

City of Lubbock, Texas
Regular City Council Meeting
June 28, 2022

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark McBrayer, Councilman, District 3
Steve Massengale, Councilman, District 4
Dr. Jennifer Wilson, Councilwoman, District 5
Latrelle Joy, Councilwoman, District 6



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

<http://www.mylubbock.us>

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

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 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.

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

1. Ceremonial Items

1. 1. Invocation

1. 2. Pledges of Allegiance

1. 3. Proclamations and Presentations

1. 3. 1. Presentation of a Proclamation recognizing July as National Parks and Recreation Month

1. 3. 2. Presentation of Honorary Citizenships to the Mandela Washington Fellowship for Young African Leaders from Texas Tech University

Call to Order

2. **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 28, 2022. Citizen Comments provides 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.**
3. **Minutes**
3. 1. May 24, 2022 Regular City Council Meeting
4. **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.**
4. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-00093, Amendment 30, amending the FY 2021-22 Budget for municipal purposes, respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for HIV Prevention Grant; providing for filing; and providing for a savings clause.
4. 1. 1. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Amendment No. 4 to Contract HHS000077800035 under the HIV Prevention Services Grant, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services.
4. 2. **Resolution - Finance:** Consider a resolution authorizing the refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project).
4. 3. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 14768, a service agreement with GovOS, Inc., formerly known as MUNIREvs, Inc. dba LODGINGRevs, for hotel occupancy tax collection and compliance services.
4. 4. **Ordinance 1st Reading - Engineering:** Consider an ordinance amending Chapter 30 “Lakes, Waterways and Floodplain” of the Code of Ordinances of the City of Lubbock, in order to extend freeboard requirements to residential machinery and equipment.

4. 5. **Resolution - Water Utilities:** Consider a resolution authorizing the mayor to execute Purchase Order 22105210, with Agilent Technologies, Inc., for the purchase of a Gas Chromatograph/Mass Spectrometer (GC/MS) and Inductively Coupled Plasma Mass Spectrometry (ICP-MS) for Water System Laboratory Services.
4. 6. **Resolution - Wastewater:** Consider a resolution authorizing the Mayor to execute Contract 16664, with Bill Sides, allowing the City to provide reclaimed water for agricultural purposes.
4. 7. **Resolution - Wastewater:** Consider a resolution authorizing the Mayor to execute Contract 16665, with Fred Jones, allowing the City to provide reclaimed water for agricultural purposes.
4. 8. **Ordinance 2nd Reading - Traffic Operations:** Consider Ordinance No. 2022-00094, amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones and speed limits.
4. 9. **Resolution - Business Development:** Consider a resolution authorizing the City Council to ratify the actions of the City Manager in executing, on behalf of the City of Lubbock, Contract 16695, with Atmos Energy, for the relocation of a gas line, for the purposes of demolition at the Lubbock Business Center at 1301 Broadway.
4. 10. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment No. 10 to Professional Services Agreement 15200, with RS&H, Inc., for the Hangar Roof Replacement at Lubbock Preston Smith International Airport.
4. 11. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31066826, in accordance with BuyBoard Contract 6001-19, with Sam Pack's Five-Star Ford/Carrollton, for the purchase of a 2023 Ford F-250 SuperCab Cab and Chassis, for the Lubbock Animal Services Department.
4. 12. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 15924, with Lee Lewis Construction, Inc., for services related to the repair of Citizens Tower and the Utilities Customer Services Center damaged by the flood event of March 12, 2021.
4. 13. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order 90500058, as per BuyBoard Contract 592-19, with MUSCO Sports Lighting, LLC., for the purchase and installation of Automated Lighting on Thomas A. Martin Youth Sports Complex Field 16.
4. 14. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute an amendment to the Senior Center Operations Contract with the South Plains Association of Governments, for funds to pay for the operation of senior citizen sites.

