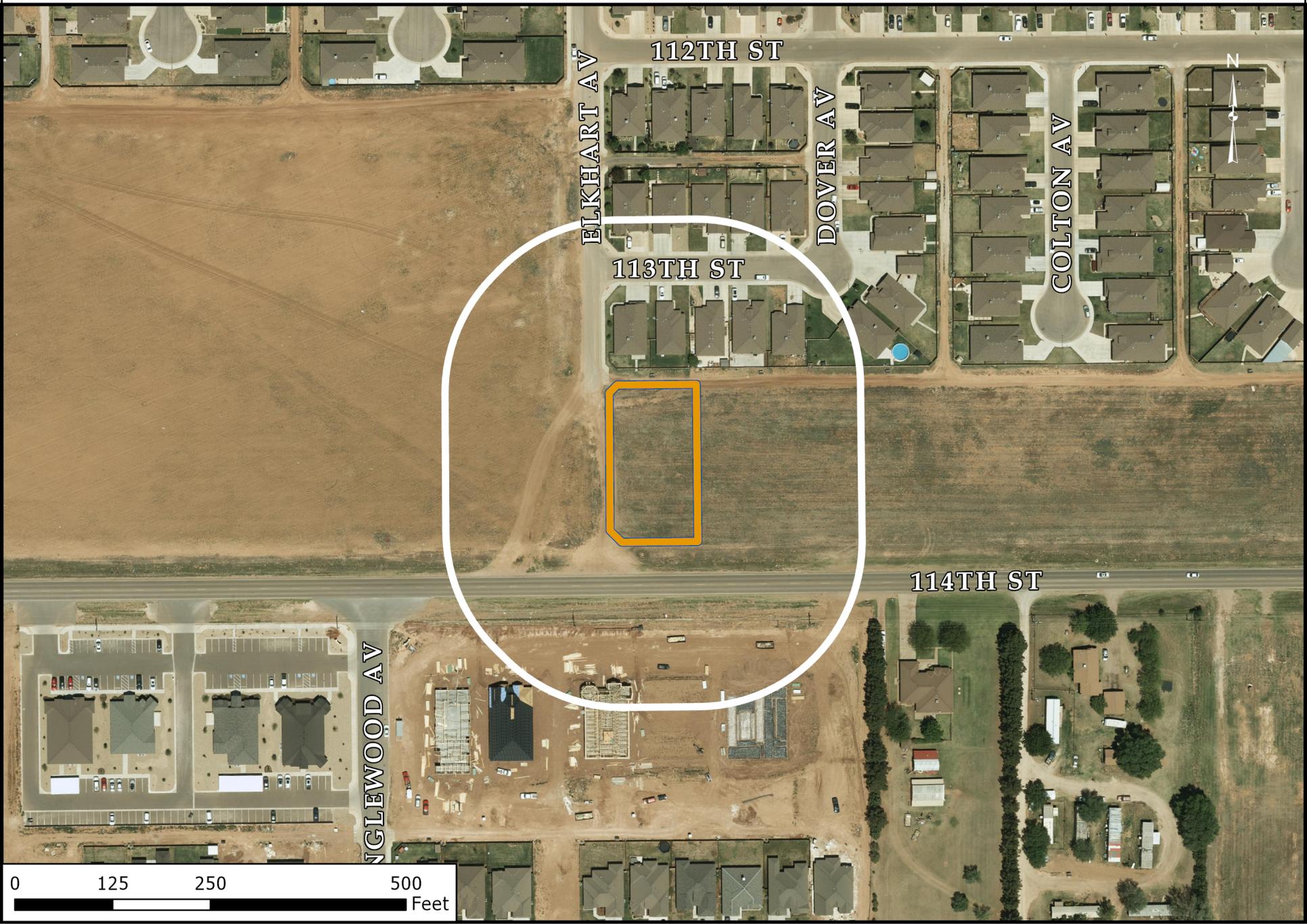
Case Number 2985-C



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



Case Number 2985-C



ELKHART AV

112TH ST

113TH ST

DOVER AV

COLTON AV

114TH ST

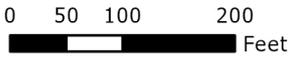
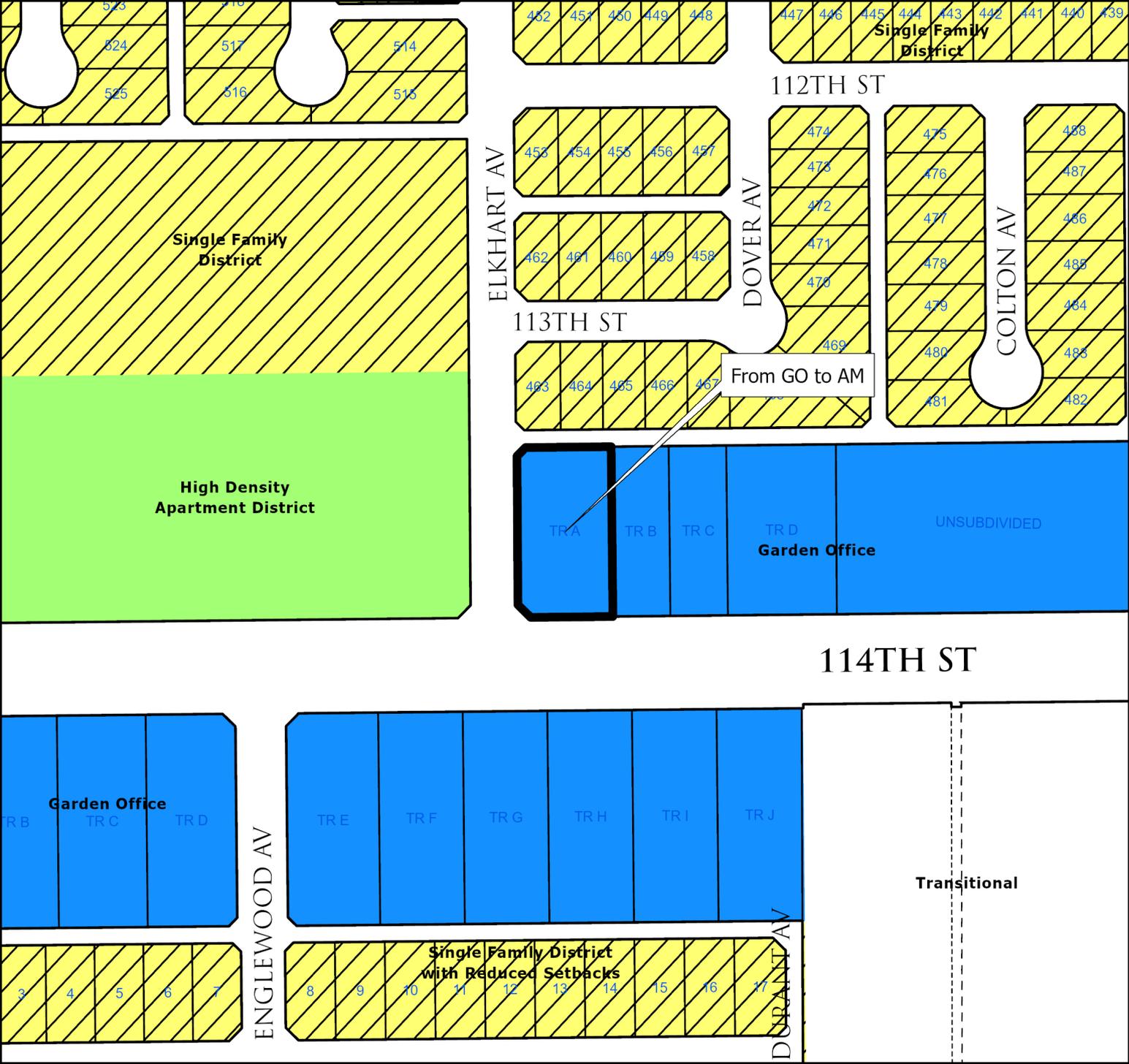
NGLEWOOD AV

0 125 250 500 Feet

Current Zoning 2985-C



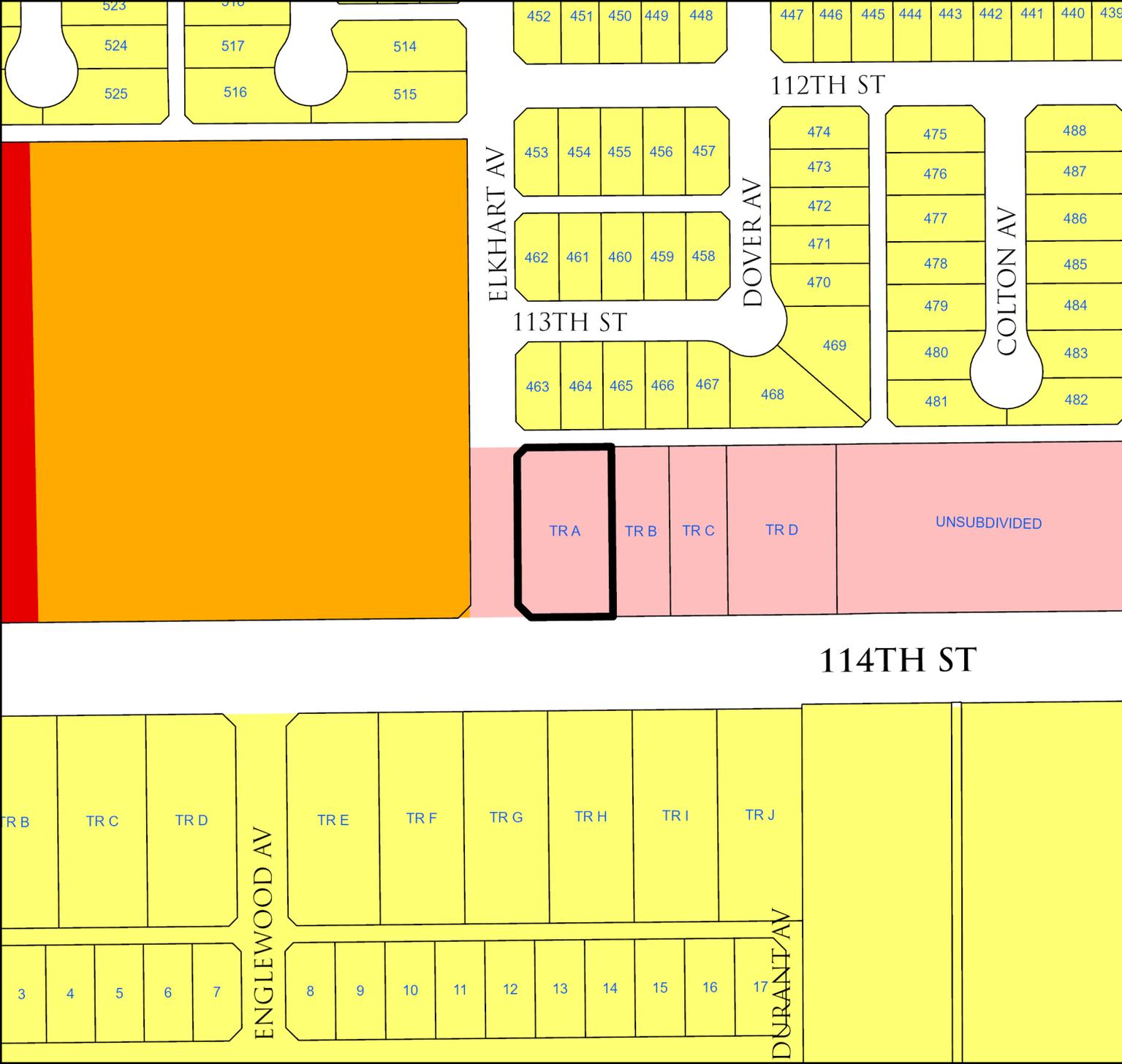
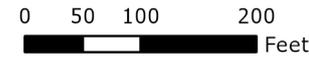
- Zoning Districts**
- High Density Apartment
 - Garden Office
 - Single Family Specific Use
 - Single Family with Reduced Setbacks
 - Transitional



Future Land Use Plan 2985-C



- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



2985-C



Subject property view to the east.



View to the north.



View to the west.



View to the south across 114th Street.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 114th & Elkhart
Lots/Tracts: 114th & Elkhart Office Park Addition - Tract 'A'
Survey & Abstract:
Metes and Bounds Attached: Yes [] No [x] Total Acreage of Request: 509 Acres
Existing Land Use: N/A Existing Zoning: GO - Garden Office
Requested Zoning: AM - Apartment Medical District
If property is not subdivided, will a preliminary plat be submitted? Yes [] No [] N/A

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC
Name: Tyler Gentry
Address: 1500 Broadway, Ste 203 City: Lubbock State: TX
ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com
Applicant's Signature: [Signature]
Date: 03/24/21 Printed Name: Tyler Gentry

Owner Information

Firm Name: Edge Construction
Owner: Roger Billingsley
Address: 10210 Frankford Ave., Suite 110 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-687-0033 Email: RogerB@edgeconceptsonline.com
Property Owner's Signature: [Signature]
Date: 3-24-21 Printed Name: Roger Billingsley

Preparer Information

Preparer's Signature: [Signature]
Date: 03/24/21 Printed Name: Tyler Gentry

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.



Regular City Council Meeting

8. 5.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0067, for Zone Case 3050-G, a request of AMD Engineering, LLC for Lubbock Land Investments IV, LP, for a zone change from Single Family District (R-1) Specific Use to Two-Family District (R-2), generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a vote of 4-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3050-G Ordinance
3050-G Staff Report
3050-G Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3050-G; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-2 ZONING DISTRICT GENERALLY LOCATED NORTH OF 123RD STREET AND WEST OF MEMPHIS AVENUE, ON 4.50 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 22, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3050-G

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-2** zoning district **generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3050-G
May 6, 2021



Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 4.50 acre (196,055 SF) tract of land located in Section 22, Block E-2, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 41°45'06" E approximately 1465.10 feet from the southwesternmost corner of the recorded plat for Lots 1-40, Hatton Place, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 88°10'50" E an approximate distance of 894.06 feet;

THENCE S 43°11'07" E an approximate distance of 21.21 feet;

THENCE S 01°48'37" W an approximate distance of 90.00 feet;

THENCE S 46°48'53" W an approximate distance of 14.14 feet;

THENCE N 88°10'50" W an approximate distance of 302.59 feet;

THENCE S 01°49'10" W an approximate distance of 125.00 feet;

THENCE S 46°49'10" W an approximate distance of 14.14 feet;

THENCE N 88°10'50" W an approximate distance of 113.13 feet;

THENCE southwesterly, along a curve to the left, and arc distance of 167.07 feet, said curve having a radius of 532.51 feet, delta angle of 72°01'28", a chord distance of 166.38 feet, and a chord bearing of S 85°24'22" W, to a point of reverse curvature;

THENCE southwesterly, along a curve to the left, and arc distance of 80.64 feet, said curve having a radius of 300.00 feet, delta angle of 74°35'57", a chord distance of 80.40 feet, and a chord bearing of S 84°07'08" W, to a point of tangency;

THENCE N 88°10'50" W an approximate distance of 48.86 feet;

THENCE N 43°12'02" W an approximate distance of 21.21 feet;

THENCE N 88°12'02" W an approximate distance of 56.00 feet;

THENCE S 46°47'58" W an approximate distance of 21.21 feet;

THENCE N 88°12'02" W an approximate distance of 93.50 feet;

THENCE N 43°12'02" W an approximate distance of 14.14 feet;

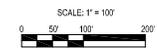
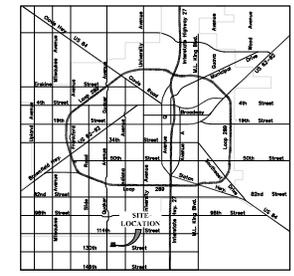
THENCE N 01°47'58" E an approximate distance of 259.36 feet;

THENCE N 46°47'58" E an approximate distance of 14.14 feet to the Point of Beginning and containing approximately 4.50 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Brooke Heights II, LTD.
March 31, 2021

**ZONE CHANGE APPLICATION
EXHIBIT**
to the City of Lubbock,
Lubbock County, Texas



AMD CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC Phone: 806-771-5076
6515 68th Street, Suite 300 Fax: 806-771-7625
Lubbock, TX 79424 TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

Staff Report	Zone Case 3050-G
City Council Meeting	May 25, 2021

Applicant AMD Engineering, LLC

Property Owner Brooke Heights II, LTD

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- June 23, 2005: This property was annexed through Ordinance No. 2005-00067 and zoned Transition (T).
- November 10, 2005, zone case 3050: This property was rezoned from Transition (T) to Single-Family District (R-1) with a Specific Use for reduced setbacks through Ordinance No. 2005-00128.
- May 6, 2021 Zone Case 3050-G: The Planning and Zoning Commission recommended approval of a zone change to Two-Family District (R-2) from Single-Family District (R-1) with a Specific Use for reduced setbacks by a vote of 4-1-0.

Notification Summary

- Notifications Sent: 13
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 2005 and has since remained undeveloped and unplatted.

Adjacent Property Development

The properties to the east, south and west are zoned Single-Family District (R-1) with a Specific Use for reduced setbacks and are partially developed with single family homes. The property to the north is vacant, but was recently rezoned to High-Density Apartment District (A-2) and Garden Office (GO).

Zoning Request and Analysis

Item Summary

The subject property is located south of 122nd Street and west of Memphis Avenue. The applicant requests to rezone 4.50 acres of unplatted land out of Block E2, Section 22, with the intent to construct townhomes.

Current zoning: Single-Family District (R-1) with a Specific Use for reduced setbacks

Requested zoning: Two-Family District (R-2)

Intent Statements

The intent of the proposed R-2 zoning is, "...to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

The intent of the current R-1 zoning is “...to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a “quality environment” for the residents of the district and city.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location will be along 122nd Street, which is designated as a proposed Collector street, and Memphis Avenue, which is designated as a proposed Collector street by the Master Thoroughfare Plan, 2018. This type of road allows for an efficient and highly connected means of transportation by limiting trip lengths throughout the City and providing multiple route options for roadway users. Depending on the number of units being proposed and the need for fire hydrants, a significant water line extension may be required.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for the development for townhomes.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designates this area for “Low Density Residential” land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for R-2 is appropriate for this area. The Future Land Use Plan designates all surrounding properties as Low Density Residential. The Comprehensive Plan and Future Land Use Plan anticipates that additional areas for Medium Density residential land uses could be developed in the future.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-2 zoning district.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and Supporting Documentation
- I. Notification Response Letters

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107

ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109

ksager@mylubbock.us

Allowable Uses: [Two-Family District \(R-2\)](#)

Transportation: The proposed development has points of access from 122nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122 nd Street <i>Collector, Partial</i>	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, four-lane, undivided, paved

Engineering Comments: Water is very limited in this area with 4 and 6-inch mains. Depending on the number of units and the need for fire hydrants, a significant water extension may be required to serve this area for this use.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.6 **Case 3050-G:** AMD Engineering, LLC for Brooke Heights II, LTD

Request for a zone change to Two-Family District (R-2) from Single Family District (R-1) Specific Use at:

- Generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22.

PLANNER ASHLEY VASQUEZ stated there were thirteen (13) notifications sent out, with one (1) returned in favor and one (1) returned in opposition. There was also two letters received from outside of the notification area. The concerns are that new residents will use the park without paying HOA fees, along with drainage and safety issues. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

BOARDMEMBER SUSAN TOMLINSON asked if staff could point out the park in the aerial photo. Mrs. Kristen Sager deferred to the applicant.

CHAIR ZACH SAWYER stated that concerns regarding drainage and use of the park are outside of the Commission’s purview.

ASSISTANT CITY ATTORNEY KELLI LEISURE stated that is correct it is not part of the zone change request.

BOARDMEMBER DAN WILSON stated it is a common concern for residents, as most people believe all parks are City owned. This would need to be addressed by the builders or developers if it is an issue.

APPLICANT WESTIN MCCOWEN AMD Engineering 6515 68th Street stated that he did not have anything else to add. He answered the questions regarding the park and advised the development would be townhomes.

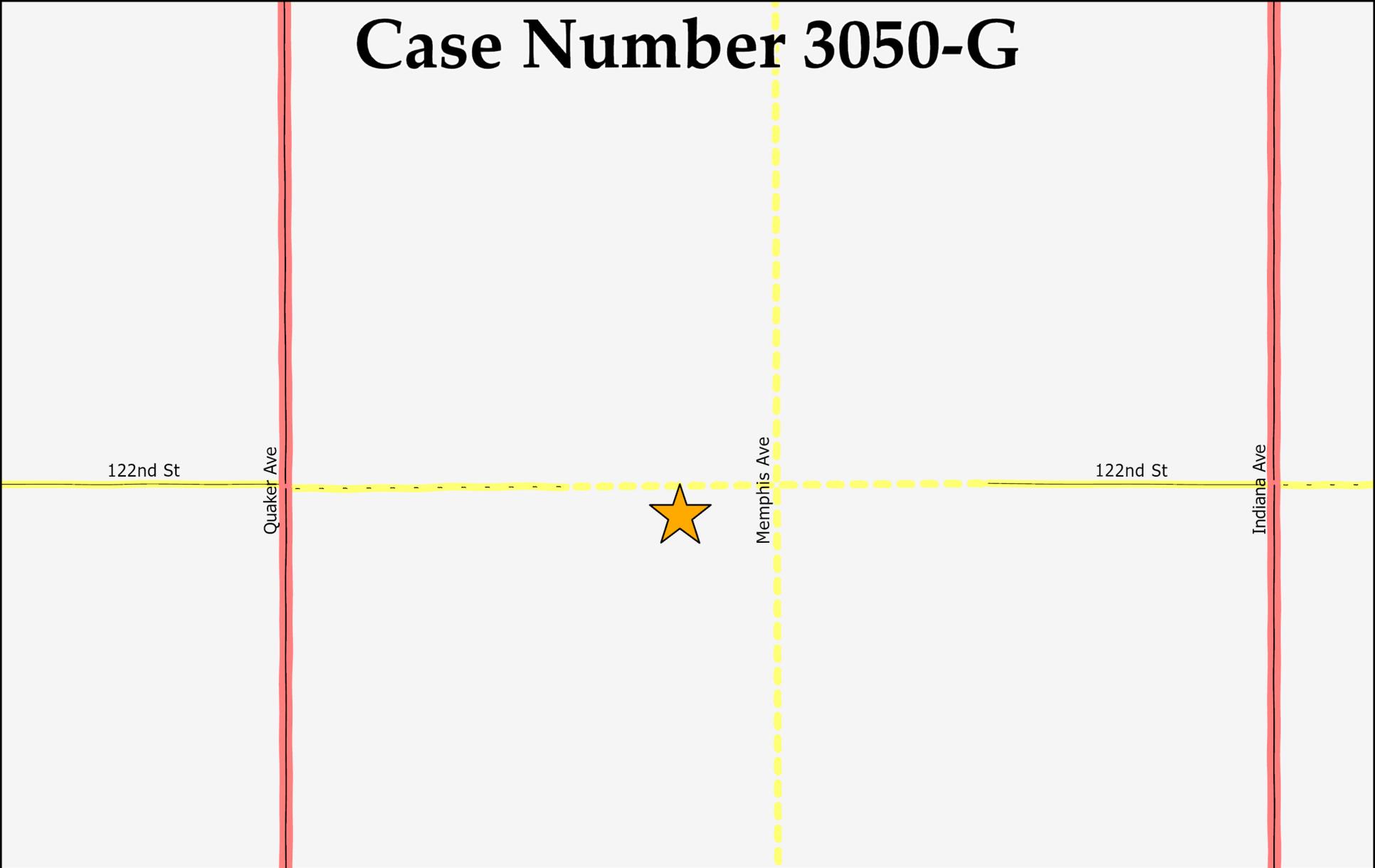
Public Hearing

No one spoke in favor or in opposition to the request.