- 4. 15. **Resolution - Civic Centers:** Consider a resolution authorizing the Mayor to execute Contract 16586, with Permian Paving, Inc., for improvements to the southwest parking lot at the Lubbock Memorial Civic Center.
- 4. 16. **Resolution - Police:** Consider a resolution authorizing the Chief of Police to execute a Short-Term Joint Operation Memorandum of Understanding, between the United States Marshal Service and the Lubbock Police Department, as it relates to the reimbursement to the City of Lubbock, for certain overtime expenses incurred during the investigation and/or arrest of persons with active arrest warrants.
- 4. 17. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to utilize a facsimile signature for any legal instrument or document permitted by Chapter 618 of the Texas Government Code.
- 4. 18. **Resolution - City Council:** Consider a resolution adopting revised and updated City of Lubbock City Council Rules.
- 4. 19. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, on behalf of the City of Lubbock, with Palisade Pipeline, LLC, for lease of property and purchase of reclaimed water from the City's Southeast Water Reclamation Plant.

5. **Regular Agenda**

- 5. 1. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 696-A, a request of Stantec Consulting Services for Devon Self-Storage, for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1, and consider an ordinance.
- 5. 2. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 2418-C, a request of 3D Land Development, LLC, for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427, and consider an ordinance.
- 5. 3. **Public Hearing - Planning (District 2):** Consider a request for Zone Case 0647-A, a request of El Cadete Sports Bar for JJ's Sparkle Shop, for a Specific Use for a bar on property zoned Commercial District (C-4), at 407 Martin Luther King Jr. Boulevard, located east of Martin Luther King Jr. Boulevard and south of East 4th Street, Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 5, and consider an ordinance.

5. 4. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3257-O, a request of City of Lubbock, Lubbock Fire Rescue, for a Specific Use for Public Use on property zoned Garden Office District (GO), at 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.
5. 5. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 3356-A, a request of Betenbough Homes, for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21, and consider an ordinance.
5. 6. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3016-D, a request of AMD Engineering, LLC for the Kelling Family Revocable Trust and Enrico & Teresita Aguas, for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.
5. 7. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3382-A, a request of Betenbough Homes for 87 Street Partners, for a zone change from General Retail District (C-3) to Two-Family District (R-2), at 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23, and consider an ordinance.
5. 8. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3464, a request of Canyon Rock Development, LLC, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 5721 122nd Street, Frankford Farms Addition, Tract 11, and consider an ordinance.
5. 9. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 3289-A, a request of Betenbough Homes for Alcove Farms, for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A and B, and 65.5 acres of unplatted land out of Block D-6, Section 2, and consider an ordinance.
5. 10. **Resolution - Lubbock Power & Light:** Consider a resolution authorizing publication of a notice of intention to issue Electric Light and Power System Revenue Bonds.



Information

Agenda Item

May 24, 2022 Regular City Council Meeting

Item Summary

May 24, 2022 Regular City Council Meeting

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

5.24.2022

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
May 24, 2022
2:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of May, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 2:00 p.m.

2:05 P.M. CITY COUNCIL CONVENED

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

Present: Mayor Tray Payne; Mayor Pro Tem Steve Massengale; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Mark W. McBrayer; Council Member Shelia Patterson Harris; Council Member Dr. Jennifer Wilson; 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; 2.1; Executive Session; 4.1-4.4; 6.1; Citizen Comments 5; 7.1-7.12; 8.5-8.6; 8.8; 8.10-8.13; 8.7; 8.15-8.16; 8.1-8.4.*
- *Item No. 8.15 failed.*
- *Item No.'s 8.9 & 8.14 were deleted.*

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 2.1 on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on May 24, 2022. Citizen Comments provide 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.

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

2. 1. Council Strategic Planning Discussion:

Council Orientation

Unified Development Code

Discuss timeline, process and requirements for a possible bond election in November 2022 for road and street improvements

Jarrett Atkinson, city manager, gave a presentation on City Council orientation, and answered questions from City Council. Topics discussed included: a proposed bus tour, bus tour stops, presentation and discussion topics, and scheduling.

There was consensus among City Council to move forward with scheduling the bus tour; and Mayor Payne directed Mr. Atkinson, and his staff, to begin working with City Council to set a date and time for the tour.

Jesica McEachern, assistant city manager, gave a presentation on the Unified Development Code (UDC) as it relates to the project history and timeline and answered questions from City Council. Council Member Latrelle Joy, chair of the UDC Subcommittee; and Mr. Atkinson gave comments and answered questions from City Council.

Wood Franklin, division director of public works, gave a presentation on the process and requirements for a possible street bond election in November 2022 and answered questions from City Council. Topics discussed included: an overview of the failed November 2021 Street Bond Election; an update on potential projects that could be included in a new proposition; key dates and timelines pertaining to a November 2022 election; and next steps, including the possible creation of a citizen advisory committee to study potential options and propositions. Mr. Atkinson gave comments and answered questions from City Council.

There was consensus among City Council to create a citizen advisory committee, and Mayor Payne asked City Council members to submit the names of potential committee members to staff within ten days.

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

3. Executive Session

The meeting recessed at 2:34 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:30 p.m., and the meeting was called to order at 5:01 p.m.

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. Chapter 38, Lubbock Code of Ordinances
3. 1. 2. Chapter 21, Texas Property Code
3. 1. 3. Lot 305-A, Midway Park Addition
3. 1. 4. Canyon Park, Block 1 and Block 2

3. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
3. 2. 1. Loop 88 Land Acquisition
3. 2. 2. Texas Park and Wildlife Department - Park Land Dedication
3. 2. 3. 4.2542 acres in Block AC, Section 30, being more commonly known as 6601 Upland Avenue
3. 2. 4. Canyon Park, Block 1 and Block 2
3. 2. 5. Lake 7
3. 2. 6. 4.67 acres in Block B, Section 2, Abstract 659, RRC, and 4.54 acres in Block B, Section 3, Abstract 95, RRC
3. 2. 7. A portion of 8 acres in Block B, Section 5, Abstract 96
3. 2. 8. Lot 305-A, Midway Park Addition

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

City Council reconvened at 4:30 p.m.

4. Ceremonial Items

4. 1. Invocation

Pastor Eddie Sutton, Wayne Avenue Baptist Church, led the invocation.

4. 2. Pledges of Allegiance

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

4. 3. Proclamations and Presentations

4. 3. 1. City of Lubbock Designated 2021 Tree City USA

Colby VanGundy, director of parks and recreation, presented the 2021 Arbor Day Foundation Tree City USA designation to the City of Lubbock. Mr. VanGundy gave comments on the importance of the Tree City USA program and thanked the City of Lubbock Parks and Recreation staff for their hard work in achieving this designation.

4. 4. Board Recognitions: Presented by Council Member Shelia Patterson Harris.

Audit & Investment Committee

Edwin Schulz

Keep Lubbock Beautiful Advisory Committee

Kim Davis

Lake Alan Henry Board of Appeals

Shannon Hansen

Kristyn Sorensen (unable to attend)

Libraries Board

James Brian Beauchamp

Public Transit Advisory Board

Naomi Couture

Veterans Advisory Committee

Aaron Johnson

Call to Order

The meeting was called to order at 5:01 p.m.

- 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 May 24, 2022. Citizen Comments provide 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.**

Sign ups:

- Robert Nanz, representing Lubbock ISD; and Ted Hogan appeared before City Council to speak in opposition of item 8.15 (resolution approving and granting a variance for an alcoholic beverage permit for End Zone #4).
- Will Williams, representing Atul (Andy) Shah, the proponent, appeared before City Council to speak in favor of item 8.15 (resolution approving and granting a variance for an alcoholic beverage permit for End Zone #4).

6. Minutes

- 6. 1.** April 26, 2022 Regular City Council Meeting
April 27, 2022 Special City Council Meeting - Coffee with the Mayor

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale, to approve the April 26, 2022 Regular City Council Meeting minutes; and the April 27, 2022 Special City Council Meeting - Coffee with the Mayor minutes.