In the matter of Zone Case **3050-G** a motion was made by **JAMES BELL** seconded by **DAN WILSON** to approve as presented and the Commission members voted 4 (in favor) to 1 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

JORDAN WHEATLEY cast the vote in opposition.

Case Number 3050-G



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

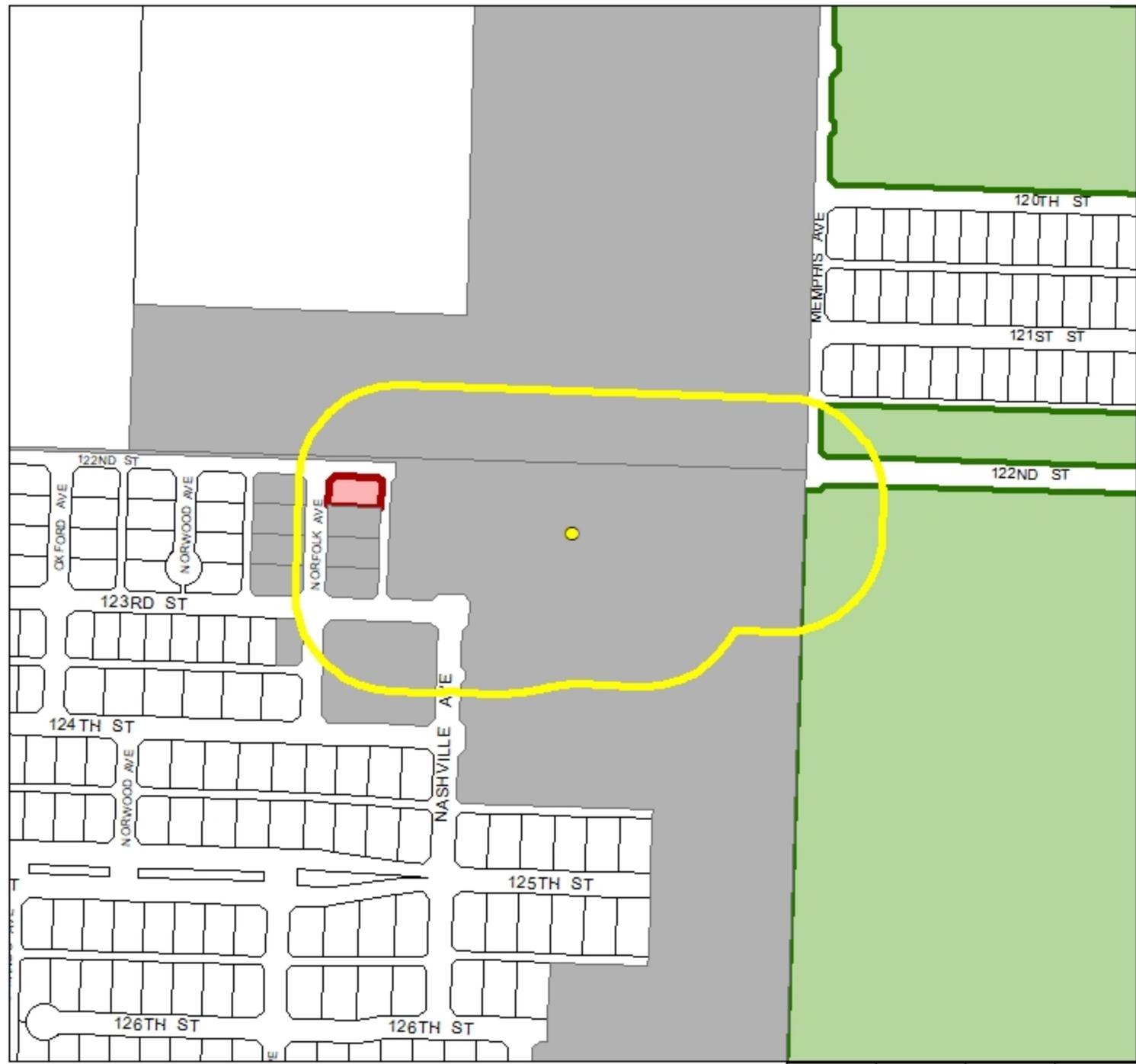
Date Exported: 4/12/2021

PZC Mailout Notifications Received



Legend

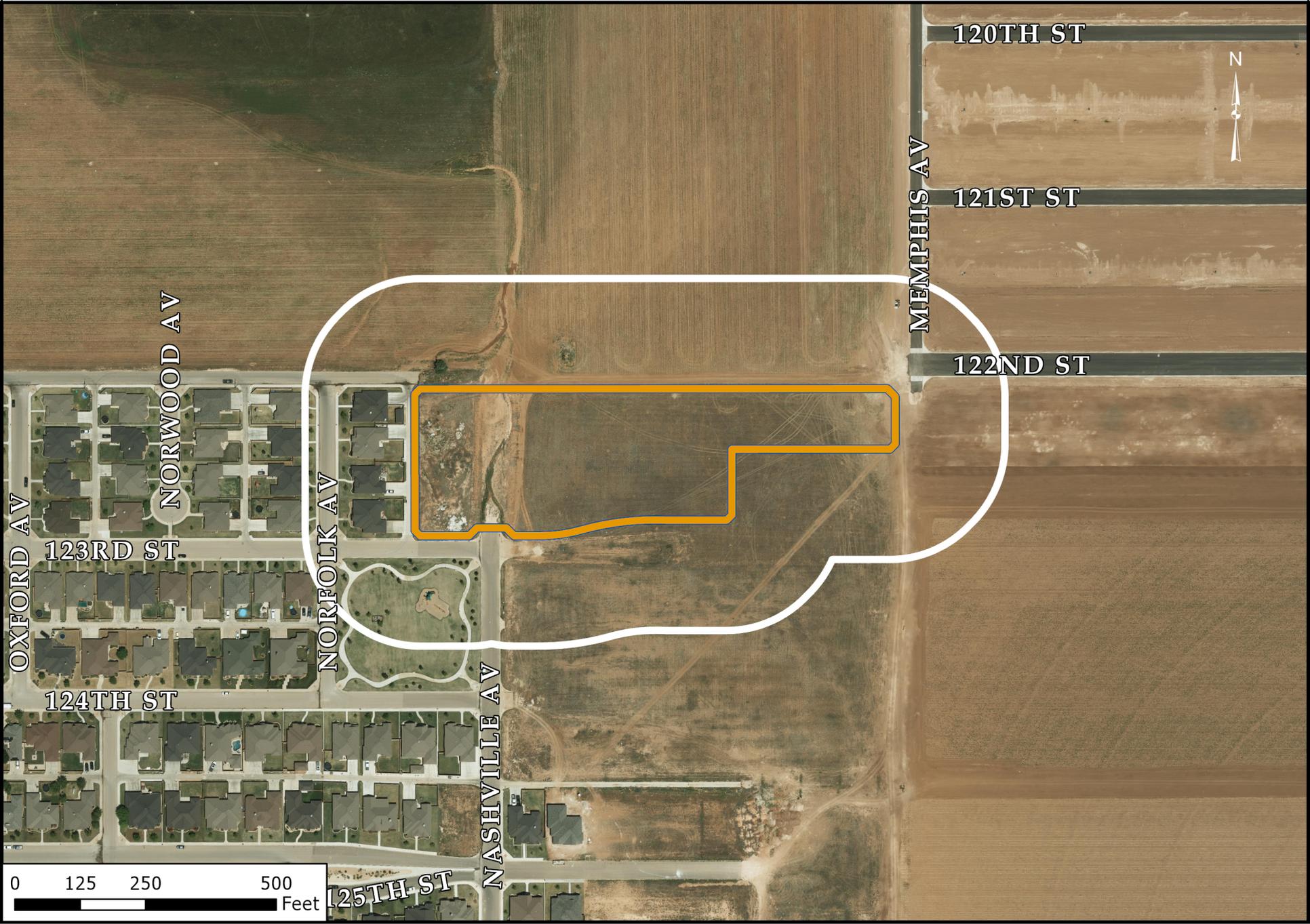
- LocatorPnt3050_G
 - MailoutBuffer3050_G
 - <all other values>
- ### Notification Result
- In Favor
 - No Feedback
 - Opposed



0 205 410 820 Feet

Created by Planning Department
Date: 4/30/2021

Case Number 3050-G



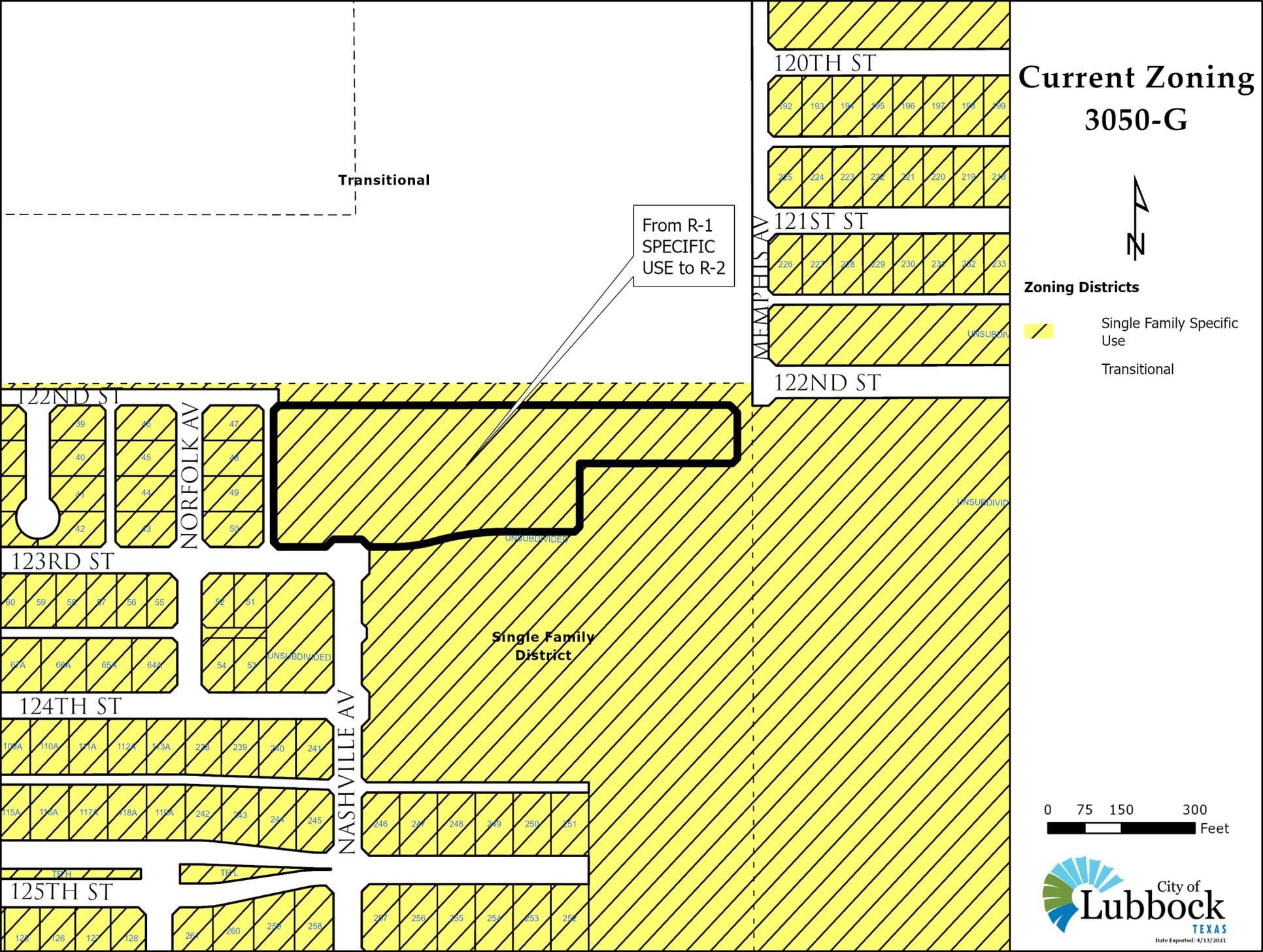
0 125 250 500 Feet

Current Zoning 3050-G



- Zoning Districts**
-  Single Family Specific Use
 -  Transitional

From R-1
SPECIFIC
USE to R-2



Transitional

120TH ST

192 193 194 195 196 197 198 199

225 224 223 222 221 220 219 218

121ST ST

226 227 228 229 230 231 232 233

UNSUBDIVIDED

122ND ST

UNSUBDIVIDED

122ND ST

39 40 41 42
43 44 45 46 47 48 49 50

NORFOLK AV

123RD ST

51 52 53 54 55 56 57 58 59 60

61 62 63 64 65 66 67 68 69 70

71A 72A 73A 74A 75A 76A 77A 78A 79A 80A

81 82 83 84 85 86 87 88 89 90

124TH ST

101A 102A 103A 104A 105A 106A 107A 108A 109A 110A

111A 112A 113A 114A 115A 116A 117A 118A 119A 120A

121A 122A 123A 124A 125A 126A 127A 128A 129A 130A

125TH ST

131 132 133 134 135 136 137 138 139 140

141 142 143 144 145 146 147 148 149 150

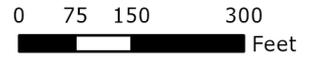
NASHVILLE AV

246 247 248 249 250 251

252 253 254 255 256 257 258 259 260 261

MEMPHIS AV

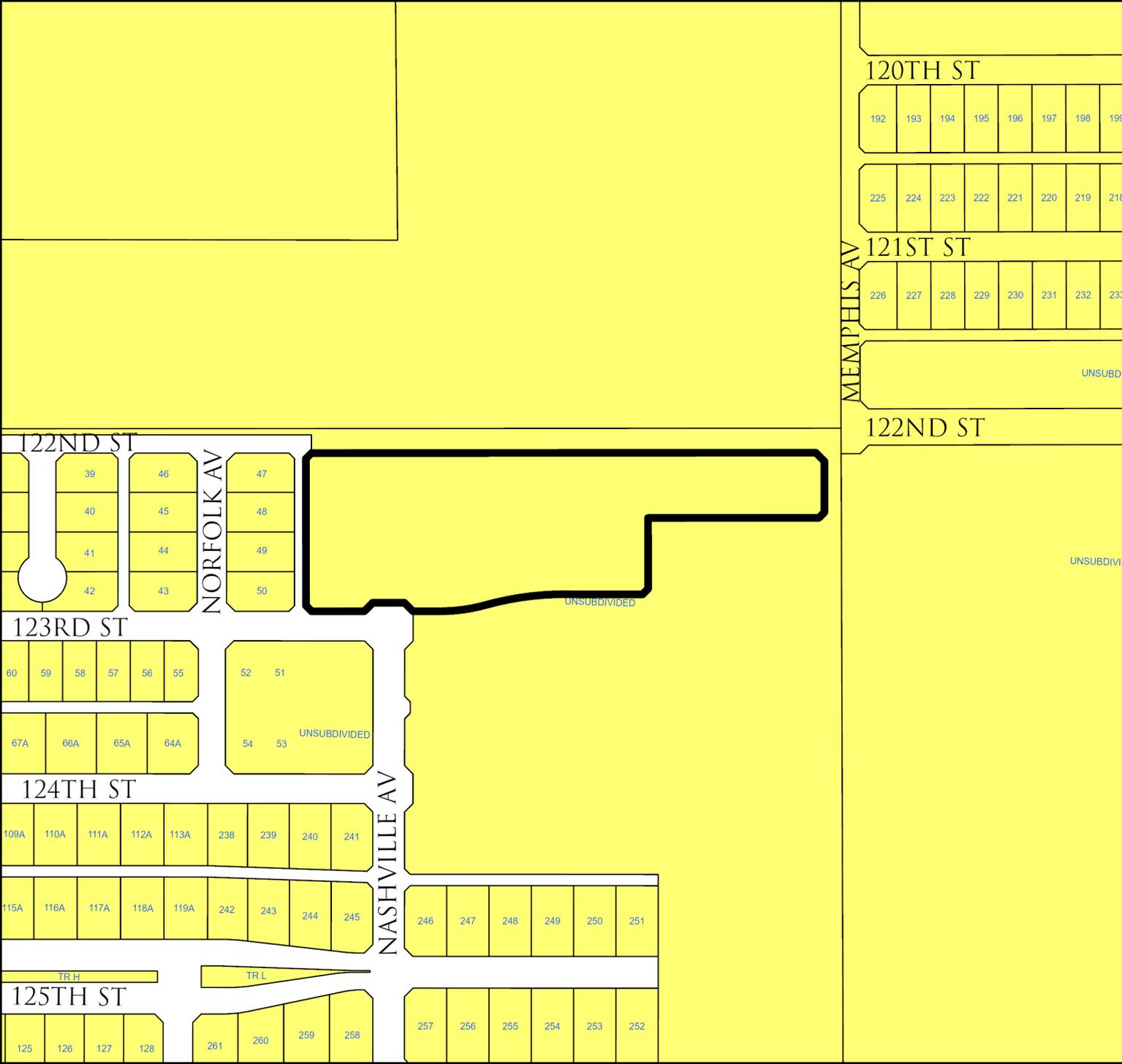
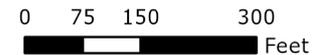
Single Family
District



Future Land Use Plan 3050-G



- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3050-G



Subject property view to the east.



View to the north.



View to the west.



View to the south.



Project Information

Location or Address: 123rd Street and Nashville Avenue. Refer to sketch.
 Lots/Tracts: Lots 398-435, Solaris Estates
 Survey & Abstract: _____
 Metes and Bounds Attached: Yes No Total Acreage of Request: 4.50
 Existing Land Use: Undeveloped Existing Zoning: R-1
 Requested Zoning: R-2
 If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC
 Name: Westin McCowen, P.E.
 Address: 6515 68th Street, Suite 300 City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-771-5976 Email: wmccowen@amdeng.com
 Applicant's Signature: *Westin McCowen*
 Date: 3/31/21 Printed Name: Westin McCowen

Owner Information

Firm Name: Brooke Heights II, LTD
 Owner: Barry Brown
 Address: 8008 Slide Road, Suite 37B City: Lubbock State: TX
 ZIP Code: 79424 Telephone: 806-771-5976 Email: bbrown@acmeelect.com
 Property Owner's Signature: *Westin McCowen* (on behalf of Brooke Heights II, LTD.)
 Date: 3/31/21 Printed Name: Westin McCowen

Preparer Information

Preparer's Signature: *Westin McCowen*
 Date: 3/31/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
 Request for zoning change from: _____ To: _____
 Lots: _____ Blocks: _____
 Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

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.: **3050-G**

In Favor

Opposed

Reasons and/or Comments: Allowing R-2 Zoning will Allow Townhomes as shown on the plat for this area. This configuration would allow ~~more~~ houses to be constructed as opposed to 4 at the adjoining alley - we prefer that this area be zoned R-1.

Print Name: Greg & Martha Zielinski
Signature: Martha Zielinski
Address: 12201 Norfolk Ave
Address of Property Owned: Same
Phone Number: 806-790-1645
Email: M.ZIELINSKI@LCISA.NET

Zone Case Number: **3050-G**
ZIELINSKI MARTHA ANN & GREGORY M
12201 NORFOLK AVE

R312740

Recipient 11 of 13

RECEIVED APR 26 2021

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.: **3050-G**

In Favor
Opposed

Reasons and/or Comments:

Brent McDonald - Senior Vice President

Print Name _____
Signature: Prosperity Bank, Co-Trustee
by MT McDonald
Address: 1401 Ave Q, Lubbock, TX 79401
Address of Property Owned: R98366
Phone Number: 806.741.2371
Email: _____

Zone Case Number: **3050-G** R98366 Recipient 12 of 13
BAXTER TRUSTS
PROSPERITY BANK TRUST
1401 AVENUE Q
LUBBOCK TX 79401-3819

From: [CityPlanning](#)
To: [Ashley Vasquez](#)
Subject: FW: Zone Case 3050-G
Date: Thursday, May 6, 2021 8:28:18 AM

From: Terry Ely <terryely2@gmail.com>
Sent: Wednesday, May 5, 2021 7:33 PM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: Zone Case 3050-G

RE: Zone Case 3050-G

We are opposed to the request for a variance change by Lubbock Land Company.

The proposed plat has been changed to a high density housing project directly across the street from our small park where many little children play every day, neighbors walk their dogs in the park and others exercise in the park, our home is just south of the park.

Almost three years ago, we had our home built and moved to Brooke Heights with the hope of enjoying family, friends and neighbors in a well-kept and safe subdivision. The concerns we all share as a community essentially fall into two areas: overall security of our neighborhood and diminished property values.

We are very concerned about these 29 acres that is or was a part of the original Brooke Heights sub-division located south of 122nd Street to 128th Street, from Memphis to Nashville. We would like to see the continuation of rear-entry single family homes with a minimum of 2,200 square feet not high density housing.

Thank you and most sincerely,

Terry & Jo Ann Ely
3913 – 124th Street
806-798-2259 (home)

From: [CityPlanning](#)
To: [Ashley Vasquez](#)
Subject: FW: Case # 3050-G
Date: Friday, April 30, 2021 10:29:50 AM

From: Mary Jo Lagoski <mjlagoski@yahoo.com>
Sent: Friday, April 30, 2021 10:27 AM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: Case # 3050-G

To Whom It May Concern-

We are totally opposed to the variance requested by Lubbock Land Company. The current proposed plat shows multiple lots included which were not there when presented to Brooke Heights and the City. This addition of high density building directly across from our small neighborhood park will automatically draw multiple families to usage without Brooke Heights obtaining HOA fees to maintain the park equipment.

In addition to this, the streets in the new plat have been changed without consideration to the water flow during rain. This brings a future drainage issue.

This is the second time we have seen Lubbock Land Company present and agree to one proposal, only to have them change it at the last minute without consideration for the adjoining property.

Therefore, please consider denying the proposed variance request. Thank you.

Sincerely,
Mike and Mary Jo Lagoski
3910 126th Street
Brooke Heights



Regular City Council Meeting

8. 6.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0068, for Zone Case 3431, a request of Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc., for a zone change from Transition (T) to General Retail District (C-3) with a Specific Use for Self-Storage Facilities, at 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5.

Item Summary

During the May, 25, 2021 City Council meeting, the Thoroughfare types listed in the Staff Report for this item were questioned. Staff researched the concern, and identified inconsistencies within the data fields included in the GIS version of the Master Thoroughfare Plan map. These items are being corrected by the City of Lubbock GIS Department, and the Staff Report has been updated to identify the correct Thoroughfare types.

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3431 Ordinance
3431 Staff Report
3431 Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3431; A ZONING CHANGE FROM T TO C-3 SPECIFIC USE FOR SELF-STORAGE FACILITY, AT 14505 SLIDE ROAD, LOCATED EAST OF SLIDE ROAD AND NORTH OF 146TH STREET, ON 17.320 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 5, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3431

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to **C-3 Specific Use for a Self-Storage Facility** zoning district at **14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5**, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the T zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3431
May 6, 2021

C-3 Zone

Description

12.902 acres out of a 17.320 acre tract of land located in Section 5, Block AK, Lubbock County Texas, being the same as a tract described in Volume 4748, Page 130 of the Real Property Records of Lubbock County, Texas, being further described as follows;

BEGINNING at a Point, being the same as the Southwest corner of Section 5, Block Ak, Lubbock County, Texas and also being the same as the Southwest corner of said 17.320 acre tract;

THENCE North 0°00'18" East a distance of 398.00 feet to a point in the west line of said Section 5;

THENCE South 89°57'00" East a distance of 734.50 feet to a point;

THENCE North 0°00'18" East a distance of 262.00 feet to a point;

THENCE South 89°57'00" East a distance of 408.65 feet to a point;

THENCE South 0°00'18" West a distance of 660.00 feet to a point;

THENCE North 89°57'00" West along the south line of said Section 5 to the POINT OF BEGINNING.