Vote: 7 - 0 Motion carried

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.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale, to approve items 7.1-7.12.

Vote: 7 - 0 Motion carried

7. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2022-O0079, Amendment 26, amending the FY 2021-22 Budget for municipal purposes respecting Civil Service Positions; providing for filing; and providing for a savings clause.

Jarrett Atkinson, city manager; and Floyd Mitchell, chief of police, gave comments and answered questions from City Council.

7. 2. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2022-O0081, Amendment 27, amending the FY 2021-22 Budget for municipal purposes respecting General Fund Fees; providing for filing; and providing for a savings clause.

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

7. 3. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2022-O0082, Amendment 28, amending the FY 2021-22 budget for municipal purposes respecting the General Fund, Water/Wastewater Fund, Storm Water Fund, and the Fleet Capital Fund to appropriate funding for Capital Improvement Project 92769, FY 2022-23 Pre-Purchase Vehicles; providing for filing; and providing for a savings clause.

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

7. 3. 1. Resolution - Fleet: Resolution No. 2022-R0248 authorizing the City Manager to purchase vehicles and equipment for Fiscal Year 2022-23.

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

7. 4. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2022-O0083, Amendment 29, amending the FY 2021-22 budget for municipal purposes respecting The Streets Capital Fund to appropriate additional funding for Capital Improvement Project 92697, Street Maintenance Program; providing for filing; and providing for a savings clause.

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

7. 5. **Ordinance 1st Reading - Finance:** Ordinance No. 2022-O0084, of the City of Lubbock, Texas, granting to West Texas Gas, LLC, the franchise and rights to conduct natural gas operations within the municipal boundaries of the City of Lubbock.

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

7. 6. **Resolution - Wastewater:** Resolution No. 2022-R0249 authorizing the Mayor to execute Contract 16453, with STP Well Service, for monitor well maintenance and repair services, for the Lubbock Land Application Site and the Hancock Land Application Site.

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

7. 7. **Resolution - Community Development:** Resolution No. 2022-R0250 authorizing the Mayor to execute an amendment to Community Development Funding Contract 16033, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing & Urban Development (HUD), with Paul's Project of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

7. 8. **Resolution - Community Development:** Resolution No. 2022-R0251 authorizing the Mayor to execute an amendment to Community Development Funding Contract 16059, and all related documents, through the Emergency Solutions Grant Coronavirus Aid, Relief and Economic Security Act CARES (ESG-CV) administered by the U.S. Department of Housing & Urban Development (HUD), with the Salvation Army of Lubbock, to provide services to qualified low to moderate income persons and families experiencing homelessness.

Jarrett Atkinson, city manager; and Karen Murfee, director of community development, gave comments and answered questions from City Council.

7. 9. **Resolution - Aviation:** Resolution No. 2022-R0252 authorizing the Mayor to execute Contract 16447, with Tommy Klein Construction, Inc., to construct a Federal Inspection Service Facility at the Lubbock Preston Smith International Airport.

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

7. 10. **Resolution - Fleet Services:** Resolution No. 2022-R0253 authorizing the Mayor to execute Purchase Order 31066317, per BuyBoard Contract 601-19, with Grapevine Dodge Chrysler Jeep Ram, for the purchase of five 1/2-ton, Extended Cab, 4x4 Pickup Trucks for Codes Administration, Water-Industrial Monitoring, and Stormwater Utility Departments, and one 1/2-ton Extended Cab 4x2 Pickup for the Building Safety Department.

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

7. 11. **Resolution - Parks and Recreation:** Resolution No. 2022-R0254 authorizing the Mayor to execute Purchase Order 10025317 and Purchase Order 10025319 per BuyBoard Contract 592-19, with Child's Play, Inc., for playground replacement at Stumpy Hamilton Park located at 22nd Street and Ave X, and Washington Park located at East 22nd Street and Cedar Avenue.