C-3 Specific Use

Description

4.418 acres out of a 17.320 acre tract of land located in Section 5, Block AK, Lubbock County Texas, being the same as a tract described in Volume 4748, Page 130 of the Real Property Records of Lubbock County, Texas, being further described as follows;

BEGINNING at a Point that bears North 0°00'18" East a distance of 660.00 feet from the Southwest corner of Section 5, Block AK, Lubbock County, Texas;

THENCE South 89°57'00" East a distance of 734.50 feet to a point;

THENCE South 0°00'18" West a distance of 262.00 feet to a point;

THENCE North 89°57'00" West a distance of 734.50 feet to a point;

THENCE North 0°00'18" East a distance of 262.00 feet along the west line of said Section 5 to the POINT OF BEGINNING.

Staff Report	Zone Case 3431
City Council Meeting	May 25, 2021

Applicant Centerline Engineering & Consulting, LLC

Property Owner 146th Street & Slide Road, Inc.

Council District 5

Recommendations

- Staff recommends approval of this request.

Prior Board or Council Action

- March 12, 2019: This property was annexed through Ordinance No. 2019-00030 and was zoned Transitional District (T).
- May 6, 2021: The Planning and Zoning Commission recommended approval of a zone change to General Retail District (C-3) with a Specific Use for Self-Storage Facilities by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 12
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 2019 and is currently developed with a single family residence built in 1947.

Adjacent Property Development

The properties to the west and south of the subject property are outside of city limits and are sparsely developed with single family residences. The property to the north is zoned General Retail District (C-3) and is undeveloped. The properties to the northeast are zoned Single Family District with a Specific Use for Garden Homes and are also undeveloped.

Zoning Request and Analysis

Item Summary

The subject property is addressed at 14505 Slide Road and is located north of 146th Street and east of Slide Road. The applicant requests a zone change for 17.32 acres of unplatted land out of Block AK, Section 5 from Transition (T) to General Retail District (C-3).

Current zoning: Transition (T)

Requested zoning: General Retail District (C-3) Specific Use for Self-Storage Facilities

Intent Statements

The intent of the proposed C-3 zoning is, “...to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.”

The intent of the current T zoning is “...to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change.”

Traffic Network/Infrastructure Impacts

The proposed zone change location is along Slide Road, which is designated as a Principal Arterial and 146th Street, which is designated as a Principal Arterial (Modified) by the Master Thoroughfare Plan. The current roadway network is capable of supporting the amount of traffic that General Retail District zoning generates. With no water lines existing in the immediate vicinity, water lines will need to be extended for fire suppression.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. General Retail District (C-3) currently exists directly to the north of the subject property.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Plan designates the subject area as a “Retail Node” which includes “light commercial, retail, office, and mixed-use” development according to the comprehensive plan. The level of intensity in C-3 is appropriate for this area, and is compatible with both the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercially zoned properties in the area.

Suitability of Property for Allowed Uses

The property is well suited for the proposed use and may require additional public improvements to support the intensity of this use.

Attachments

- | | |
|----|--|
| | Case Information |
| B. | Thoroughfare 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

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [General Retail District \(C-3\) Specific Use for Self-Storage Facilities](#)

Transportation: The proposed development has points of access from Slide Road and 146th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road <i>Principal Arterial, Partial</i>	R.O.W. 110 feet, one-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
146 th Street <i>Minor Arterial, Partial</i>	R.O.W. 110 Feet, one-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: There is no water in the area. Water will be needed for fire suppression.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.7 **Case 3431:** Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc.

Request for a zone change to General Retail District (C-3) with a Specific Use for Self-Storage Facilities from Transition (T), at:

- 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5.

PLANNER BAILEY SHILLINGS stated there were twelve (12) notifications sent out, with zero (0) returned in favor and one (1) returned in opposition. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

APPLICANT PHILLIP TROUNG 8312 Upland Avenue advised he was available to answer any questions.

BOARDMEMBER DAN WILSON asked the applicant how much of the parcel will be used for the self-storage facility. Mr. Wilson also asked how Hugo Reed’s name ended up on the documentation for this case. Mr. Troung stated the survey was provided to them by their client.

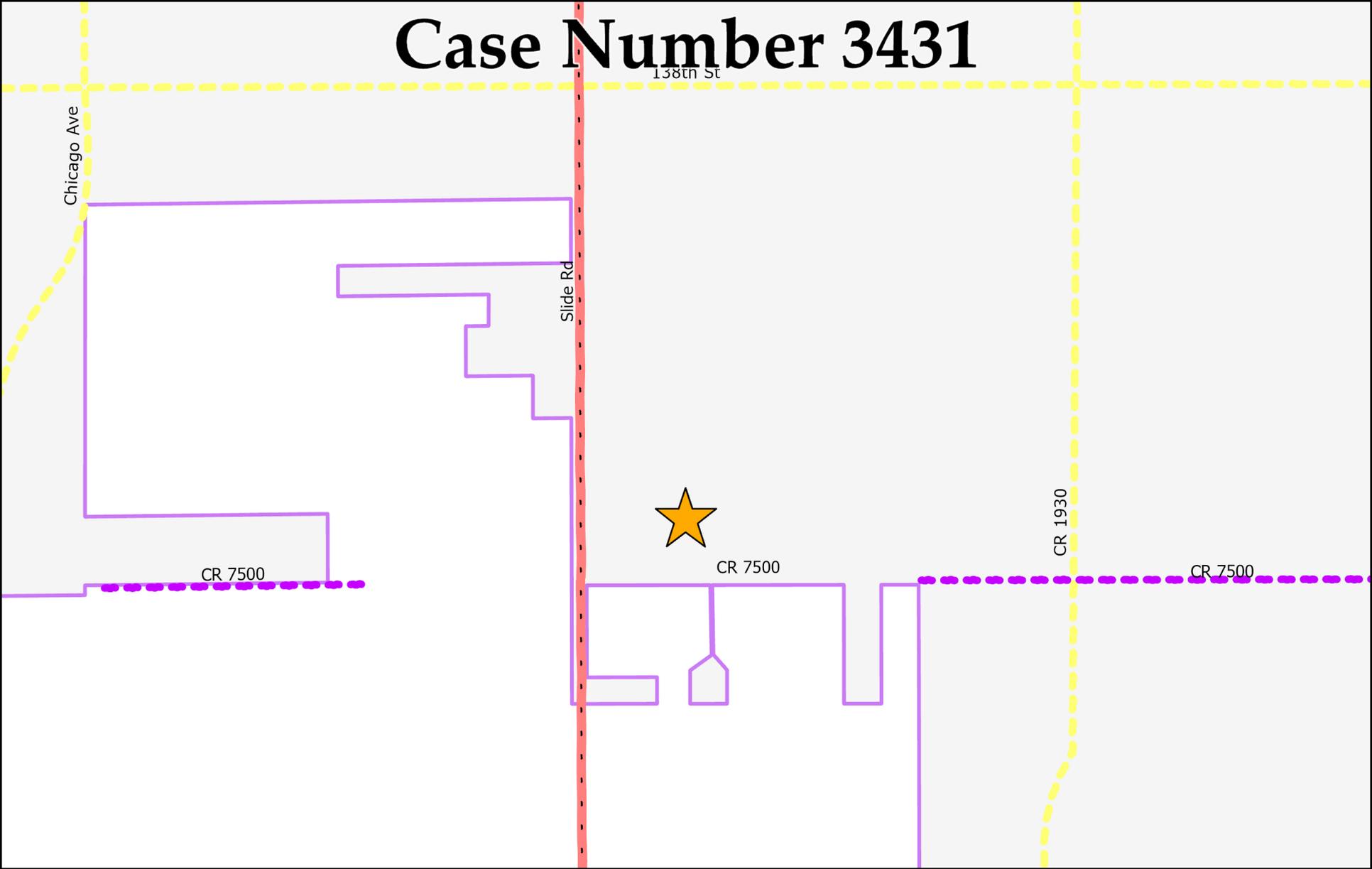
Public Hearing

IN FAVOR MICHAEL POSTER 3110 Frankford stated Hugo Reed completed the survey, which is why their name was on the survey.

Zone Case 3431

In the matter of **Zone Case 3431** a motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

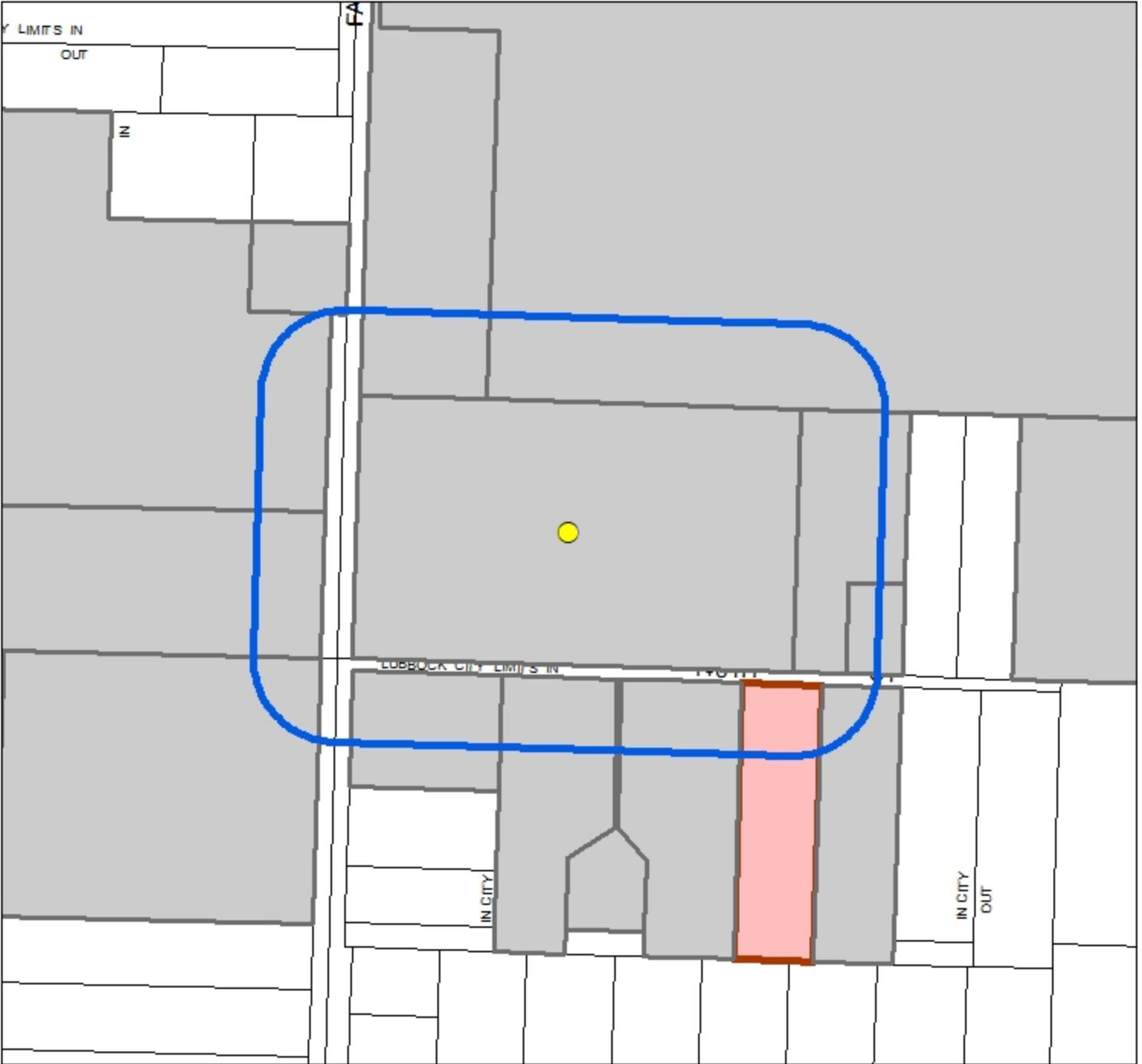
Case Number 3431



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



PZC Mailout Notifications Received



Legend

-  LocatorPnt3431
-  MailoutBuffer3431
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed
-  LCAD.DBO.TaxParcel

Created by Planning Department
Date: 4/29/2021

0 225 450 900 Feet

Case Number 3431



Outside City Limits

Outside City Limits

146TH ST

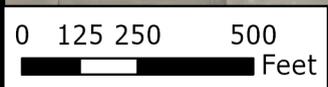
Outside City Limits
Outside City Limits
Outside City Limits
SLIDE RD

Outside City Limits

Outside City Limits

Outside City Limits

Outside City Limits

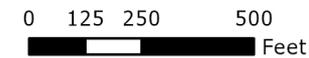
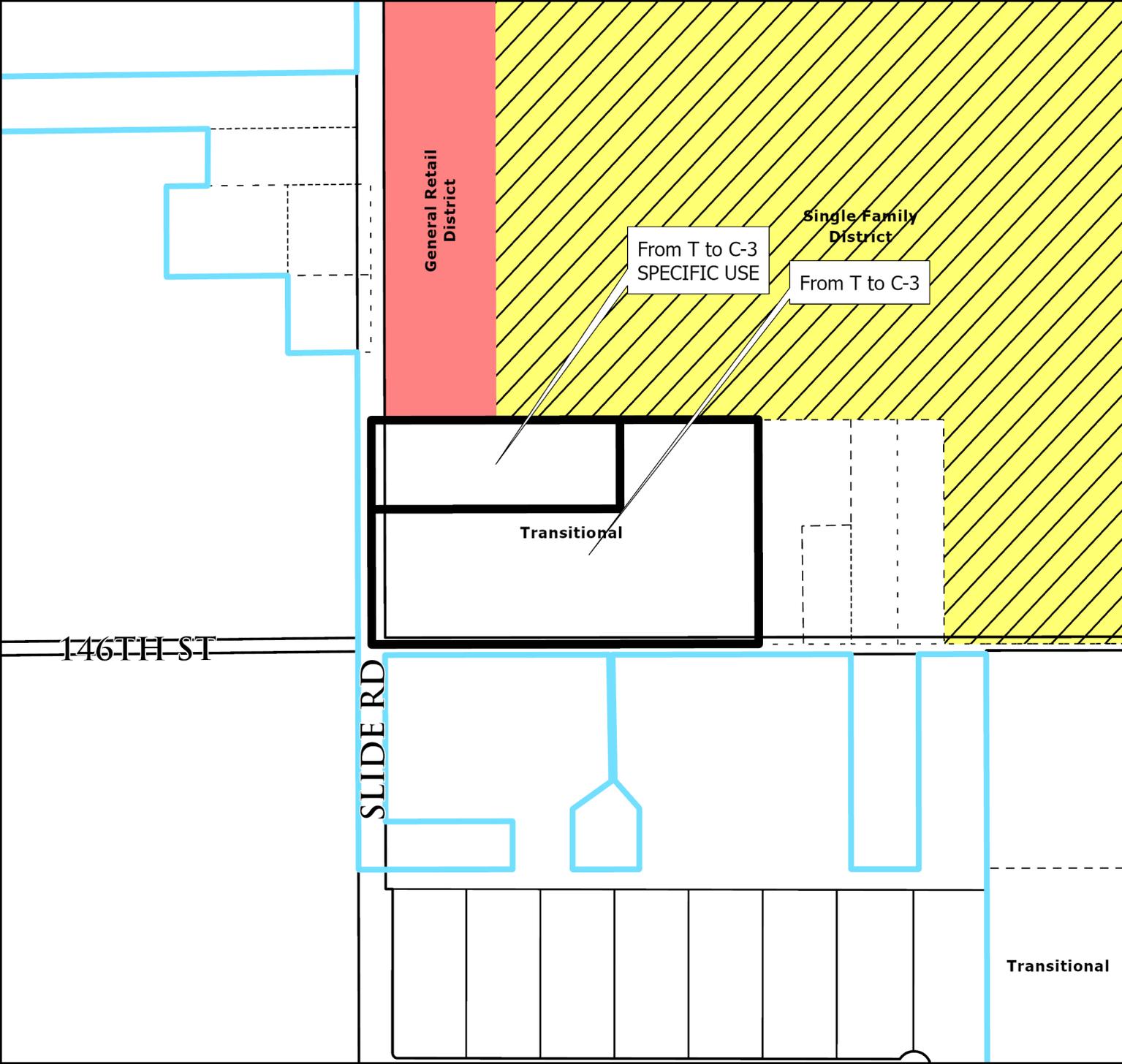


Current Zoning 3431



Zoning Districts

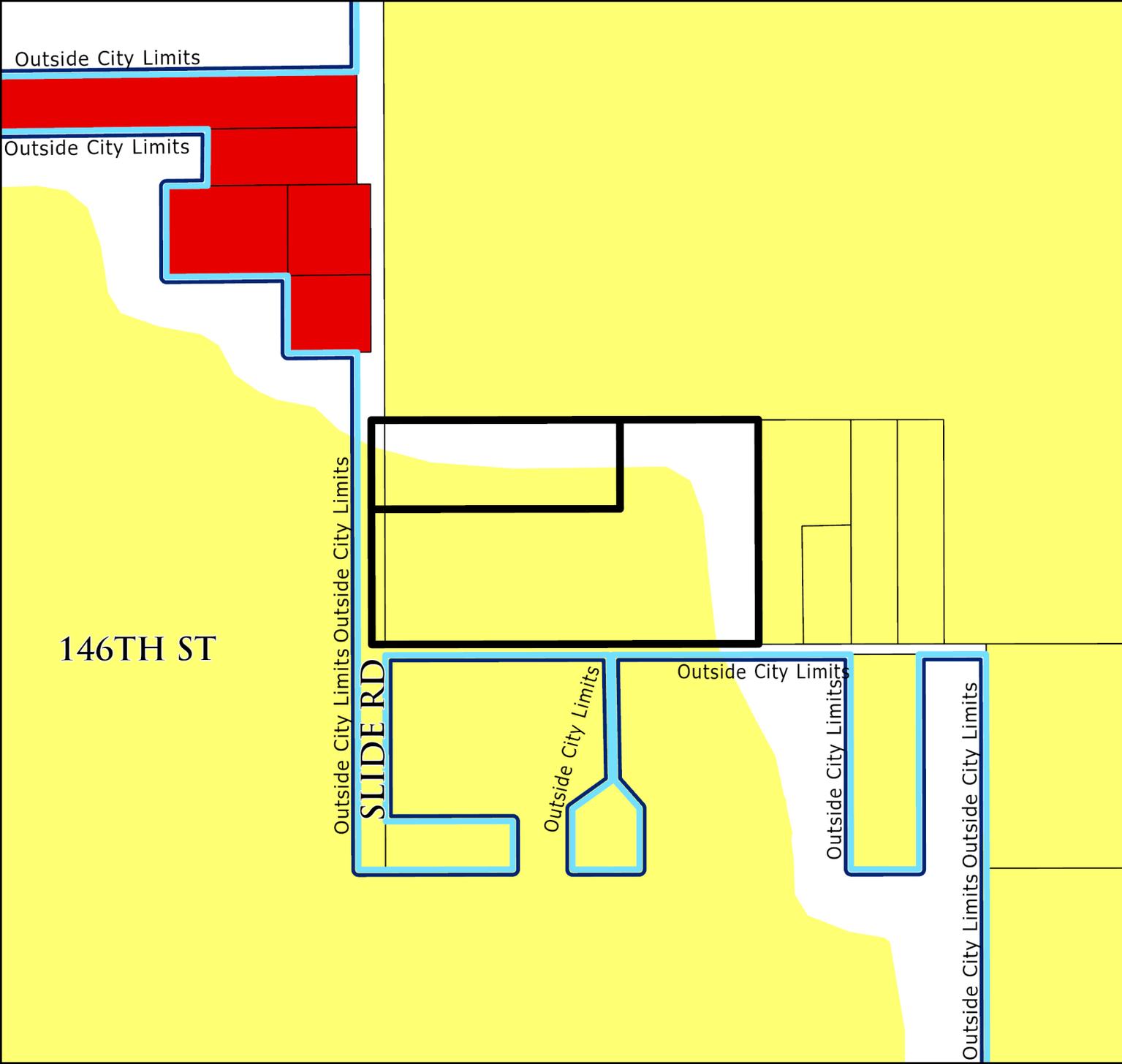
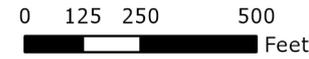
-  General Retail
-  Single Family Specific Use
-  Transitional



Future Land Use Plan 3431



-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



3431



Subject property at 14505 Slide Road.



View to the north.



View to the west directly across Slide Road.



View to the south.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 14505 SLIDE RD, LUBBOCK, TX 79424
Lots/Tracts: 2
Survey & Abstract: Section 5, Block AK, Lubbock County, EL&RR RR CO. Abstract 163
Metes and Bounds Attached: Yes [checked] No [] Total Acreage of Request: 17.320
Existing Land Use: Farm Improvements Existing Zoning: Transitional
Requested Zoning: C-3 Specific Use (Self Storage) & C3
If property is not subdivided, will a preliminary plat be submitted? Yes [] No []

Representative/Agent Information (if different from owner)

Firm Name: Centerline Engineering & Consulting LLC.
Name: Phillip Truong
Address: 8312 Upland Avenue City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-470-8686 Email: survey@centerlineengineering.net
Applicant's Signature: Phillip Truong
Date: 3/24/2021 Printed Name: Phillip Truong

Owner Information

Firm Name: 146th Street & Slide Road INC
Owner: Michael Postar
Address: 3110 Frankford Avenue City: Lubbock State: TX
ZIP Code: 79407 Telephone: 806-789-6087 Email: postarmichael@gmail.com
Property Owner's Signature: Michael Postar
Date: 3/24/2021 Printed Name: Michael Postar

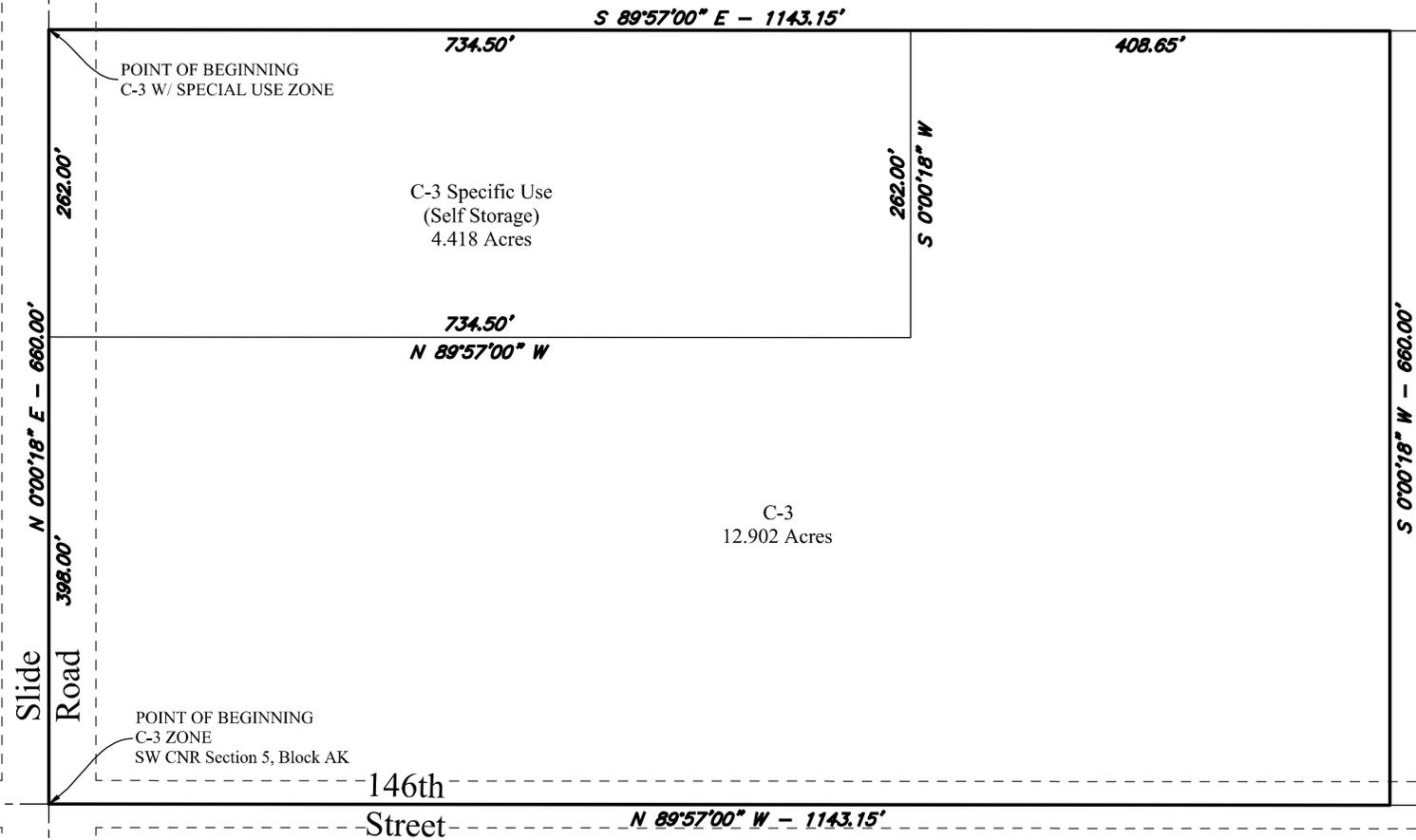
Preparer Information

Preparer's Signature: Phillip Truong
Date: 3/24/2021 Printed Name: Phillip Truong

For City Use Only

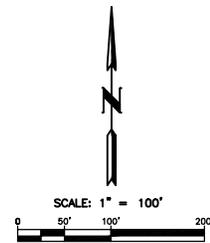
Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

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.



LEGEND

- Property Line
- - - Zone Boundary Line
- Adjoinder
- ROW Line



ZONING EXHIBIT	
<p>Total 17.320 Acres 14505 SLIDE RD Lubbock, Lubbock County, Texas</p>	
<p>CENTERLINE ENGINEERING & CONSULTING, LLC</p>	<p>CENTERLINE ENGINEERING & CONSULTING, LLC. 8312 Upland Avenue, Lubbock, Texas 79424 (806) 470-8686 TXPE Reg. No. F-16713 TBPLS Reg. No. 10194378</p>

146TH & SLIDE RD.

4.177 ACRES LOT, (181,959 SQ FT)
 TOTAL SQ FT - 93,960 SQ FT
 RENTABLE SQ FT - 84,860 SQ FT

262'0" FRONTAGE x 694'6" DEPTH = 181,959 SF
 (4.177 ACRES)



CLIMATE CONTROLLED UNITS



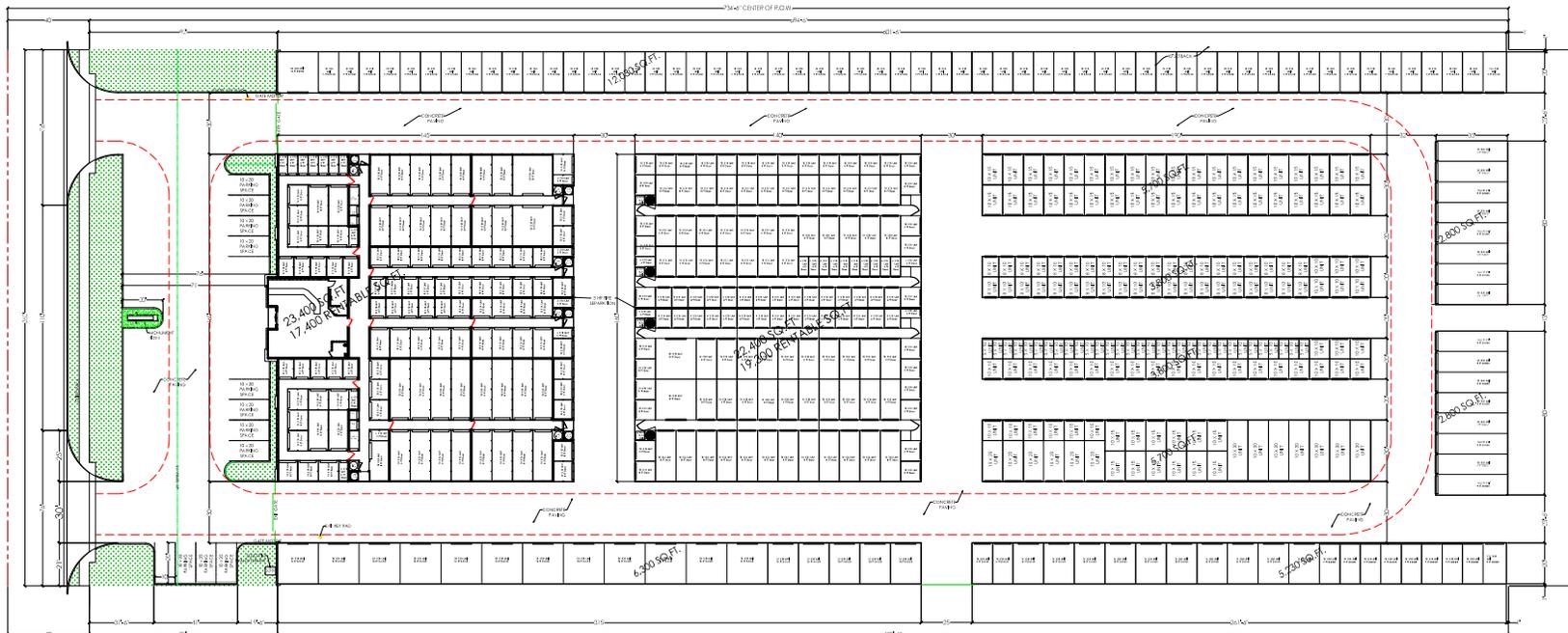
ENTRY GATE AND EXTERIOR WALL



EXTERIOR BRICK WALL



STREET SIGNAGE



FRONT OFFICE WITH SIGNAGE

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.: **3431**

In Favor

Opposed

Reasons and/or Comments:

Print Name Linda Mayne
Signature: Linda Mayne
Address: 5007 CR 7500
Address of Property Owned: 5007 CR 7500
Phone Number: 806 790 1152
Email: lmayne@live.com

Zone Case Number: **3431**

R140518

Recipient 8 of 12

MAYNE LINDA M
5007 CR 7500

LUBBOCK

TX 79424





Regular City Council Meeting

8. 7.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2021-O0069, for Zone Case 3433, a request of AMD Engineering, LLC for Baxter Trusts, for a zone change from Transition (T) to Restricted Local Retail District (C-2A), generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22.

Item Summary

On May 25, 2021, the City Council approved the first reading of the ordinance.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3433 Ordinance
3433 Staff Report
3433 Documentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3433; A ZONING CHANGE FROM T TO C-2A ZONING DISTRICT GENERALLY LOCATED SOUTH OF 114TH STREET AND EAST OF MEMPHIS AVENUE, ON 7.84 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 22, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3433

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-2A** zoning district **generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22, City of Lubbock, Lubbock County, Texas,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3433
May 6, 2021



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK E2,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 7.84-acre tract of land located in Section 22, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 7.84-acre tract, whence the northwest corner of plat limits of lots 1-40, Hatton Place, an addition (CCFN: 2016042417) bears N 88° 17' 04" W, a distance of 32.00 feet and S 01° 47' 28" W, a distance of 487.00 feet;

THENCE S 88° 16' 35" E an approximate distance of 549.10 feet;

THENCE N 32° 21' 34" E an approximate distance of 573.78 feet;

THENCE S 88° 17' 04" W an approximate distance of 805.40 feet;

THENCE S 46° 45' 12" W an approximate distance of 42.45 feet;

THENCE S 01° 47' 28" W an approximate distance of 70.00 feet;

THENCE S 03° 53' 28" W an approximate distance of 150.10 feet;

THENCE S 01° 47' 28" W an approximate distance of 243.58 feet to the Point of Beginning and containing approximately 7.84 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Baxter Trusts
April 1, 2021

ORCHARD PARK, LOTS 204-245
AND TRACTS UU-ZZ & AAA-HHH
CCFN: 2012004872

RECORD OWNER: RED CANYON DEVELOPMENT LLC
SOUTHERN PINE VALLEY GOLF COURSE

**ZONE CHANGE APPLICATION
EXHIBIT**
(SHEET 2)

A 7.84 ACRE TRACT OF LAND
LOCATED IN SECTION 22,
BLOCK E2, LUBBOCK COUNTY,
TEXAS

114TH STREET
CCFN: 2010017491

114TH STREET
CCFN: 2016005269

114TH STREET
CCFN: 2011009301

114TH STREET

114TH STREET
CCFN: 2009042599

NOTES:
SCALE: 1" = 100'

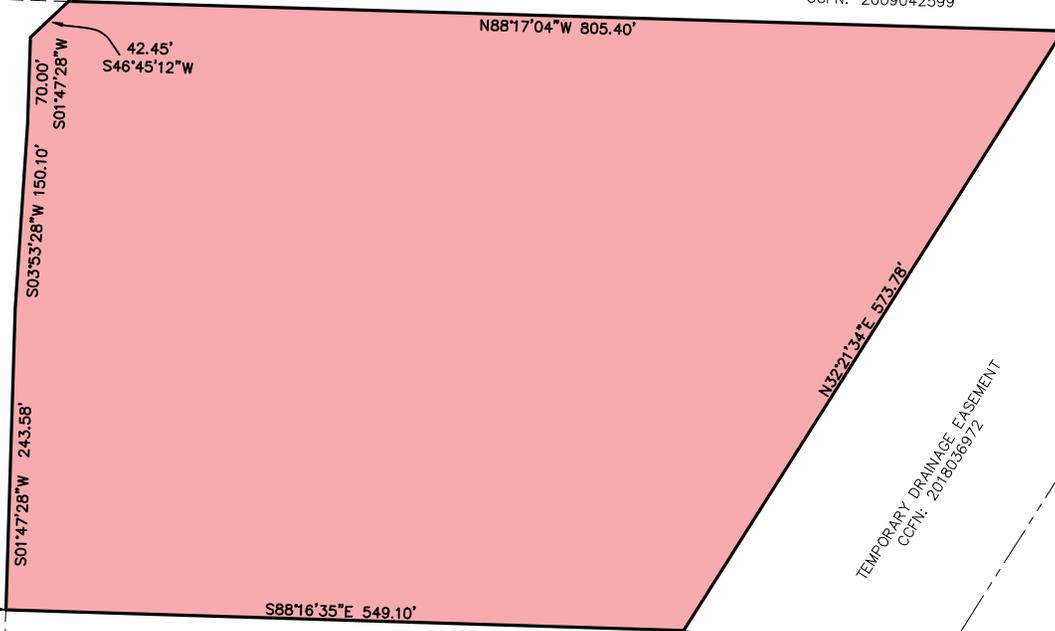
 - ZONING REQUEST C-2A FROM (T) TRANSITIONAL

EAGLE GEN. TRACT "C"
CCFN: 2020006485

MEMPHIS AVENUE

P.O.B.
FROM THIS POINT, THE NORTHWEST
CORNER OF PLAT LIMITS OF LOTS 1-40,
HATTON PLACE, AN ADDITION
(CCFN: 2016042417) BEARS
N88°17'04"W, 32.00' AND
S01°47'28"W, 487.00'

RECORD OWNER: PITTS ET AL
NOT SUBDIVIDED
CCFN: 2011014851



TEMPORARY DRAINAGE EASEMENT
CCFN: 2018036972

TEMPORARY DRAINAGE EASEMENT
CCFN: 2018036972

N: 7241459.13
E: 933829.66

RECORD OWNER: BAXTER TRUSTS
NOT SUBDIVIDED
VOLUME 1379, PAGE 89



SCALE: 1"=100'



AMD CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC Phone: 806-771-5976
6515 68th Street, Suite 300 Fax: 806-771-7625
Lubbock, TX 79424 TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Staff Report	Zone Case 3433
City Council Meeting	May 25, 2021

Applicant AMD Engineering, LLC

Property Owner Baxter Trusts

Council District 4

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- January 14, 1999: This property was annexed through Ordinance No. 1999-010117 and was zoned Transition District (T).
- May 6, 2021 Zone Case 3433: Planning and Zoning Commission recommended approval of a zone change to Restricted Local Retail District (C-2A) from T by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 3
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 1999 and has remained undeveloped.

Adjacent Property Development

The properties to the north, east, and south are zoned T and are currently developed with single family homes as well as Laura Bush Middle School to the southeast. The property to the west is zoned High Density Apartment District (A-2) and is currently being developed with apartments.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 114th Street and east of Memphis Avenue. The applicant requests a zone change for 7.84 acres of unplatted land out of Block E2, Section 22 from T to Restricted Local Retail District (C-2A).

Current zoning: Transition (T)

Requested zoning: Restricted Local Retail District (C-2A)

Intent Statements

The intent of the proposed C-2A zoning is, "...to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

The intent of the current T zoning is "...to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

Traffic Network/Infrastructure Impacts

The proposed zone change location is along 114th Street, which is designated as a Minor Arterial and Memphis Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. The current roadway network is capable of supporting the amount of traffic that C-2A zoning generates.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. High Density Apartments and commercial uses are near in proximity to the subject property. The permitted uses in C-2A would be a suitable addition to this area. The property is intended to be a mixture of garden office and restaurant uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Plan designates the subject area for “Low Density Residential” land uses; however, areas between major intersections are referred to as neighborhood centers and are “intended for lighter types of retail, low intensity office, residential, and Public/Semi-Public uses” according to the Comprehensive Plan. The level of intensity in C-2A is appropriate for this area, and is compatible with both the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercially zoned properties in the area.

Suitability of Property for Allowed Uses

The property is well suited for the proposed use of garden offices and restaurants and may require additional public improvements to support the intensity of the uses.

Attachments

- A. Case Information
- B. Thoroughfare 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

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Restricted Local Retail District \(C-2A\)](#)

Transportation: The proposed development has points of access from 114th Street and Memphis Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114 th Street <i>Minor Arterial, Partial</i>	R.O.W. 110 feet, one-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Memphis Avenue <i>Collector, Partial</i>	R.O.W. 75 feet, one-lane, undivided, paved	R.O.W. 75 feet, 3-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.9 **Case 3433:** AMD Engineering LLC for Baxter Trusts

Request for a zone change to Restricted Local Retail District (C-2A) from Transition (T) at:

- Generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22.

PLANNER BAILEY SHILLINGS stated there were seven (7) notifications sent out, with three (3) returned in favor and one (1) in opposition. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

APPLICANT WILL STEPHENS, AMD Engineering 6515 68th Street stated that staff did a great job and has nothing else to add.

Public Hearing

OPPOSITION THOMAS PAYNE 15309 FM 1730, Lubbock County, advised there were facts omitted from the presentation. The land across the street is under development as R-1 Single Family Residential to the north. The Future Land Use Plan is misleading, as it shows it designated for Parks. The subject property is located dead center between Indiana and Quaker on a Collector at the half section line. If the intended use is garden office and commercial, why did the applicant not spilt the designations? There is a slippery slope the Planning and Zoning Commission and City Council need to consider. He assumes the City does not want to see commercial all the way across the thoroughfare, but a lot of zone cases will follow this

one if it is approved, that will be even more righteous. The Comprehensive Plan does not recommend commercial here and people will use this case as a precedent for other cases.

FAVOR DR.BOLKAR SAHINLER 5008 116th Street , advised he is trying to put a restaurant on the property and is available for questions. His home at Vicksburg and 114th looks right out to a developing office park. There is already commercial in the area, so why would it be an issue here? You have the same situation one mile down the street. His plan is to construct a restaurant and he already has a name and website for the restaurant. He is not sure if it will be garden offices or retail behind the restaurant.

THOMAS PAYNE advised the property to the north was still the golf course when the Comprehensive Plan was adopted, but the preliminary plat was on file with the City. He does not think it is accurate to compare this to what is down the street near Slide Road, which is zoned AM and GO, which is not commercial zoning.

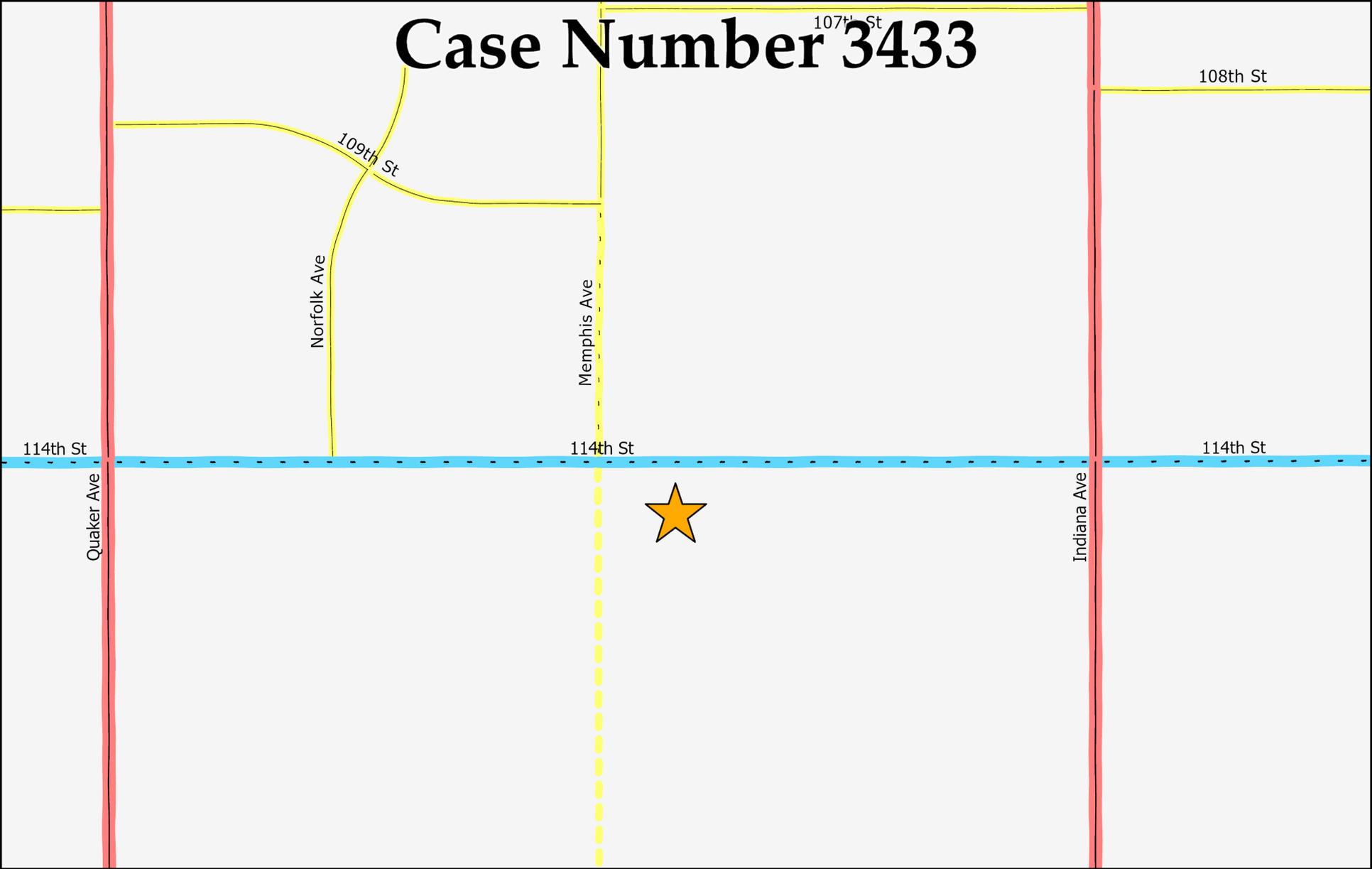
BOARDMEMBER DAN WILSON advised on Indiana and Quaker it is mostly commercial, with some garden office and office warehouse. Some areas on 114th are already residential. At times there are concerns with commercial next to residential when there is not a buffer. If this case is approved, are we opening the door to any property along a thoroughfare next to residential, to become commercial? Are we as a City ok with that? If this could be used as a case for precedence, are we ok with that?

BOARDMEMBER JORDAN WHEATLEY advised this is a unique case because of the drainage. No developer will be able to sell a house in this location, so he is trying to think of the best case scenario of what this corner could be used for. He is in favor of the request, because something needs to go there. James Bell agrees this is unique.

BOARDMEMBER DAN WILSON advised the Commission is charged with determining what is the best use for any tract of land that comes to them. He is not opposed, but if they approve this as commercial, will they have other cases coming that will call this case the precedence?