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

7. 12. **Resolution - City Manager:** Resolution No. 2022-R0255 approving American Rescue Plan Act (ARPA) Agreement No. 16518, by and between the City of Lubbock, and Texas Tech University Health Sciences Center, for healthcare training scholarships.

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

8. **Regular Agenda**

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

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Latrelle Joy, to appoint Council Members Christy Martinez-Garcia and Mark W. McBrayer, to replace Juan Chadis and Jeff Griffith, former council members, on the South Plains Association of Governments (SPAG) Board of Directors.

Vote: 7 - 0 Motion carried

8. 2. **Board Appointments - City Secretary:** Consider appointments to the Ports-to-Plains Trade Corridor Coalition Board.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale, to appoint Mayor Tray Payne, to replace Dan Pope, former mayor, on the Ports-to-Plains Trade Corridor Coalition Board.

Vote: 7 - 0 Motion carried

8. 3. **Board Appointments - City Secretary:** Consider appointments to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Christy Martinez-Garcia, to appoint Council Member Dr. Jennifer Wilson, to replace Dan Pope, former mayor, on the Transportation Policy Committee.

Vote: 7 - 0 Motion carried

8. 4. **Resolution - City Council:** Resolution No. 2022-R0257 electing a Mayor Pro Tem.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0257, electing Council Member Shelia Patterson Harris as Mayor Pro Tem.

Vote: 7 - 0 Motion carried

- 8. 5. Public Hearing - Planning (District 1):** Ordinance No. 2022-O0085, for Zone Case 2904-K, a request of Casey Sherwood for Jackie Mize, for a zone change from Interstate Highway Commercial District (IHC) to Family Apartment District (A-1) at 408 Avenue T, located south of Marsha Sharp Freeway and west of Avenue T, Overton Addition, Block 34, the south 75 feet of Lots 1-5 less the northwest corner of Lot 5.

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

Mayor Payne opened the public hearing at 5:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0085.

Vote: 7 - 0 Motion carried

- 8. 6. Public Hearing - Planning (District 1):** Ordinance No. 2022-O0086, for Zone Case 3145-I, a request of Deaco Group for Highwell Real Estate, for a zone change from Central Business District, Civic Center (CB-5) to Commercial District (C-4), at 1711 Marsha Sharp Freeway, Overton Addition, Block 106, Lots 14-15 and the south part of Lot 16.

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

Mayor Payne opened the public hearing at 5:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0086.

Vote: 7 - 0 Motion carried

- 8. 7. Public Hearing - Planning (District 1):** Ordinance No. 2022-O0092, for Zone Case 3286-A, a request of Leslie Rhodes for Church on the Rock, for a zone change from High-Density Apartment District (A-2) and Interstate Highway Commercial District (IHC) to Commercial District (C-4) with a Specific Use for prisons, jails, detention facilities, restitution centers, halfway houses for early release programs from prison, or community-based residential centers certified by the Texas Board of Pardons and Paroles, per Section 40.03.3103 (b), at 3003 Avenue J, located east of Avenue J and south of 30th Street, Hufstedler Addition, Block 2, and the west 234 feet of Block 1.

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

Mayor Payne opened the public hearing at 6:08 p.m.

Leslie Rhodes, representing the New Legacy Home for Women, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:11 p.m.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0092.

Vote: 6 - 0 Motion carried

Other: Council Member Christy Martinez-Garcia (RECUSE)

- 8. 8. Public Hearing - Planning (District 3):** Ordinance No. 2022-O0087, for Zone Case 2418-B, a request of Quorum Shopping Center, for a zone change from Restricted Local Retail District (C-2A) Specific Use for a game room to Local Retail District (C-2), at 5102 60th Street, Piedmont Addition, Tract B.

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

Mayor Payne opened the public hearing at 5:57 p.m.

Kae Liles, representing the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0087.