In the matter of Zone Case 3433 a motion was made by **JORDAN WHEATLEY** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3433



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

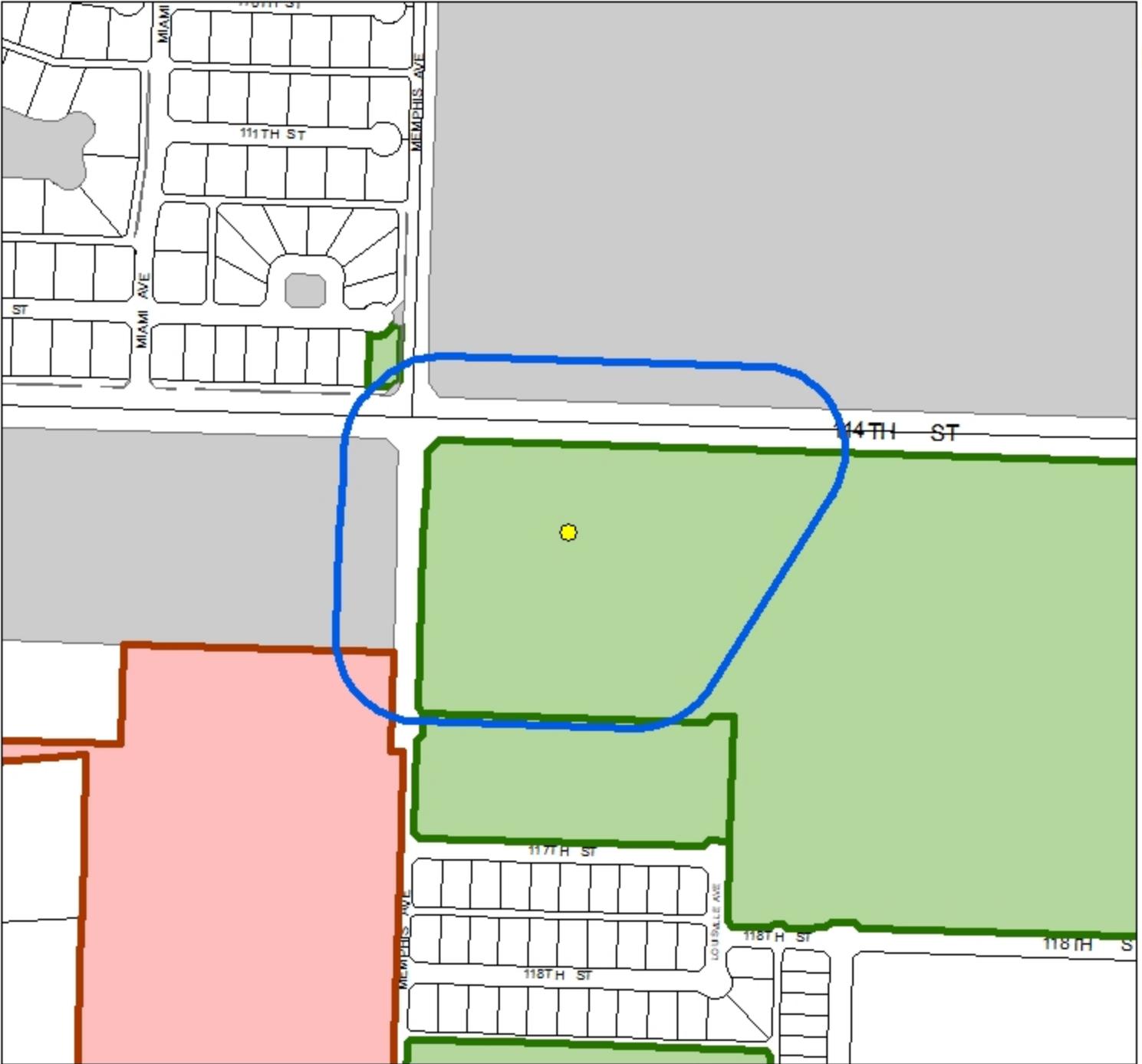


PZC Mailout Notifications Received



Legend

-  LocatorPnt3433
-  MailoutBuffer3433
-  <all other values>
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed
-  LCAD.DBO.TaxParcel



0 225 450 900 Feet

Created by Planning Department
Date: 5/10/2021

Case Number 3433



MIAMI AV

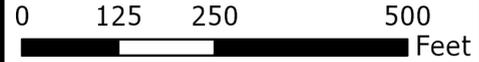
114TH ST

114TH ST

MEMPHIS AV

LOUISVILLE AV

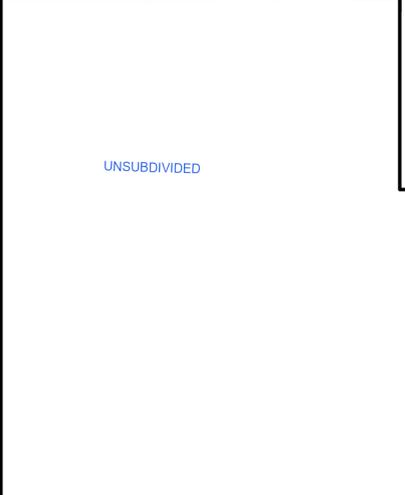
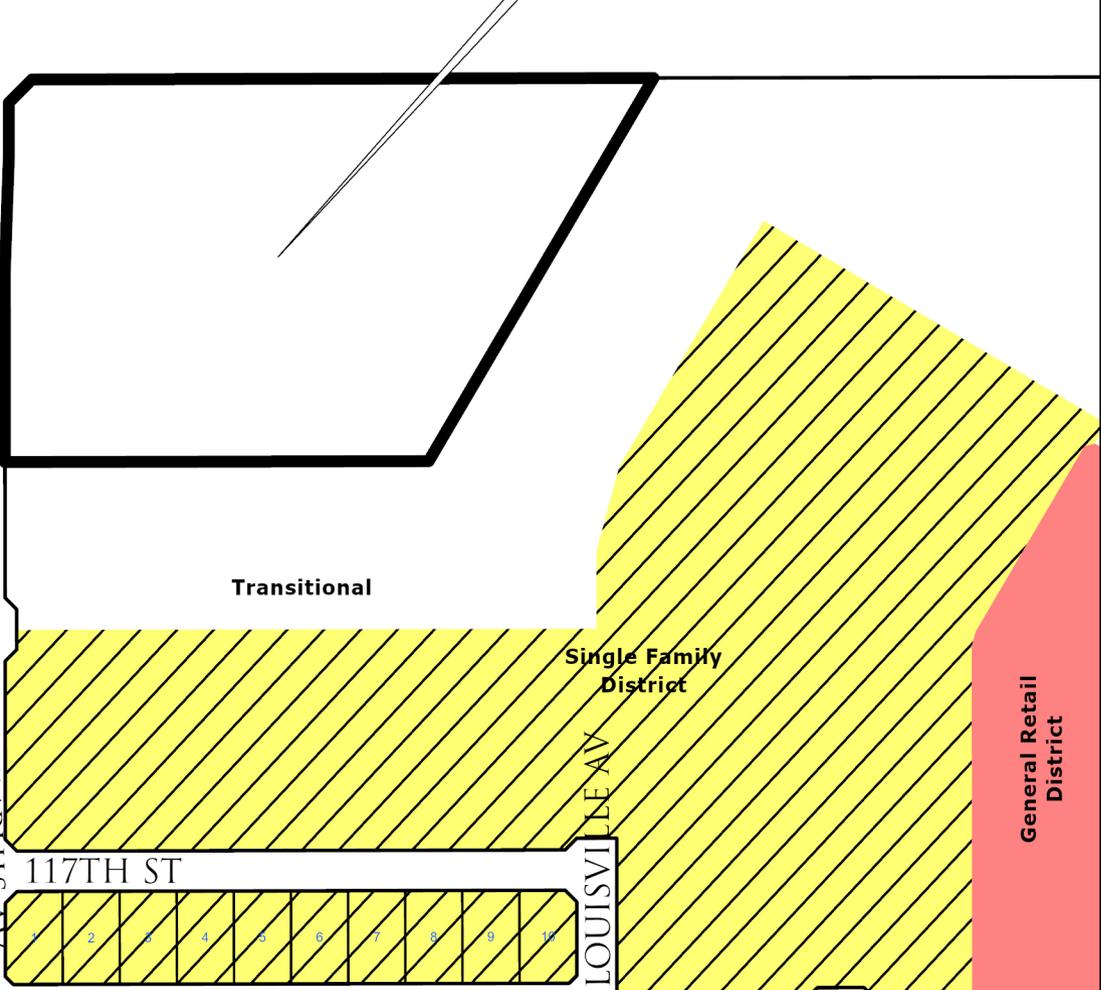
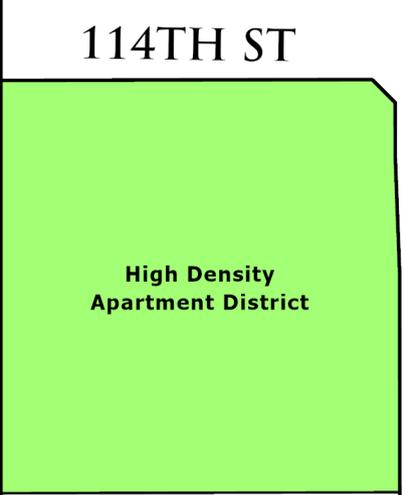
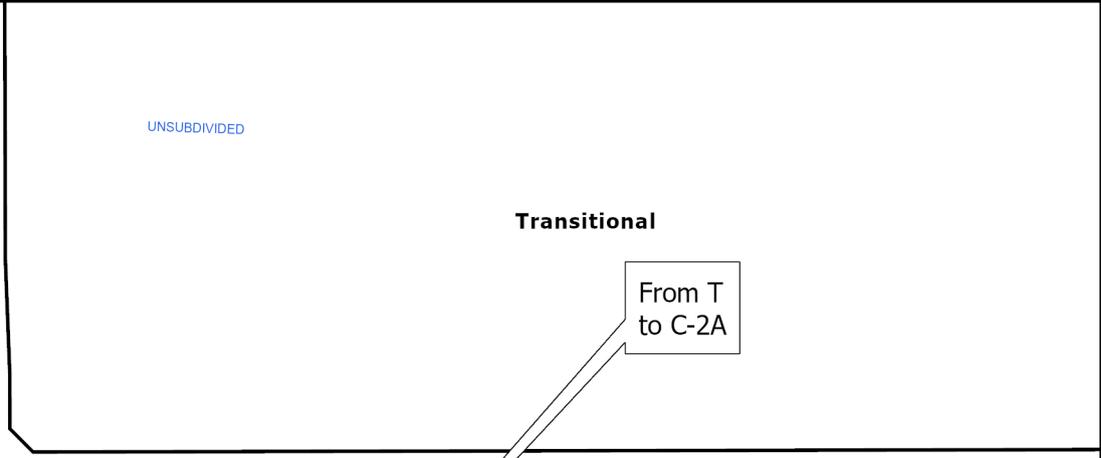
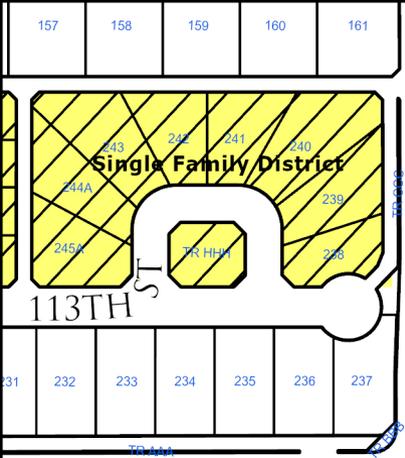
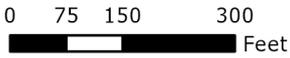
117TH ST



Current Zoning 3433



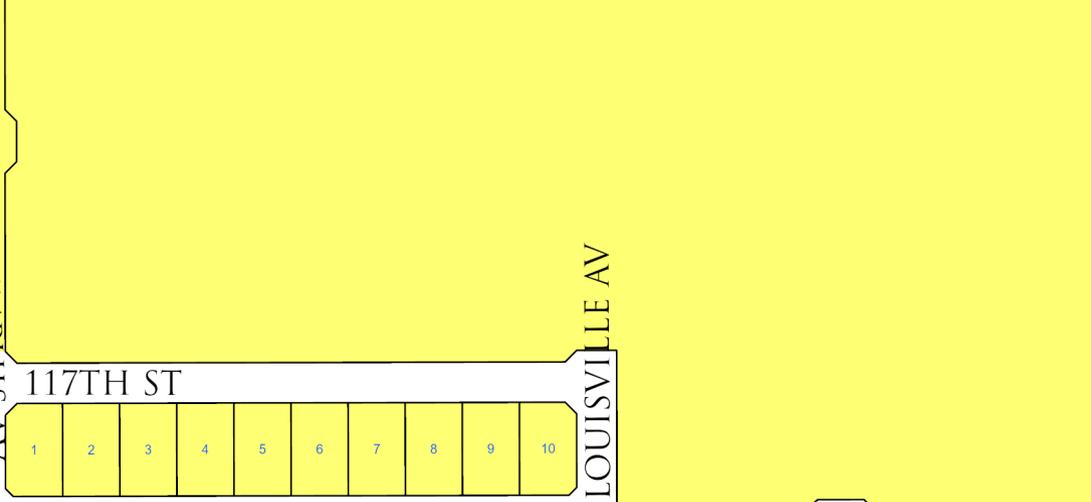
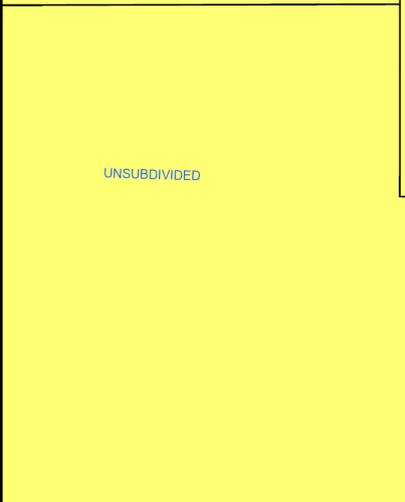
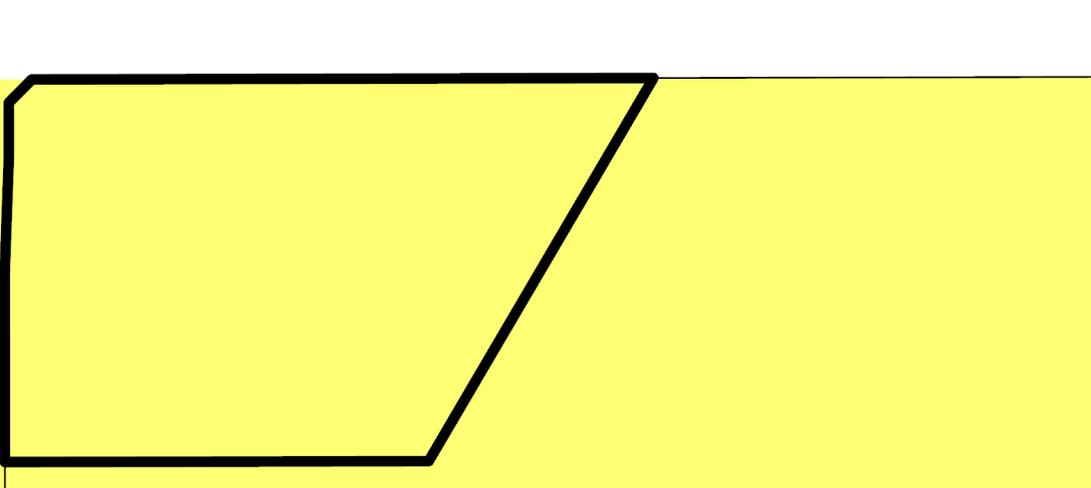
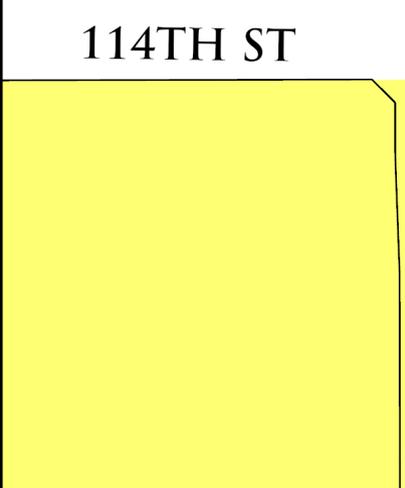
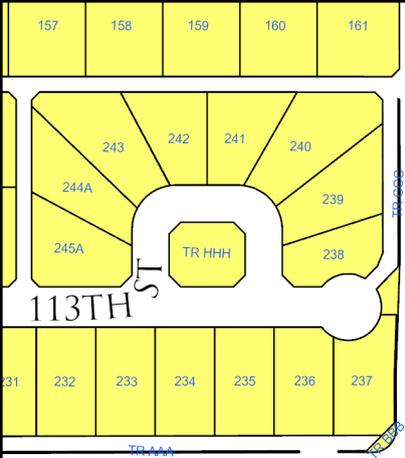
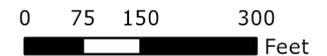
- Zoning Districts**
-  High Density Apartment
 -  General Retail
 -  Single Family Specific Use
 -  Transitional



Future Land Use Plan 3433



-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



3433



Subject property view to the east.



View to the north.



View to the west directly across Memphis Avenue.



View to the south.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7.84 ACRES OF UNPLATTED LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MEMPHIS AVENUE AND 114TH STREET.
Lots/Tracts:
Survey & Abstract: NORTHWEST CORNER OF SECTION 22, BLOCK E2
Metes and Bounds Attached: Yes [checked] No [] Total Acreage of Request: 7.84
Existing Land Use: Existing Zoning: T
Requested Zoning: C-2A
If property is not subdivided, will a preliminary plat be submitted? Yes [] No [checked]

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC
Name: WILL STEPHENS
Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX
ZIP Code: 79424 Telephone: (806) 771-5976 Email: WSTEPHENS@AMDENG.COM
Applicant's Signature: [Signature]
Date: 04/01/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: BAXTER TRUSTS
Owner: PROSPERITY BANK TRUST
Address: 1401 AVENUE Q City: LUBBOCK State: TX
ZIP Code: 79401 Telephone: (806) 767-7000 Email:
Property Owner's Signature: [Signature] (ON BEHALF OF BAXTER TRUSTS)
Date: 04/01/2021 Printed Name: WILL STEPHENS

Preparer Information

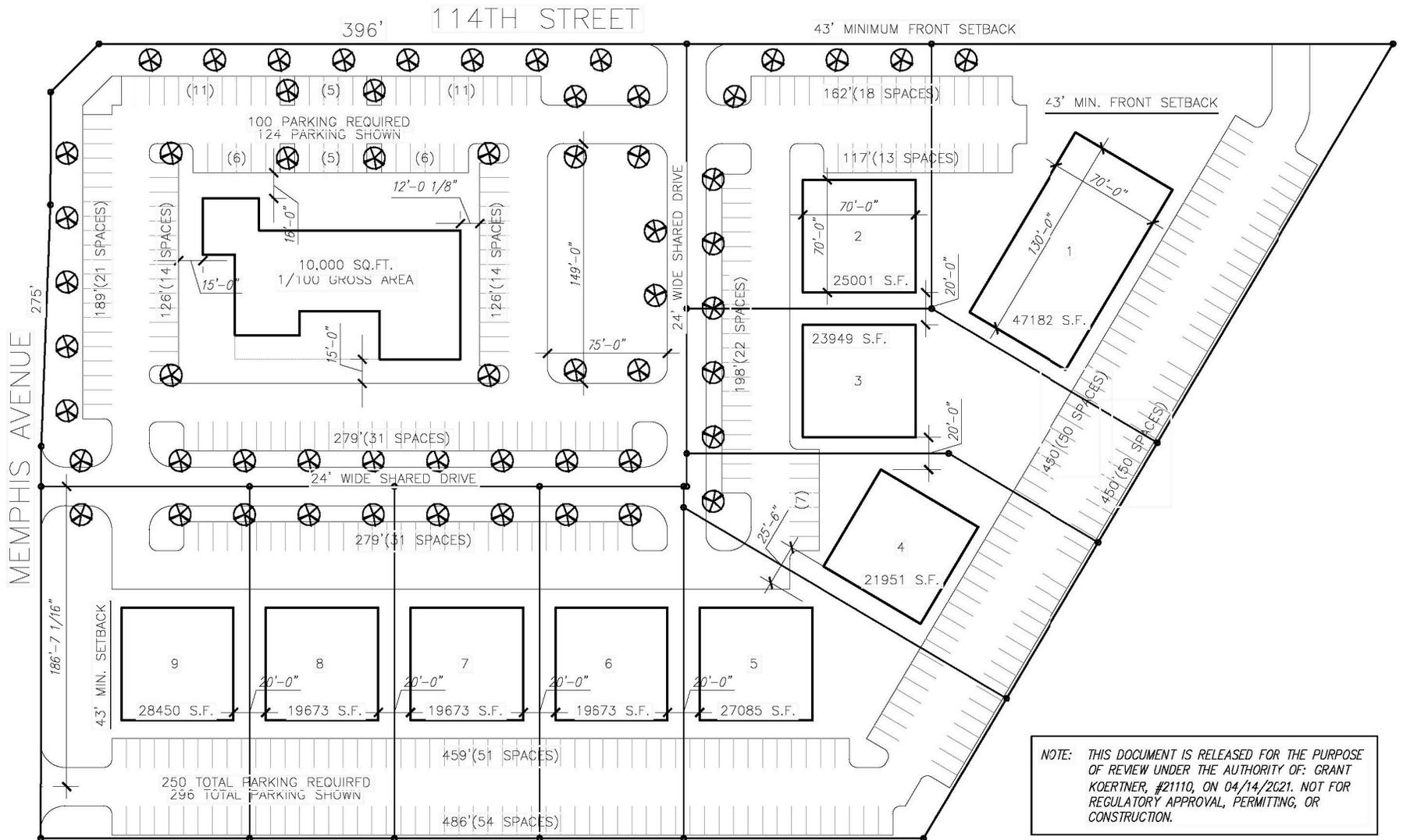
Preparer's Signature: [Signature]
Date: 04/01/2021 Printed Name: WILL STEPHENS

For City Use Only

Zone Case No: Planning and Zoning Commission Date:
Request for zoning change from: To:
Lots: Blocks:
Addition:

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.





**OPTION 1
SITE PLAN**

SCALE: 1" = 60'-0"

CONDRA Y DESIGN GROUP, INC.



PROJ. NO. 22116
DATE: 04/14/2021

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.: **3433**

In Favor

Opposed

Reasons and/or Comments:

Lubbock Land Investments III, LP
owner of the 5.65 acres at the
northeast corner of 117th + Memphis Ave
is in favor of P&Z case 3433.

Print Name Andy Bean
Signature: Andy Bean
Address: PO Box 64415, Lubbock, TX 79464
Address of Property Owned: Hatton Place Development
Phone Number: 806-798-0098
Email: andy@lubbocklandcompany.com

Zone Case Number: **3433**

R338762

Recipient 7 of 7

LUBBOCK LAND INVESTMENTS III LP
PO BOX 64415

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.: **3433**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Ed & Kathy Nichols
Signature: Kathleen Nichols
Address: 3803-113th St Lubbock
Address of Property Owned: ↑
Phone Number: 806-789-3702
Email: Kathy@mg-tx.com

Zone Case Number: **3433** R321646
NICHOLS FAMILY TRUST
EDUARD & KATHLEEN NICHOLS TRUSTEES
3803 113TH ST
LUBBOCK TX 79423

Recipient 5 of 7



RECEIVED APR 26 2021

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.: **3433**

In Favor

Opposed

Reasons and/or Comments:

Print Name: Brent McDonald - Senior Vice President
Signature: Prosperity Bank, Co-Trustee
Address: by ST/RS/SM/LL
1401 Ave Q, Lubbock, TX 79401
Address of Property Owned: R98366
Phone Number: 806.741.2371
Email: _____

Zone Case Number: **3433** R98366 Recipient 4 of 7
BAXTER TRUSTS
PROSPERITY BANK TRUST
1401 AVENUE Q
LUBBOCK TX 79401-3819

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.: **3433**

In Favor

Opposed

X

Reasons and/or Comments:

Print Name

STEVE PITTS & FAMILY

Signature:

Steve Pitts

Address:

8901 JUNEAU LBB TX 79424

Address of Property Owned:

R98418

Phone Number:

806-790-3800

Email:

SPITZ@SUDDENLINK.NET

Zone Case Number: **3433**

R98418

Recipient 2 of 7

PITTS STEPHEN & LARRY W &
LINDA P ROBERTS & LAURA P TAYLOR
PO BOX 65624

LUBBOCK

TX 79464



Regular City Council Meeting

8. 8.

Meeting Date: 06/08/2021

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider a request for Zone Case 3432, a request of Dwain Lane for Carolyn Lane Musgrave, for a zone change from Commercial District (C-4) and Local Retail District (C-2) to (C-4) with a Specific Use for a Dance Hall, at 1801 19th Street, and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, and consider an ordinance.

Item Summary

On May 25, 2021, the City Council held a public hearing, and the first reading of the ordinance was postponed to June 8, 2021. At the public hearing, the City Council inquired about the prior zone change to C-2 on a portion of this property. The prior zone change was initiated at the request of a City Councilmember and included all properties fronting 19th Street between University and Avenue Q. The minutes from the Planning and Zoning Commission and City Council meetings in which this prior zone case was heard are attached.

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 May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3432
Staff Report 3432
Documentation 3432
Planning and Zoning Commission Minutes - February 6, 2014
City Council Minutes - February 27, 2014
City Council Minutes - March 13, 2014

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3432; A ZONING CHANGE FROM C-4 AND C-2 TO C-4 SPECIFIC USE FOR A DANCE HALL, AT 1801 19TH STREET AND 1904 AND 1906 AVENUE R, LOCATED SOUTH OF 19TH STREET AND WEST OF AVENUE R, LANE ADDITION, BLOCK 1, LOTS 1, 2, 5, AND 6, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3432

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 and C-2 to C-4 Specific Use** for a **Dance Hall** zoning district at **1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, City of Lubbock, Lubbock County, Texas.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-4 and C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

yw/CityAtt/Kelli/Zones/ZC3432
May 6, 2021

Staff Report		Zone Case 3432
City Council Meeting		May 25, 2021

Applicant Dwain Lane

Property Owner Carolyn Lane Musgrave

Council District 1

Recommendations

- Staff recommends approval.