Vote: 7 - 0 Motion carried

- 8. 9. Public Hearing - Planning (District 3):** Consider a request for Zone Case 1511-L, a request of Williams and Company Real Estate for Great Minds Enterprises, Inc., for a zone change from Restricted Local Retail District (C-2A) to Local Retail District (C-2), at 4926 50th Street, located north of 50th Street and west of Utica Avenue, Kuykendall Heights Addition, Lot 526 and the east 41 feet of Lot 527, and consider an ordinance.

This item was deleted (withdrawn by the applicant).

- 8. 10. Public Hearing - Planning (District 4):** Ordinance No. 2022-O0088, for Zone Case 1876-A, a request of Wheelhouse Development for WH LBK Lots, LP, for a zone change from Local Retail District (C-2) to General Retail District (C-3), at 8101 Indiana Avenue, Melonie Gardens Addition, Tract A.

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

Mayor Payne opened the public hearing at 5:57 p.m.

Will Stephens, with AMD Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0088.

Vote: 7 - 0 Motion carried

- 8. 11. Public Hearing - Planning (District 4):** Ordinance No. 2022-O0089, for Zone Case 3257-N, a request of Hugo Reed and Associates, Inc. for 1585 Rocket Partners LLC & 1585 Development LLC, for a zone change from Apartment-Medical District (AM) to Local Retail District (C-2), generally located south of 135th Street and east of Indiana Avenue, on 6.4 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

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

Mayor Payne opened the public hearing at 5:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0089.

Vote: 7 - 0 Motion carried

- 8. 12. Public Hearing - Planning (District 5):** Ordinance No. 2022-O0090, for Zone Case 2916-D, a request of Centerline Engineering & Consulting, LLC for 3R & P Holdings, LLC, for a zone change from Interstate Highway Industrial District (IHI) to Family Apartment District (A-1), generally located east of Wausau Avenue and south of 82nd Street, on 9.68 acres of unplatted land out of Block AK, Section 26.

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

Mayor Payne opened the public hearing at 5:57 p.m.

Justin Cantwell, with Centerline Engineering, appeared to speak in favor.

Ronnie Durette appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0090.

Vote: 7 - 0 Motion carried

- 8. 13. Public Hearing - Planning (District 6):** Ordinance No. 2022-O0091, for Zone Case 2538-CC, a request of Kip Ledgerwood, for a zone change from Single-Family District (R-1) to Commercial District (C-4), at 7419 19th Street, located west of Upland Avenue and south of 19th Street, on 2.52 acres of unplatted land out of Block AK, Section 42.

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

Mayor Payne opened the public hearing at 5:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 6:05 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0091.

Vote: 7 - 0 Motion carried

- 8. 14. Public Hearing - Planning (District 6):** Consider a request for Zone Case 3461-A, a request of Viniro Holdings, LLC, for a zone change from Single Family District (R-1) to Garden Office District (GO), at 5503 19th Street, located west of Chicago Avenue and south of 18th Street, Clear Sky Addition, Lot 1, and consider an ordinance.

This item was deleted (withdrawn by the applicant).

- 8. 15. Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 1915 19th Street, for an alcoholic beverage permit for End Zone #4.

This item failed.

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

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale, to approve this item.

Vote: 0 - 7 Failed

NAY: Mayor Tray Payne
Mayor Pro Tem Steve Massengale
Council Member Latrelle Joy
Council Member Christy Martinez-Garcia
Council Member Mark W. McBrayer
Council Member Shelia Patterson Harris
Council Member Dr. Jennifer Wilson

- 8. 16. Resolution - Planning:** Resolution No. 2022-R0256 approving and granting a variance from the applicable 300-foot minimum distance provision of the City of Lubbock Ordinance No. 2009-O0060, at 3131 34th Street, for an alcoholic beverage permit for Vizo's African Bar and Restaurant.

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Resolution No. 2022-R0256.