Prior Board or Council Action

- February 7, 1921: This property was annexed through Ordinance 197.
- March 13, 1941, Original Zoning Ordinance: This property was zoned Commercial District (District H) and Two-Family District (District B).
- December 22, 1960, Zone Case 0884: This property was zoned Commercial District (C-4).
- March 13, 2014, Zone Case 3224: The northern section of this property was zoned Local Retail District (C-2).
- May 6, 2021, Zone Case 3432: The Planning and Zoning Commission recommended approval of a zone change to C-4 with a Specific Use for a Dance Hall by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 2

Additional Information Compiled Since the May 25, 2021 City Council Meeting

The following table includes land uses that could potentially include the sale or consumption of alcohol for on and/or off premise consumption.

Land-Uses That Could Include the Sale or Consumption of Alcohol	
Local Retail District (C-2)	Commercial District (C-4)
Permitted Uses	Permitted Uses
Drug Store	Drug Store
Grocery Store - <i>greater than 3,000 s.f. but not greater than 35,000 s.f.</i>	Gasoline Service Station
Restaurants	Grocery Store
Package Store - <i>less than 8,750 s.f.</i>	Restaurants
	Package Store
	Microbrewery, microdistillery, or microwinery
	Wine, beer, or alcohol tasting facility
	Brewpub
Conditional Uses	Conditional Uses
Brewpub	
Grocery Store - <i>greater than 35,000 s.f.</i>	
Microbrewery, microdistillery, or microwinery	
Package Store - <i>greater than 8,750 s.f.</i>	

Land-Uses That Could Include the Sale or Consumption of Alcohol (<i>Continued</i>)	
Local Retail District (C-2)	Commercial District (C-4)
Conditional Uses	Conditional Uses
Wine, beer, or alcohol tasting facility	
Specific Uses	Specific Uses
Self-service gasoline sales	Commercial private clubs
	Game room, pool, billiard and/or domino parlors
	Nightclubs, bars or lounges

A Lubbock Police Department call summary report has been included in the case backup. This report includes calls to the addresses associated with this property from January 1, 2017 to May 27, 2021.

Site Conditions and History

The subject property was annexed in 1921 and was developed with a commercial building in 1941. The building was originally granted a certificate of occupancy as a café on January 10, 1942; and on February 6, 1974, the use of the building was changed to a public bar. On February 24, 1989, the bar was then turned into a game room and club.

Adjacent Property Development

The properties to the north, east and west are zoned C-2 and have been developed with commercial buildings. The property to the south is zoned C-4 and is developed with a parking lot.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1801 19th Street and 1904 and 1906 Avenue R, and is located south of 19th Street and west of Avenue R. The applicant requests to rezone the subject property from C-2 and C-4 to C-4 with a Specific Use for a dance hall.

Current zoning: Local Retail District (C-2) and Commercial District (C-4)

Requested zoning: Commercial District (C-4) with a Specific Use for a Dance Hall.

Intent Statements

The intent of the current C-2 zoning is “...to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares.”

The intent of the current and proposed C-4 zoning is “...to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered.”

The intent of the proposed Specific Use zoning is “...to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used.”

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along 19th Street and Avenue R. 19th Street is designated as Minor Arterial by the Master Thoroughfare Plan, 2018, and Avenue R is designated as a Local street. Minor Arterial roads are designed for a higher intensity of traffic, and Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property

The proposed zoning 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 principles outlined in the Comprehensive Plan designate this area for “Commercial/Light Retail”. The level of intensity for a dance hall is appropriate for this area, and C-4 would conform to the Comprehensive Plan principles and Future Land Use Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses that are already established. The existing building was used as a club and game room (Crossroads) until 2017; but according to the owner, it began its use as a venue (Stiletto’s) in 2019 and therefore it lost its nonconforming status as a bar/nightclub due to there being no alcohol sales for over a year. It appears that it was allowed to continue as a similar use when the current tenants occupied the building, and so the building still retains its nonconforming status as a dance hall today. Dance halls do not permit the sale of alcohol as an incidental use, and therefore this request would bring the use of the building into conformance with the zoning ordinances.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-4 zoning districts, or for the Specific Use of a Dance Hall.

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 documents
- I. Notification Response Letters
- J. LPD Call Summary 01/01/2017 - 05/27/2021

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Allowable Uses: [Commercial District \(C-4\)](#)

Transportation: The proposed development has points of access from 19th Street and Avenue R.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19 th Street <i>Minor Arterial, Completed</i>	R.O.W. 88 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
Avenue R <i>Local, Completed</i>	R.O.W. 50 feet, two-lane, undivided, paved	Two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.8 **Case 3432:** Dwain Lane for Carolyn Lane Musgrave

Request for a zone change from Commercial District (C-4) and Local Retail District (C-2) to C-4 with a Specific Use for a Dance Hall, at:

- 1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6.

PLANNER JACOB HAWKINS stated there were twenty-five (25) notifications sent out, with zero (0) returned in favor and two (2) in opposition, stating concerns about a possible increase in violence, the close proximity to Lubbock High School, and the potential to devalue the neighborhood. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

CHAIR ZACH SAWYER asked how long the property has been a dance hall. Mr. Hawkins stated it has been Stiletto’s Dance Hall since 2019, but deferred to the applicant to explain further.

APPLICANT DWAIN LANE 18810 FM 1730 co-owner of the property advised it has been operating for over 40 years as a bar. First was it was Town Draw, then Crossroads, but was shut down in 2019. At that time he took over the property again. The building was in disrepair, there was trash, weeds, people driving across the property, and homeless people breaking into the building often. Now he has a lease with Sandra who cleaned it up, erected a fence, repaired the roof, and spent a lot of time and money on it, but could not do anything with it for a year because of COVID. When she went to get a Certificate of Occupancy, she

Zone Case 3432

was told it was not zoned correctly. That is what has brought them in front of the board today to get the correct zoning for them to open as an event center.

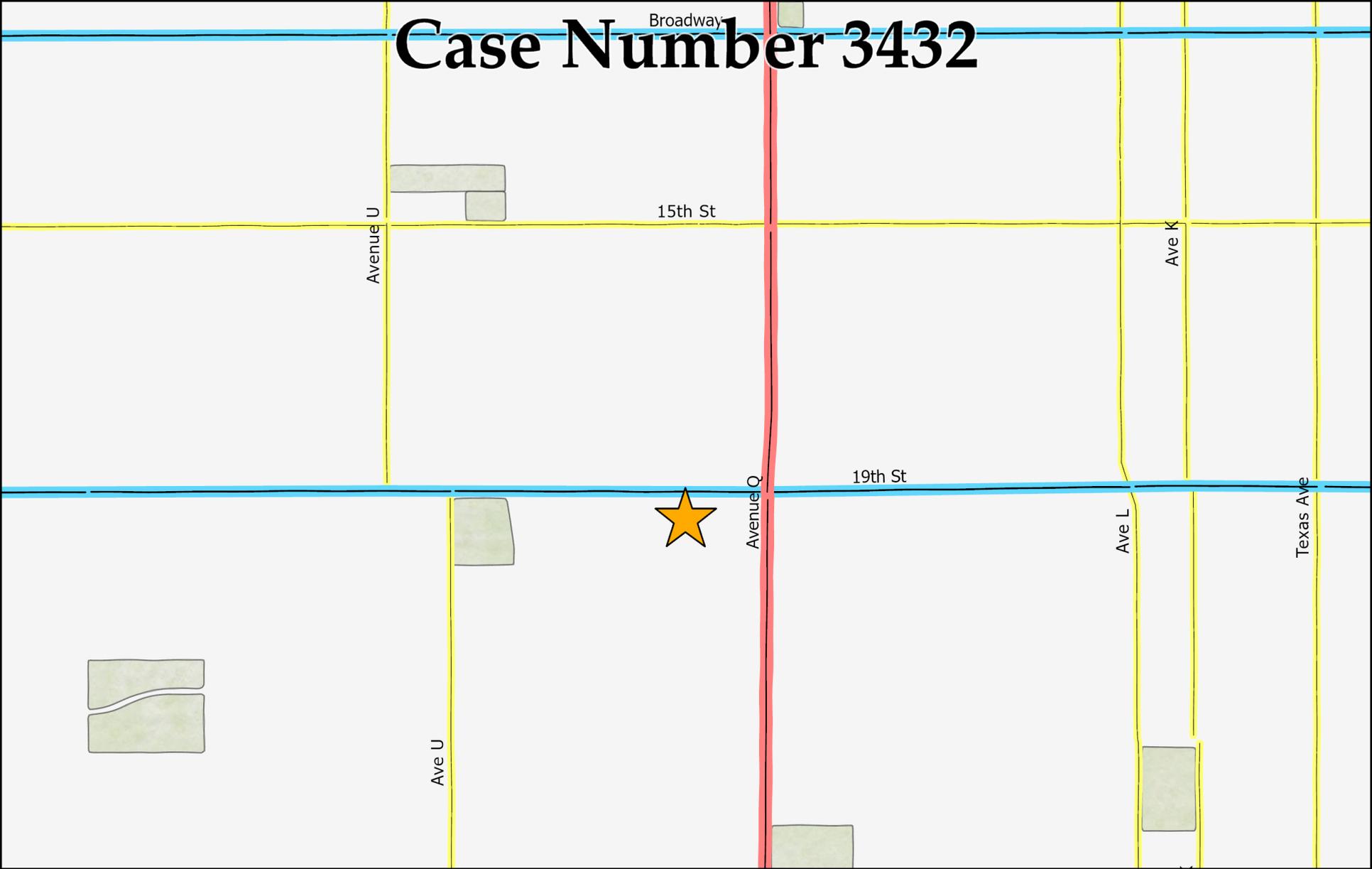
Public Hearing

No one spoke in favor or in opposition to the request.

BOARDMEMBER DAN WILSON asked for clarification on the required zoning for an event center. Mrs. Sager answered it is C-4 Specific Use for a Dance Hall, as the Code does not call out event center.

In the matter of **Zone Case 3432** a motion was made by **DAN WILSON** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3432

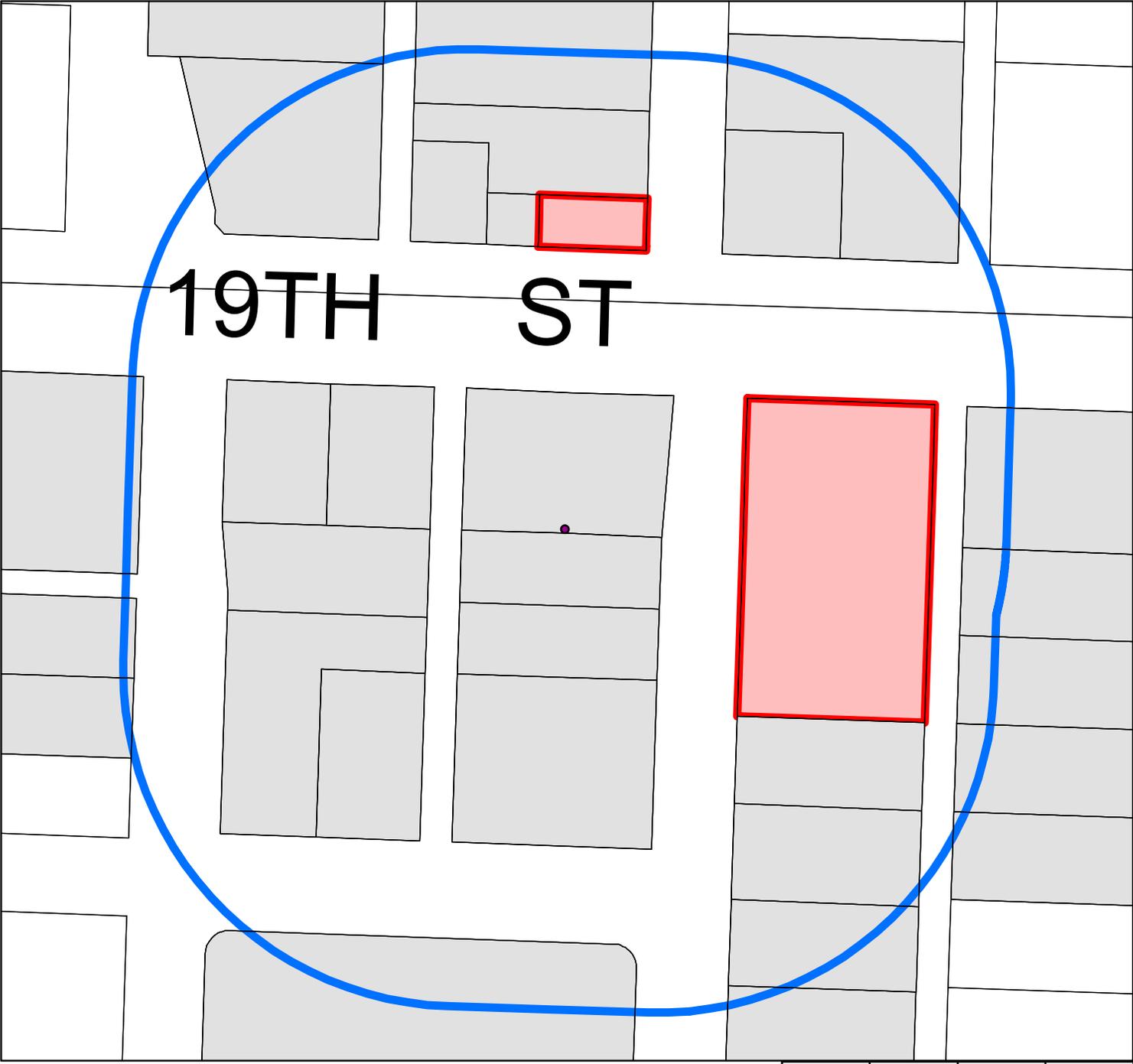


<p>Collector</p> <ul style="list-style-type: none"> Completed Partial Future 	<p>Minor Arterial</p> <ul style="list-style-type: none"> Completed Partial Future 	<p>Modified Arterial</p> <ul style="list-style-type: none"> Partial Future 	<p>Principal Arterial</p> <ul style="list-style-type: none"> Completed Partial Future 	<p>Freeway</p> <ul style="list-style-type: none"> Completed Partial Proposed Outer Loop 	 <p style="font-size: small; margin-top: 5px;">Date Exported: 4/12/2021</p>
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PZC Mailout Notifications Received



19TH ST



Legend

-  Mailout Buffer 3432
- Notification Result**
-  In Favor
-  No Feedback
-  Opposed

Created by Planning Department
Date: 5/6/2021

0 55 110 220 Feet

Case Number 3432

18TH ST

19TH ST

20TH ST

N

DIXIE DR

0 125 250 500 Feet

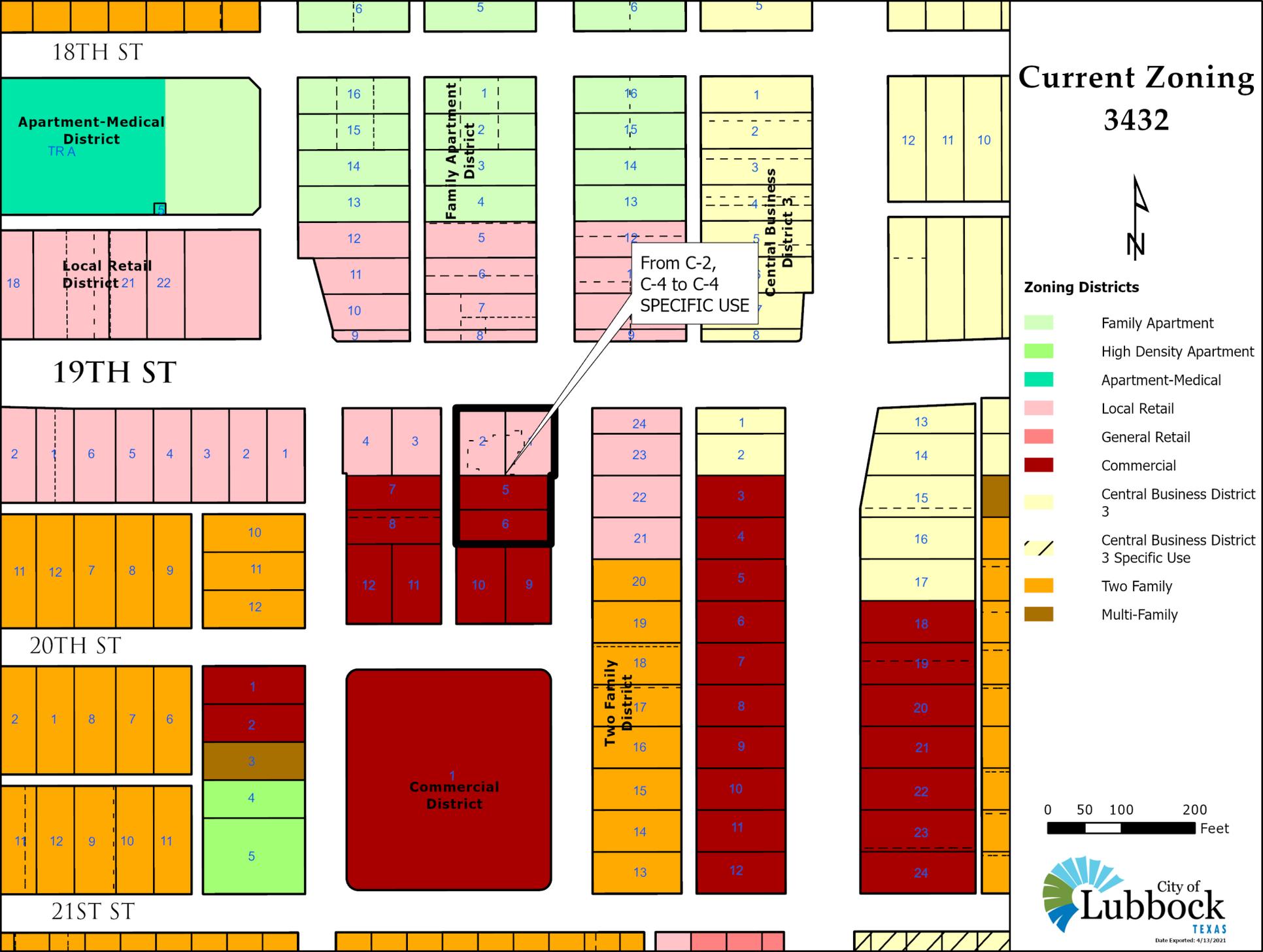
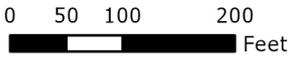


Current Zoning 3432



Zoning Districts

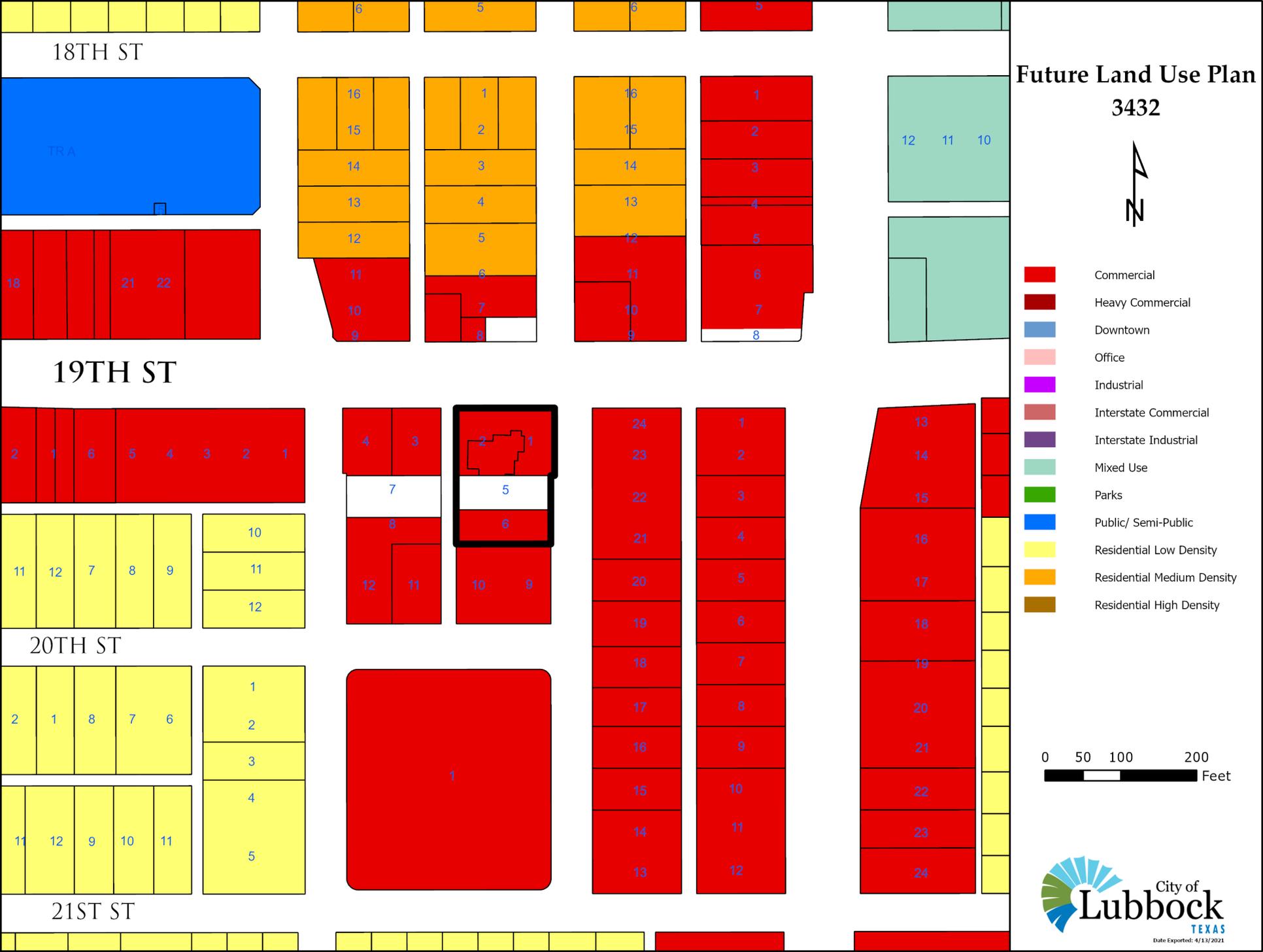
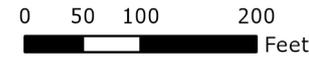
- Family Apartment
- High Density Apartment
- Apartment-Medical
- Local Retail
- General Retail
- Commercial
- Central Business District 3
- Central Business District 3 Specific Use
- Two Family
- Multi-Family



Future Land Use Plan 3432



- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



3432



View of subject property. View south.



View of adjacent property. View east.



View of adjacent property. View west.



View of adjacent property. View north.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1801-19th
Lots/Tracts: KANE SUBDIVISION Lots 1, 2, 3, 6
Survey & Abstract: _____
Metes and Bounds Attached: Yes No Total Acreage of Request: _____
Existing Land Use: EVENT CENTER Existing Zoning: C-2 & C-4
Requested Zoning: C4 SPECIFIC USE
If property is not subdivided, will a preliminary plat be submitted? Yes No

Representative/Agent Information (if different from owner)

Firm Name: _____
Name: DWAIN KANE
Address: 18810 FM 1730 City: Lubbock State: TEXAS
ZIP Code: 79424 Telephone: 806 789-4292 Email: DLHR@YALHO.COM
Applicant's Signature: Dwain Kane
Date: 3-26-2021 Printed Name: DWAIN KANE

Owner Information

Firm Name: _____
Owner: CAROLYN KANE MUSGRAVE
Address: P.O. BOX 118 City: CAMINO State: CA
ZIP Code: 95709 Telephone: 575 6495941 Email: LAR.CARIE@GMAIL.COM
Property Owner's Signature: Carolyn Kane Musgrave
Date: 3-31-2021 Printed Name: Carolyn Kane Musgrave

Preparer Information

Preparer's Signature: _____
Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____
Request for zoning change from: _____ To: _____
Lots: _____ Blocks: _____
Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

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.: **3432**

In Favor

Opposed

Reasons and/or Comments:

I am opposed to P&Z case 3432 as a property owner directly across Avenue R to the east of the property for which the zoning change is requested. I am opposed to the zone change because:

1. It is two blocks from Lubbock High School and is in close proximity to residential property.
2. Neighborhood is in transition and needs protection from deteriorating properties.
3. Just a few years ago 19th street was changed from C4 to C2 to improve the street.
4. It will devalue my own Parks Printing property which we have significantly improved.

I think dancing is okay, but this change is a little much to ask of the neighbors around it and will benefit no one but the parties requesting the change.

Thank you for your consideration and service on the board.

Print Name: DON R. PARKS
Signature: Don R. Parks
Address: 1715-19TH. Street
Address of Property Owned: 1715-19TH Street
Phone Number: 806-787-3190
Email: d.parks@parksolor.com

Zone Case Number: **3432**

R69973

Recipient 10 of 25

PARKS, DON R
1715 19TH ST

LUBBOCK

TX 79401



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.: **3432**

In Favor

Opposed

Reasons and/or Comments:

THIS Dance Hall is going to make the area Very Loud and cause more violence than already exist. There's going to be a lot more crime and fights. Too much violence
Martin Flores

Print Name: MARTIN FLORES
Signature: Martin Flores
Address: ~~1802-19th~~ 3405 I 27
Address of Property Owned: 1802-19th
Phone Number: 806 438-2723
Email: Martin8greg@yahoo.com

Zone Case Number: **3432**

R138382

Recipient 20 of 25

FLORES MARTIN

3405 INTERSTATE 27

LUBBOCK

TX 79404-2345



Call Type Codes

15 – civil disturbance

16 – domestic disturbance

46 – assist motorist

50 – traffic accident

57 – hit and run

500 – burglary

800 – alarm down

808 – check subject

1400 – criminal mischief

SS – subject stop

1400 – criminal mischief

F32 – Fire Department call

F32E – Fire Department call

CVC – coronavirus count

Call summary for: 01/01/2017 - 05/27/2021

Output for: 103776

Click on heading to change sort order.

Seq# IncName	Pri	Type	Zone	Area	Unit	From	To	Location
[3/01/17]								
#P170300180	3	808	Z2	003B	1124	11:10	11:34	CROSSROADS CLUB, LU
[3/07/17]								
#P170303766	2	16	Z2	003B	1127	10:13	11:26	CROSSROADS CLUB, LU
#F170300723	1A	F32	CITY	003B		10:16	10:17	CROSSROADS CLUB, LU
[4/05/17]								
#P170402778	3	SS	Z2	003B	1125	11:29	11:42	CROSSROADS CLUB, LU
#F170400460	1A	F32	CITY	003B	E1	11:29	11:39	CROSSROADS CLUB, LU
#F170400461	1A	F32	CITY	003B		11:30	11:31	CROSSROADS CLUB, LU
#F170400462	1A	F32E	CITY	003B		11:30	11:32	CROSSROADS CLUB, LU
[4/15/17]								
#P170409712	3	808	Z2	003B	2124	19:31	20:25	CROSSROADS CLUB, LU
[5/09/17]								
#P170505192	3	50	LISD	003B	5L47	08:35	09:09	1801 19TH ST, LU
[8/28/17]								
#P170817988	3	808	Z2	003B	1266	09:20	09:57	CROSSROADS CLUB, LU
[10/29/17]								
#P171017061	2	800	Z2	003B	2122	01:20	01:31	CROSSROADS CLUB, LU
[2/16/18]								
#P180212008	2	800	Z2	003B	1121	12:18	12:20	CROSSROADS CLUB, LU
[3/28/18]								
#P180322671	4	46	Z2	003B	1126	12:47	14:25	CROSSROADS CLUB, LU
[4/30/18]								
#P180424553	2	15	Z2	003B	2123	22:52	23:13	CROSSROADS CLUB, LU
[5/26/18]								
#P180521108	4	500	Z2	003B	1123	14:34	14:46	CROSSROADS CLUB, LU
[9/12/18]								
#P180907320	4	1400	Z2	003B	1124	13:39	14:13	CROSSROADS CLUB, LU
[6/17/19]								
#F190601907	1A	F32	CITY	003B		11:24	11:27	CROSSROADS CLUB, LU
[3/06/20]								
#P200303779	2	15	Z3	003B	31D1	11:12	11:51	1801 19TH ST, LU
[3/07/20]								
#P200304739	3	57	Z3	003B	32A2	19:13	01:27	1801 19TH ST, LU
[6/27/20]								
#P200618366	3	CVC	Z3	003B	32B3	21:54	22:24	1801 19TH ST, LU

motion and the Commission voted 8 (in favor) to 0 (in opposition) to approve the motion with the following condition:

1. Screening fence along the west property line (front) is not required.

7. **ZONE CASE NO. 3224:** Request of City of Lubbock for a zoning change from C-4 to C-3 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen's Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition (along 19th Street between University Avenue and Avenue Q).

DREW PAXTON advised this request came from a citizen and City Council member concerned for this corridor of 19th Street as described between University Avenue and Avenue Q. In looking at the current zoning being a heavy commercial zoning and the impact that has on that major entrance corridor of Lubbock from the Interstate, and in conjunction with the efforts we are putting into revitalizing downtown and some of the new zoning districts downtown, east of Avenue Q, we felt this would be a viable step in moving forward as 19th Street begins to redevelop with some of the upcoming changes. The current request is for C-3. There has been some discussion about possibly stepping that request down to C-2. He will remind the Commission they do have that authority to move to a more restrictive district if they feel it is appropriate. They cannot move to a less restrictive district.

JULIE HODGES, 2409 29th Street, spoke in favor of the request. She is the president of the Heart of Lubbock Neighborhood Association, whose boundaries are Avenue Q, University Avenue, 19th Street, and 34th Street, so this impacts a huge side of her neighborhood. Their neighborhood is working very hard to revitalize itself. They have been one of those neighborhoods that have gone downhill a little bit over time and they are pushing to bring it back up. They are doing all kinds of efforts and the City is putting money into their park and they have gotten grants to plant trees around the neighborhood. They are working with Codes and all the departments within the City they can to really revitalize the neighborhood. She feels it is very necessary to take a look at the businesses along 19th Street as part of their neighborhood. They are one of those rare neighborhoods where they are surrounded by businesses on every side, even on University there is some residential mixed with businesses. It is very important that these businesses represent a neighborhood coming alive and being revitalized instead of going downhill. She is very much for this and is also a mother of children that attend Lubbock High, so there is another personal reason she thinks this is a great idea and a very good thing for their neighborhood.

BARBARA AIRHART, 4516 15th Street, spoke in favor of the request. She currently serves as the Lubbock High School Parent Teacher Student Association president. PTA's mission is to make every child's potential a reality

by engaging and empowering families and communities to advocate for all children. Their board supports the zoning change for several reasons; it would provide a more suitable environment for their historic school which serves as an anchor for this community. It would help stabilize their neighborhood, which has recently lost several businesses, due to the closing of their school lunch period. It would allow for more thoughtful decisions to be made concerning business entrances and traffic which directly influence the safety of their children. It is for these reasons they support this zoning change, thank you for your service to our community and consideration.

GEORGE NELSON, 3804 64th Drive, spoke in favor of the request. He grew up at 2120 17th Street. It has been a while since he lived there, but his heart is still in that area. He is appearing tonight as the past president and present board member of the Lubbock High School Alumni Association, which represents thousands of people whose hearts are at Lubbock High School, which is the most unique high school in the United States. Outstanding student body, outstanding record in probably everything but football, though we are working on that and he would like to say they are interested in protecting the integrity of the environment surrounding Lubbock High School.

DAN POPE, 3211 21st Street, spoke in favor of the request. He owns property at 1607 Broadway, but today he comes representing the Lubbock ISD Board of Trustees. He is a member of our Facilities Committee and they are supportive of these changes. They certainly are cognitive of the fact these changes would impact some existing businesses that would be grandfathered in, but much like Mr. Nelson said, they feel like Lubbock High School is unique and as you know, three of our four high schools are land locked. We are not closing any high schools any time soon. We have every reason to preserve those schools and he thinks it is our intent to be good neighbors in the neighborhoods where we exist and to be good stewards of taxpayer's dollars and he thinks we are proud of what is going on at Lubbock High. We have continued to invest in Lubbock High. We are working on HVAC there now as we speak. We have some drainage issues to deal with there and they are going to spend money on the auditorium that needs some work. As we bring bond issues to the citizens, we will have to continue to provide maintenance capital for all of our schools including Lubbock High, so we are supportive of this change.

PAMELA BRINK, president of the Lubbock Heritage Society, spoke in favor of the request. She advised she would like to go on record stating they care very much about historic structures in Lubbock and of course Lubbock High is the crown jewel of architecture in this city and so they definitely support this, just because we need to buffer this lovely structure with the very best around it. **CHAIR TURNER** advised Ms. Brink just co-authored a book that is a pictorial history of Lubbock. If you are interested in such things, he would recommend it.

ABDULLAH ZETE, 2143 19th Street, asked for clarification on the request. He owns a business on 19th Street, a car dealership called Southwest Marketing. He wants verification on what the proposal is. **CHAIR TURNER** advised the proposal is to go from heavy commercial to more restrictive commercial in terms of the types of businesses and the size of the businesses located there. Present

businesses that are existing right now, if this proposal passes, will be grandfathered, which means they may be a non-conforming use, but even though they are non-conforming they will be allowed to continue business. They will not be put out of business and they can even go up to a year not operating. As long as they start operation again within that year, they will still be able to continue to do it. **MR. ZETE** asked if someone has been there for 13 years, they will not be closed down? **CHAIR TURNER** advised they will not be closed down. If this passes, it will not close anyone down. It is just going to restrict new uses in the future.

KELLY FALLON, 2320 14th Street, spoke in favor of the request. He would highly encourage the board to be more restrictive and have C-2 zoning. He feels he is a perfect example of this. For South Overton and Heart of Lubbock, they are trying to revitalize this area of downtown. How do you get young families like him to want to move in there, when you have those businesses lining that block? He is engaged and he and his fiancé also have property at 2206 17th Street which is currently an empty lot. He wants to build a single family home and raise his family there. Unfortunately, she is against that right now because of the businesses that line that block currently. He would encourage the board to be more restrictive for people like him, because over time you are looking for people. There is no reason these neighborhoods can't be like Tech Terrace that is just across the way.

DOUG EVERETT, 1801 19th Street, spoke in opposition to the request. He owns a business on 19th Street and Avenue R. It is a club that has been there for 40 years. He wants to make sure that he does not lose his value. If he goes to sell his business, he does not just have the value of the building, but the value of the business. **MR. PAXTON** advised with the existing businesses that are listed a C-4 uses, those would become legal non-conforming or a grandfathered use. The city zoning code defines the grandfathered use as the business can stay there as long as it continues to operate. If it is vacant for longer than 365 days, then that business would cease to exist. In the matter of selling the club, they could close the doors and as long as another business comes in as a club within 365 days, they could open as a legal bar. **TONY RENTERIA** asked if it would have to keep the same name. **MR. PAXTON** advised it would not. It is not tied to the name or ownership. We are strictly talking land use. It is the same for the car dealerships. If one dealership sells to another one, as long as it is not vacant for more than 365 days, that use does remain.

DON PARKS, 2607 22nd Street, spoke in opposition to the request. His family has owned and operated Parks Printing at 19th Street and Avenue R. They have been in that location for 56 years. He has mixed emotions because he has been a friend to South Overton, the Heart of Lubbock Neighborhood Association, and Tech Terrace where he has lived for 29 years. He understands the problems that the neighborhoods are facing and he also feels like 19th Street should be dressed up. It is a corridor to Texas Tech and downtown. In his case, they started on that corner with 5,000 square feet and as their business has grown over the years, they have added onto it three times and each time they did, they applied for C-4 zoning. Now we have about 19,000 square feet at that location and it is really a building built for light manufacturing. He is concerned if he ever wishes to sell

that property, even though he could sell it to another printer, it is unlikely another printer would buy it. Because of the way the building is laid out, he does not think anyone but someone in a light manufacturing type business would want it. He is concerned about the value of his property. His wife asked him how long he was going to continue to go to work down there. He said he had been going down there for 56 years, because he started when he was 13. He asked her what she was going to do and she said she would send him a postcard. He is concerned about the future and if there were a way this could be worked out so that his property was taken out of the zone, or an exception made so he could sell it as C-4 property, he would be in favor. **CHAIR TURNER** advised if he sold it to another printer, they could do it, but in C-2 restrictions, it allows buildings up to 35,000 square feet. For example, a floor shop up to 35,000 square feet, a furniture store, hardware store, office supply, grocery store, household appliance store, sporting goods store, sports grill, etc. There are a lot of other conforming uses that are in a C-2 zone.

ELAINE EVERETT advised she wants to clarify that if this case passes, all existing businesses are still grandfathered cloused under this C-2 proposition of zoning. **CHAIR TURNER** advised that is correct.

ABDULLAH ZETE, 2143 19th Street, advised regarding Lubbock High, there should be more bridges on that school so kids can cross over. It is very dangerous crossing the road. **CHAIR TURNER** advised this board is not the right submission for that request. **DAN POPE** advised they have closed those parking lots. In their new addition they also built a parking lot where the band practices so they do not traipse across 19th Street to the south of the elementary school to practice as they did for many years. They are trying very hard to solve that problem.

MR. PAXTON advised looking at "down zoning," going to a more restrictive zoning district is not necessarily an unprecedented case from the City's standpoint. Three main examples: Interstate 27, once it was built, much of that commercial and industrial property was rezoned from C-4 and M-1 to IHC and IHI to help clean up that corridor. Same thing with Marsha Sharp Freeway and with the entire square mile of downtown to the Central Business Districts, which now consists of five different districts, hoping to spur that redevelopment of downtown. That is what we are looking to do with this mile of 19th Street; help spur redevelopment and as things do redevelop, some of these buildings are very old commercial buildings needing renovations, new businesses moving in, just trying to put a positive impact on the ground as far as how that is redeveloped. In the grand scheme of things, we are talking about 12-15 different businesses that would be legal non-conforming or grandfathered businesses in the entire square mile. The main emphasis is protection of that corridor and the historic nature of Lubbock High, which is a National Register Landmark. You have heard from several of the different groups involved in this area: both the neighborhoods to the north and south. Unlike current commercial development today, these neighborhoods are across a 15 foot alley from these major commercial corridors. They are narrow corridors, but both neighborhoods back right up to the commercial. Whereas, with current development we have pushed that commercial to the corner to help protect the neighborhood, so this is adding

an additional level of protection for both of those aging neighborhoods looking to spur redevelopment themselves. Specifically to the C-2 or C-3, staff is in favor of either. The C-3 takes out the majority of the uses that have brought up concerns in the discussions between Councilman Hernandez and some of the neighbors. C-2 takes care of all of the uses that have been brought up as concerns. Since we did not have any other public hearing except this one, Staff felt it was important to advertise it as C-3 and allow the commission that latitude to go C-3 or C-2, whichever the felt was more appropriate. As far as the size of the commercial, it is actually more appropriate as C-2. If you redeveloped an entire block C-3, some of those uses would fit, but as far as the current size of most of these businesses, most of the C-2 uses would fit very well. It is not that C-3 is not a good fit, but C-2 may be better. The only one example I can think of specifically: this corner is a gas station and C-2 would not allow gas pumps. Other than that, the majority of this corridor, C-2 or C-3 would be appropriate. The gas station would still be grandfathered. The C-2 or C-3 discussion does not change he grandfathered status regardless.

MR. McKEE asked of the people that spoke in favor of the change to C-3, if there is anyone that would be opposed to C-2. There was no one opposed.

Motion was made by **TODD McKEE** that the Planning and Zoning Commission recommend to the City Council this request be granted with Staff recommendations and the zoning be changed to C-2 instead of C-3. **TONY RENTERIA** seconded the motion and the Commission voted 8 (in favor) to 0 (in opposition) to approve the motion.

OTHER BUSINESS

1. Review and approval of the January 7, 2014 minutes.

Upon motion being made by **VICE CHAIR DAN WILSON**, seconded by **TODD McKEE**, the Commission members voted unanimously to approve the January 7, 2014 minutes as submitted.

2. Discuss and approve a change to the June 2014 Planning and Zoning Commission meeting date.

This item was not heard and will be moved to the March meeting.

PLATS

Rule 12

1. **Playa Vista Addition, Tract C** (Located north of 82nd Street and east of Oakridge Avenue).

Recommend approval subject to the following conditions:

1. The following shall be indicated and/or stated on the face of the plat:
 - a. Heavy lines indicate plat limits.
 - b. All streets, alleys, and easements within plat limits are herein dedicated, unless noted otherwise.

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 27, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of February, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

3:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

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

- *Executive Session; 2.1-2.3; 2.6; 2.5; 2.7; 6.16-6.17; Citizen Comments 3.1-3.3; 4.1; 6.1; Citizen Comments 3.4 (sign-ups); 6.15; 6.2; 6.4-6.5; 6.8-6.14; 6.19; 5.1.2-5.4; 5.8-5.29; 5.33-5.36; 5.1-5.1.1; 5.5; 5.7; 5.6; 5.30-5.32; and 8.1 - Open Citizen Comments (sign-ups).*
- *Items 2.4; 6.3; 6.6-6.7; and 6.18 were deleted.*

1. Executive Session

The meeting was called into a closed session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:21 p.m.

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
 1. 1. 1. Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengove, Individually and as representatives of the Estate of Jared Trengove.
 1. 1. 2. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.
 1. 1. 3. Discuss the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.

1. 1. 4. Hotel occupancy tax audit deficiency collections.
1. 1. 5. Cause No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.
1. 1. 6. Discussion of sovereign immunity concepts and principles with respect to contracts entered into by the City of Lubbock.
1. 1. 7. Cause No. 3094-2013, City of Lubbock v. 1913 Baylor Avenue, Municipal Court of the City of Lubbock, Lubbock County, Texas. (Villa Del Norte)
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 1. 2. 1. Police Station
 1. 2. 2. Omni Building
 1. 2. 3. Future Fire Station
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters.
 1. 3. 1. City Attorney
 1. 3. 2. City Manager
 1. 3. 3. City Secretary
 1. 3. 4. City Treasurer
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 1. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 1. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
 1. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.
1. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Urban Design & Historic Preservation Commission, Urban Renewal & Neighborhood Redevelopment Commission, and Zoning Board of Adjustment.

6:21 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Dr. Marcus Murphy, Pastor of Oakwood Baptist Church.

Dr. Marcus Murphy, Pastor of Oakwood Baptist Church, led the invocation.

2. 2. Pledges of Allegiance.

Pledges of Allegiance were given by those in Council Chambers to the United States flag and the Texas flag.

2. 3. Presentation of a special recognition to Connor Perryman in commemoration of his 6th birthday being held at the Texas Tech Museum on March 2, 2014.

Council Members Todd R. Klein and Floyd Price presented a special recognition to Connor Perryman in commemoration of his 6th birthday being held at the Texas Tech Museum on March 2, 2014. Connor invited everyone to come to his birthday party at the Texas Tech Museum and asked those who attend to bring a wrapped toy that will be donated to the UMC Children's Hospital.

2. 4. Presentation of a special recognition to the Rape Crisis Center for Sexual Assault Awareness Month.

This item was deleted.

2. 5. Presentation of a special recognition for the Water Smarter Initiative.

Mayor Pro Tem Karen Gibson presented a special recognition for the Water Smarter Initiative. Aubry Spear, Director of Water Resources; and David Putman, Lubbock citizen, appeared to accept the recognition and both gave comments on the importance of water conservation.

2. 6. Presentation of a special recognition of National AMD (Age-Related Macular Degeneration) and Low Vision Awareness Month.

Council Members Todd R. Klein and Floyd Price presented a special recognition of National AMD (Age-Related Macular Degeneration) and Low Vision Awareness Month. Dr. David McCartney, Professor and Chairman, Department of Ophthalmology & Visual Sciences - Texas Tech University Health Science Center School of Medicine; and Sarina Chasco, LVN and Outreach Health Educator for the Community Health Center of Lubbock, appeared to accept the recognition and gave comments on the importance of regular eye exams.

2. 7. **Board Recognitions** : Council Member Latrelle Joy presented the following board recognitions.

Central Business TIF Reinvestment Zone Board of Directors:

Henry Patel

Market Lubbock, Inc. Board of Directors:

Calvin Davis

Lance Peters

Urban Design & Historic Preservation Commission:

Mattie Been (unable to attend)

James "David" Rogers (unable to attend)

Zoning Board of Adjustment:

Zane Vaughn

3. Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:

- shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or
- shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

3. 1. Deanne Clark will appear before the City Council to discuss budget concerns, specifically to freeze raises.

Deanne Clark appeared before City Council to discuss City debt, facility maintenance, taxes, and other budget related issues.

3. 2. Mikel Ward will appear before the City Council to discuss agenda item 6.17 to issue debt without voter approval and amending budget on salaries mid-year.

Mikel Ward appeared before City Council to discuss budget issues and revenue bonds.

3. 3. Burley Owen will appear before City Council to discuss agenda item 6.11-6.14, regarding salaries and Power Planning Committee.

Burley Owen appeared before City Council to speak against City raises and in opposition of item 6.14 (establishing a Power Plan Committee).

3. 4. Sign-ups:

- Holle Humphries; Dave Lewis; Tai Kreidler; Richard Sims; Ryan Van Dusen, Director of Military and Veteran Programs at Texas Tech University; Dr. Stephen Maxner, Director of the Vietnam Center and Archives at Texas Tech University; Lou Ortiz, and Dr. Heather West appeared before City Council to speak in support of item 6.15 (creating a Veterans Advisory Committee).
- Lana Moore appeared before City Council to speak in opposition of items 6.6 and 6.7 (Atmos Energy Corporation's Statement of Intent to increase rates).

4. Minutes

4. 1. January 23, 2014 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve the January 23, 2014 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

5. **Consent Agenda - Items considered to be routine and 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 Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve items 5.1.2-5.4; 5.8-5.29; and 5.33-5.36.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0019, Amendment 10, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.

This question was divided.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0019 pertaining to all other items except the TDHCA funding for the Comprehensive Energy Assistance Program.

Vote: 7 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0019 pertaining only to the TDHCA funding from the Comprehensive Energy Assistance Program.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 1. 1. **Resolution - Lubbock Emergency Communication:** Resolution No. 2014-R0084 authorizing the execution of the Lubbock Emergency Communication District PSAP Grant 2013-2014.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0084.

Vote: 7 - 0 Motion carried

5. 1. 2. **Resolution - Community Development:** Resolution No. 2014-R0061 authorizing the Mayor to execute contract 11778 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund utility assistance programs to low-income families and individuals.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0020, Amendment 11, amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0025, Amendment 12, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.
5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0026, Amendment 13, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.
5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0030, Amendment 14, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street - Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0030.

Vote: 7 - 0 Motion carried

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0031, Amendment 15, amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.

Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0031.

Vote: 7 - 0 Motion carried

5. 7. **Resolution - Public Works Engineering:** Resolution No. 2014-R0085 authorizing the Mayor to execute contract 11504 with Kimley-Horn and Associates, Inc. for the design and engineering of Erskine Street from Quaker Avenue/Texas Tech Parkway to Indiana Avenue, RFQ 13-11504-TF.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0085.

Vote: 7 - 0 Motion carried

5. 8. **Resolution – Public Works Engineering:** Resolution No. 2014-R0062 authorizing the Mayor to execute contract 11710 with Utility Contractors of America, Inc. for the Slide Road water line extension, RFP 14-11710-TF.

5. 9. **Resolution – Public Works Engineering:** Resolution No. 2014-R0063 authorizing the Mayor to execute Amendment 1 to contract 11259 with Kimley-Horn and Associates, Inc. for professional engineering services associated with the South Sanitary Sewer System Extension Phase II-A.

5. 10. **Resolution – Public Works Engineering:** Resolution No. 2014-R0064 authorizing the Mayor to execute contract 11668 with Garney Companies, Inc for the construction of the Bailey County Well Field Supply Pipeline - Contract B, RFP 14-11668-MA.
5. 11. **Resolution – Public Works Engineering:** Resolution No. 2014-R0065 authorizing the Mayor to execute Amendment 3 for professional services contract 10844 dated February 13, 2014, with Freese and Nichols, Inc. (FNI) for services associated with Construction Phase Services for the Bailey County Well Field Supply Pipeline - Contract B.
5. 12. **Resolution - Traffic Engineering:** Resolution No. 2014-R0066 authorizing the Mayor to execute contract 11690 with Utility Contractors of America, Inc. for Traffic Engineering trenching and boring services, RFP 14-11690-TS.
5. 13. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0018 abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.
5. 14. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0027 abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.
5. 15. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0028 abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.
5. 16. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0029 abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.
5. 17. **Resolution-Right-of-Way:** Resolution No. 2014-R0067 authorizing the City Council to accept on behalf of the City an easement from Truman Lewis and Mona Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System easement located in Section 3, Block JS.
5. 18. **Resolution - Right-of-Way:** Resolution No. 2014-R0068 authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Dramatic Order of The Knights of Khorassan, a non-profit Fraternal organization regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being in Block E, Section 8.
5. 19. **Resolution - Right-of-Way:** Resolution No. 2014-R0069 authorizing the City Council to accept on behalf of the City an easement from Newman Lusk regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS.
5. 20. **Resolution - Right-of-Way:** Resolution No. 2014-R0070 authorizing the City Council to accept on behalf of the City an easement from Phillip Johnson and wife, Gertrude Johnson regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.
5. 21. **Resolution - Right-of-Way:** Resolution No. 2014-R0071 authorizing the City Council to accept on behalf of the City an easement from Mark L. Roush, Individually, and as Partner for BR Farms, a Texas General Partnership regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.

5. 22. **Resolution - Right-of-Way:** Resolution No. 2014-R0072 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Ed Sena, Director of Church Services for Lubbock Area Baptist Association, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 10, Block JS.
5. 23. **Resolution - GIS and Data Services:** Resolution No. 2014-R0073 authorizing the Mayor to execute Amendment 2 to contract 10956 with Tyler Technologies, Inc. The amendment will provide additional software, unlimited licensing for software modules already contracted and implementation services for a new code enforcement system.
5. 24. **Resolution - Facilities:** Resolution No. 2014-R0074 authorizing the Mayor to execute contract 11732 with CS Advantage, USAA, Inc. for roof replacement blower building 4 at Southeast Water Reclamation Plant, RFP 14-11732-MA.
5. 25. **Resolution - Facilities:** Resolution No. 2014-R0075 ratifying the act of the City Manager in executing contract 14-11743-JOC with Minnix Commercial Partners, LTD for storm related repairs to the Meter Shop at Municipal Hill.
5. 26. **Resolution - Facilities:** Resolution No. 2014-R0076 authorizing the Mayor to execute contract 11748, an agreement with Condray Design Group, Inc. for professional architectural and engineering services for the renovations of the Mae Simmons Senior and Community Centers located at 2004 Oak Avenue.
5. 27. **Resolution - Aviation:** Resolution No. 2014-R0077 authorizing the Mayor to execute contract 11582 with DFW Consulting Group, Inc. for Architectural/Engineering Services for Lubbock Preston Smith International Airport Terminal Building Fire Alarm System Improvements, RFQ 14-11582-TF.
5. 28. **Resolution - Civic Center:** Resolution No. 2014-R0078 authorizing the Mayor to execute contract 11528 with Honeywell International Inc. to provide heating, ventilation and air condition (HVAC) maintenance services for Civic Center, Coliseum and Auditorium, RFP 13-11528-DG.
5. 29. **Resolution - Community Development:** Resolution No. 2014-R0079 authorizing the Mayor to execute contract 11755 with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).
5. 30. **Resolution - Community Development:** Resolution No. 2014-R0086 confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for The Vineyards development which will be located at the southwest corner of 94th Street and Milwaukee Avenue.

Quincy White, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0086 with the following amendment:

- striking the words "No Objection" and inserting "Supports".

Vote: 7 - 0 Motion carried

5. 31. **Resolution - Community Development:** Resolution No. 2014-R0087 confirming that the City of Lubbock has “No Objection” to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Reserves at Copper Ranch development which will be located west of the northwest corner of 114th Street and University Avenue.

Quincy White, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0087 with the following amendment:

- striking the words "No Objection" and inserting "Supports".

Vote: 7 - 0 Motion carried

5. 32. **Resolution Community Development:** Resolution No. 2014-R0088 confirming that the City of Lubbock has “No Objection” to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Beacon Hill development which will be located on the southeast corner of Ironton Avenue and 71st Street.

Quincy White, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0088 with the following amendment:

- striking the words "No Objection" and inserting "Supports".

Vote: 7 - 0 Motion carried

5. 33. **Resolution – Police:** Resolution No. 2014-R0080 authorizing the Mayor to execute contract 11774 a Professional Services Agreement with Dr. Andrew Young to provide services as a crisis intervention specialist.

5. 34. **Resolution – Police:** Resolution No. 2014-R0081 authorizing the Mayor to execute contract 11761 with Forensic Nurse Staffing of West Texas (FNSWT) for the specialized service of the collection of biological evidence.

5. 35. **Resolution - Fire Services:** Resolution No. 2014-R0082 authorizing the Mayor to execute contract 11776 with South Plains College to provide for the use of Lubbock Fire Training Facilities to train students.

5. 36. **Resolution - City Attorney:** Resolution No. 2014-R0083 authorizing the City Council to execute the Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengove, Individually and as representatives of the Estate of Jared Trengove.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0021 request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen’s Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:37 p.m.

LeEarl Bryant, Roger Settler, Kelly Fowler, and Linda Hogan appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 7:47 p.m.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0021.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

- 6. 2. Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0022 request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street, and consider an ordinance.

Drew Paxton, Director of Planning, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 8:38 p.m.

Andrew Zamora appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0022.

Vote: 7 - 0 Motion carried

- 6. 3. Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to M-2 on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.

This item was deleted.

- 6. 4. Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0023 request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:40 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:41 p.m.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0023.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0024 request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:41 p.m.

Terry Holeman, Director of Development Services with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:44 p.m.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0024 with the following amendment under "Metes and Bounds Description":

- "2. THAT two curb cuts be allowed on the south property line, along 11th Street".

Vote: 7 - 0 Motion carried

6. 6. **Public Hearing 6:30 p.m. - City Attorney:** Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

This item was deleted.

6. 7. **Ordinance 1st Reading - City Attorney:** Consider adoption of an ordinance regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

This item was deleted.

6. 8. **Resolution - Planning:** Resolution No. 2014-R0054 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 1401 University Avenue, for an off-premise alcoholic beverage permit.

Drew Paxton, Director of Planning, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0054.

Vote: 6 - 1 Motion carried

NAY: Council Member Jim Gerlt

6. 9. **Resolution - Fleet:** Resolution No. 2014-R0055 authorizing the Mayor to execute purchase order contract 31018285 with Associated Supply Company, Inc. for three backhoe loaders.

Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0055.

Vote: 7 - 0 Motion carried

6. 10. **Contract Resolution – Public Works Engineering:** Resolution No. 2014-R0056 authorizing the Mayor to execute contract 11644 with Archer Western Construction, LLC for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Improvements Project, RFP 14-11644-TF.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0056.

Vote: 7 - 0 Motion carried

6. 11. **Resolution:** Resolution No. 2014-R0057 - Memorandum of Understanding with Mitchell Satterwhite in connection with the position of Interim City Attorney.

This question was divided.

Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0057 pertaining to all other items except Memorandum of Understanding No. 3.

Vote: 7 - 0 Motion carried

6. 12. **Resolution:** Resolution No. 2014-R0058 adjusting the compensation of the City Secretary.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0058 with the following amendments:

- to increase the annual compensation to \$135,000, and
- the amount be retroactive to February 1, 2014.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Todd R. Klein

6. 13. **Resolution:** Resolution No. 2014-R0059 adjusting the compensation of the City Manager.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0059 with the following amendments:

- to increase the annual compensation to \$235,000, and
- the amount be retroactive to February 1, 2014.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

6. 14. **Resolution - Mayor:** Resolution No. 2014-R0060 directing the City Manager to establish a Power Plan Committee to evaluate and analyze all feasible and potential sources of electrical power generation for the next 100 years, including alternative and renewable sources.

Mayor Glen C. Robertson; James Loomis, City Manager; and Jerry Bell, Electric Utility Board Vice Chair, gave comments and answered questions from Council

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0060.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

6. 15. **Resolution - Councilman Todd Klein:** Resolution No. 2014-R0053 creating a Veterans Advisory Committee to study and make recommendations regarding benefits, services and assistance for veterans in the City of Lubbock.

Council Member Todd Klein, and Judge Drue Farmer gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0053.

Vote: 7 - 0 Motion carried

6. 16. **Resolution - Finance:** Resolution No. 2014-R0051 accepting the City of Lubbock Comprehensive Annual Financial Report for fiscal year ended September 30, 2013.

Pam Moon, Director of Finance; Rick Trice, Audit Committee Chairman; Kevin Kemp, Partner with BKD Advisors; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0051.

Vote: 7 - 0 Motion carried

6. 17. **Resolution - Finance:** Resolution No. 2014-R0052 authorizing publication of Notices of Intention to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation and Electric Light and Power System Revenue Bonds.

Pam Moon, Director of Finance; Jerry Kyle, Bond Counsel - Andrews Kurth, LLP; and Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0052.

Vote: 7 - 0 Motion carried

6. 18. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney.

This item was deleted.

6. 19. **Board Appointments - City Secretary:** Consider one appointment to the Museum & Arts Standing Sub-Committee, one appointment to the Urban Design & Historic Preservation Commission, two appointments to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.

Museum & Arts Standing Sub-Committee: Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein, to appoint Pat Maines to replace Sammie Prather.

Vote: 7 - 0 Motion carried

Urban Design & Historic Preservation Commission: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to appoint Paul Nash to replace Virgil Barber.

Vote: 7 - 0 Motion carried

Urban Renewal & Neighborhood Redevelopment Commission:

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to appoint David Chapa to replace Gary Ferguson.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson, to reappoint Maurice Stanley.

Vote: 7 - 0 Motion carried

Zoning Board of Adjustment:

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to promote Douglas Naegele from Alternate to Member to replace Kevin Bass.

The alternate position was postponed.

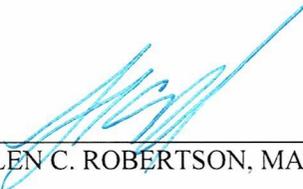
7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**

8. **Open Citizen Comment:**

- Ysidro Gutierrez and Dora Cortez appeared before City Council to discuss North and East Lubbock Community Development Corporation.
- Debbie Bartholomew appeared before City Council to discuss the Lubbock Grand Jury and the District Attorney's Office.
- Carol Meek appeared before City Council to discuss City Budget transparency.

10:25 P.M. CITY COUNCIL ADJOURNED

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



GLEN C. ROBERTSON, MAYOR

ATTEST:



Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 13, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of March, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

3:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

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

- *Executive Session; 2.1-2.2; 2.4; 2.3; Citizen Comments 3.1-3.8; Citizen Comments 3.9 (sign-ups); 6.1-6.4; 4.1; 5.1-5.4; 5.6-5.16; 5.18-5.20; 5.23-5.26; 5.5; 5.17; 5.21-5.22; and 8.1 - Open Citizen Comments (sign-ups).*

1. Executive Session

The meeting was called into a closed session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:15 p.m.

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
1. 1. 1. Discuss the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.
1. 1. 2. Cause No. 3094-2013, City of Lubbock v. 1913 Baylor Avenue, Municipal Court of the City of Lubbock, Lubbock County, Texas. (Villa Del Norte)
1. 1. 3. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.
1. 1. 4. Discuss the claim filed by Damian Pantoya against the City of Lubbock.

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
1. 2. 1. Police Station.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
1. 3. 1. City Attorney
1. 3. 2. City Manager
1. 3. 3. City Secretary
1. 3. 4. City Treasurer
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 1. 5. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 1. 5. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
 1. 5. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

2. Proclamations and Presentations

2. 1. Invocation by Life Group Pastor Tommy Cruz, Trinity Church

Pastor Tommy Cruz, Trinity Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance were given by those in Council Chambers to the United States flag and the Texas flag.

2. 3. Presentation of a special recognition to ABC Pro Rodeo Days March 27 - 29, 2014.

Council Member Latrelle Joy presented a special recognition for the ABC Pro Rodeo Days, held March 27 - 29, 2014. Nick Redeker, 2014 ABC Pro Rodeo Chairman; and Abby Crutcher, 2014 ABC Pro Rodeo Queen, gave comments about the rodeo and invited all citizens to come out to the upcoming rodeo.

2. 4. Presentation of a special recognition recognizing March as Myeloma Awareness Month.

Council Member Latrelle Joy presented a special recognition recognizing March as Myeloma Awareness Month. Gayle Fargason, founder of the Ray Fargason Multiple Myeloma Support Group of Lubbock, spoke about Myeloma awareness and gave comments about the support group.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

3. 1. Ricky Wall will appear before the City Council to discuss a traffic cone left in the street while five City trucks ignored the cone.

Ricky Wall appeared before City Council to discuss potholes in North Lubbock.

3. 2. Mikel Ward will appear before the City Council to discuss the history and the diversion of mineral interest to North and East Lubbock Community Development Corporation and Downtown Redevelopment.

Mikel Ward appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

3. 3. Deanne Clark will appear before the City Council to discuss the opportunity to set new direction for North and East Lubbock Community Development Corporation.

Deanne Clark appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

3. 4. Roger Settler will appear before the City Council to discuss the funding for North and East Lubbock Community Development Corporation.

Roger Settler appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

3. 5. Liz Padgett will appear before City Council to discuss the funding of North and East Lubbock Community Development Corporation.

Liz Padgett appeared before City Council to discuss North and East Lubbock Community Development Corporation.

3. 6. Burley Owen will appear before the City Council to discuss the reconsideration of previous funding to the North and East Lubbock Community Development Corporation.

Burley Owen appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

3. 7. Ysidro Gutierrez will appear before the City Council to discuss the history of the North and East Lubbock Community Development Corporation.

Ysidro Gutierrez appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

3. 8. Lana Moore will appear before the City Council to discuss the need for transparency and accountability for the North and East Lubbock Community Development Corporation.

Lana Moore appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

3. 9. **Sign-ups:**

- Tiger Pratt, David Langston, and Bill Stubblefield appeared before City Council to discuss the North and East Lubbock Community Development Corporation.

4. **Minutes**

4. 1. November 4, 2013 Special City Council Meeting (EUB)
November 18, 2013 Special City Council Meeting (EUB)
December 3, 2013 Special City Council Meeting (EUB)
January 21, 2014 Special City Council Meeting (EUB)
February 3, 2014 Special City Council Meeting (EUB)
February 13, 2014 Regular City Council Meeting
February 25, 2014 Special City Council Meeting (Budget)

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve the November 4, 2013 Special City Council Meeting minutes (EUB); the November 18, 2013 Special City Council Meeting minutes (EUB); the December 3, 2013 Special City Council Meeting minutes (EUB); the January 21, 2014 Special City Council Meeting minutes (EUB); the February 3, 2014 Special City Council Meeting minutes (EUB); the February 13, 2014 Regular City Council Meeting minutes; and the February 25, 2014 Special City Council Meeting minutes (Budget).

Vote: 7 - 0 Motion carried

5. **Consent Agenda - Items considered to be routine and 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 Latrelle Joy, seconded by Council Member Todd R. Klein to approve items 5.1-5.4; 5.6-5.16; 5.18-5.20; and 5.23-5.26.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-00025, Amendment 12, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Health Services:** Resolution No. 2014-R0089 authorizing and directing the City Manager to execute for and on behalf of the City, Amendment to contract 11511 / 2014-001286-00, to increase the categorical budget amount, by and between the City and Department of State Health Services (DSHS), and related documents.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0026, Amendment 13, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.
5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0030, Amendment 14, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street; Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.
5. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0031, Amendment 15, amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.
5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0039, Amendment 16, amending the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on March 3, 2014, to amend Capital Improvement Project (CIP)92330, 69 kV Transmission Line Reconductoring; amend CIP 92333, Cooke Station Outage; establish and appropriate funding for CIP 92357, Cooke Station Outage - Medium-Term; establish and appropriate funding for CIP 8590, Cooke Station Outage - Short-Term; amend CIP 92334, Massengale Outage; establish and appropriate funding for CIP 8591, Massengale Station Outage - Medium-Term; amend CIP 92335, Brandon Outage; amend CIP 92336, General Plant Outage; amend CIP 92337, FY 2013-14 Distribution Transformers; amend CIP 92339, FY 2013-14 Underground Electric; amend CIP 92340, FY 2013-14 Overhead Lines; amend the LP&L Operating Fund; providing for filing; and providing for a savings clause.

Andy Burcham, Chief Financial Officer for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0039.

Vote: 7 - 0 Motion carried

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0034, Amendment 17, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92352, Taste and Odor Control, and CIP 91003, Bailey County Well Field Improvements; providing for filing; and providing for a savings clause.
5. 7. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0027 abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.
5. 8. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2014-O0028 abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.
5. 9. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0029 abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.

5. 10. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0035 abandoning and closing a 300.08 square foot tract of land (alley stub) out of Lots 185-277, Vintage Township, Lubbock County, Texas.
5. 11. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0036 abandoning and closing two 10-foot underground utility easements located in Section 36, Block AK, Lubbock County, Texas.
5. 12. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0037 abandoning and closing a 56-foot temporary drainage easement, located in Section 21, Block E-2, Lubbock County, Texas.
5. 13. **Resolution - Right-of-Way:** Resolution No. 2014-R0090 authorizing the City Council to accept on behalf of the City a temporary easement from McMenamy Farms regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 36, Block D-5, Lubbock County, Texas.
5. 14. **Resolution - Right-of-Way:** Resolution No. 2014-R0091 authorizing the City Council to accept on behalf of the City an easement from Ming-Tao Ho and wife Jui-Lien Chou Ho regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS, Lubbock County, Texas.
5. 15. **Resolution - Right-of-Way:** Resolution No. 2014-R0092 authorizing the Mayor to execute a Right-of-Way and Easement located in the Southeast Quarter of Section 2, Block D-3, Lubbock County, Texas to Atmos Energy Corporation.
5. 16. **Resolution - Public Works Engineering:** Resolution No. 2014-R0093 authorizing the Mayor to execute Amendment 4 to contract 9786 a Professional Services Contract with Halff Associates, Inc. of Fort Worth, Texas for the Video Inspection of Storm Sewers – Phase 2, RFQ 10-110-MA.
5. 17. **Resolution - Public Works - Water Resources:** Resolution No. 2014-R0098 authorizing the Mayor to execute contract 11799 Professional Services Agreement between the City of Lubbock and Enprotec/Hibbs & Todd, Inc. (eHT) to perform environmental engineering services at the former Fire Training Academy (FTA) located at 102 Municipal Drive.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0098.

Vote: 7 - 0 Motion carried
5. 18. **Resolution - Parks and Recreation:** Resolution No. 2014-R0095 authorizing the Mayor to execute contract 11718 with Gorman Outdoor, Inc. and contract 11791 with Back to Nature, Inc. for the fertilization at various parkland properties, ITB 14-11718-TS.
5. 19. **Resolution - Facilities:** Resolution No. 2014-R0096 authorizing the Mayor to ratify contract 14-11795-JOC with Teinert Commercial Building Services of Lubbock, TX for storm related repairs to the Wood Shop located at 1900 Erskine.
5. 20. **Resolution - Fire Safety:** Resolution No. 2014-R0097 authorizing the Mayor to execute purchase order contract 10011057 with DACO Fire Safety Equipment of Lubbock, Texas for two Rosenbauer Aerials (ladder trucks).

5. 21. **Resolution - Police Department:** Resolution No. 2014-R0099 authorizing the Mayor to execute an Interlocal Agreement contract 11805 with Idalou Police Department for use of the Lubbock Police Department Firing Range facilities.

Roger Ellis, Police Chief, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0099.

Vote: 7 - 0 Motion carried

5. 22. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0021, a request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen’s Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q.

Drew Paxton, Director of Planning, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0021.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 23. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0022, a request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street.

5. 24. **Ordinance 2nd Reading - Planning:** Ordinance No. 2014-O0023, a request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard.

5. 25. **Ordinance 2nd Reading – Planning :** Ordinance No. 2014-O0024, a request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street.

5. 26. **Ordinance 1st Reading - City Secretary :** Ordinance No. 2014-O0038 amending the 2014 Regular Municipal Election Order of the City of Lubbock with regard to polling places, appointing election judges, establishing hours for voting and providing early voting as set forth in the Election Order exhibits; directing the City Secretary to make any necessary changes to the election order exhibits as may be necessary to carry out the purposes of the Election Order.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2014-O0032, for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:43 p.m.

No one appeared to speak in favor or in opposition.

Mayor Robertson closed the public hearing at 7:43 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0032.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. - City Attorney** : Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

Public hearing only.

Mayor Robertson opened the public hearing at 7:44 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:44 p.m.

6. 3. **Ordinance 1st Reading - City Attorney** : Ordinance No. 2014-O0033 regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

Alfred "Freddy" R. Herrera, Attorney at Law - Herrera & Boyle PLLC, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0033.

Vote: 7 - 0 Motion carried

6. 4. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, including but not limited to accepting the resignation of the City Attorney.

Council Member Latrelle Joy was excused from voting, and left the dais before discussion.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price, to accept Sam Medina's resignation as the City Attorney.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (EXCUSED)

7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**

8. **Open Citizen Comment (Sign-ups)**

- Debbie Bartholomew appeared before City Council to speak about the Lubbock Grand Jury, the District Attorney's Office, and North and East Lubbock Community Development Corporation.
- Carol Meek appeared before City Council to discuss radio frequencies affecting structures.
- Dora Cortez appeared before City Council to discuss North and East Lubbock Community Development Corporation.

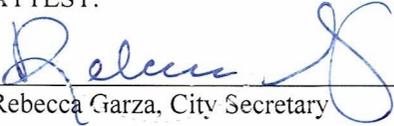
8:28 P.M. CITY COUNCIL ADJOURNED

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



GLEN C. ROBERTSON, MAYOR

ATTEST:



Rebecca Garza, City Secretary