Vote: 7 - 0 Motion carried

6:25 P.M. CITY COUNCIL ADJOURNED

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

The May 24, 2022 Regular City Council Meeting minutes were approved by the City Council on the 28th day of June, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0093, Amendment 30, amending the FY 2021-22 Budget for municipal purposes, respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for HIV Prevention Grant; providing for filing; and providing for a savings clause.

Item Summary

On June 14, 2022, the City Council approved the first reading of the ordinance.

Accept and appropriate an additional \$35,000 from the Texas Department of State Health Services, for the 2021 HIV Prevention Grant, for a total appropriation of \$259,439.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 30

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE HIV PREVENTION GRANT; 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 2021-22 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 2021-22 (Budget Amendment #30) for municipal purposes, as follows:

- I. Accept and appropriate additional \$35,000 from the Texas Department of State Health Services for the 2021 HIV Prevention Grant for a total appropriation of \$259,439.

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 _____.

TRAY PAYNE, 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

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to Contract HHS000077800035 under the HIV Prevention Services Grant, and all related documents, by and between the City of Lubbock and the State of Texas Department of State Health Services.

Item Summary

All activities conducted under this contract shall support the goals and objectives of the National HIV/STD Strategy and the Texas HIV Plan. This contract provides funding from the HIV/STD Program of the Texas DSHS, to strengthen prevention activities in the community including community engagement, focused HIV testing to at-risk populations, and linkage to pharmaceutical therapies such as Pre-Exposure Prophylaxis (PrEP). The grant will enable staff to reach individuals outside traditional clinical settings.

Amendment No. 4 extends the contract from September 1, 2022, through August 31, 2023.

Fiscal Impact

Amendment No. 4 is for a not to exceed amount of \$224,439. The total not to exceed amount is increased to \$775,170.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Katherine Wells, Director of Public Health

Attachments

Resolution
Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock Amendment No. 4 to the Department of State Health Services Contract No. HHS000077800035 under the HIV Prevention Services Grant, by and between the City of Lubbock and the State of Texas' Department of State Health Services (DSHS), and all 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 Council.

Passed by the City Council this _____.

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

RES.DSHS-HHS000077800035 HIV Prevention Services Grant Amendment 4
5.5.22

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000077800035
AMENDMENT NO. 4**

The **DEPARTMENT OF STATE HEALTH SERVICES** (DSHS or System Agency) and **CITY OF LUBBOCK** (Grantee), Parties to that certain HIV Prevention Contract, effective January 1, 2020, and denominated as DSHS Contract No. HHS000077800035 (the "Contract"), now want to further amend the Contract.

WHEREAS, DSHS wants to exercise its option to extend the Contract for an additional year;

WHEREAS, DSHS wants to make additional funds available in support of the services provided during the extended term, and revise **ATTACHMENT B-3, BUDGET FY 2022 (REVISED)**;

WHEREAS, the Parties want to replace **ATTACHMENT A-2, STATEMENT OF WORK FY 2022 (REVISED)**; and

WHEREAS, the Parties want to incorporate **ATTACHMENT F-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) CERTIFICATION** to this Contract.

THEREFORE, the Parties agree as follows:

1. The Contract is extended for the period beginning September 1, 2022, through August 31, 2023 (the "Third Extension Option"), unless terminated sooner.
2. **ARTICLE IV, BUDGET**, of the Contract is amended to add \$224,439.00 to pay for Grantee's services during the Third Extension Option. The total not-to-exceed amount of this Contract is increased to \$775,170.00.
3. **ATTACHMENT B-3, BUDGET FY 2022 (REVISED)**, is deleted and replaced in its entirety with **ATTACHMENT B-4, BUDGET FY 2023**.
4. All expenditures for the Third Extension Option shall be in accordance with **ATTACHMENT B-4, BUDGET FY 2023**.
5. **ATTACHMENT A-2, STATEMENT OF WORK FY 2022 (REVISED)**, is deleted and replaced in its entirety with **ATTACHMENT A-3, STATEMENT OF WORK FY 2023**.
6. **ATTACHMENT F-1, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY (FFATA) CERTIFICATION** is added by this Amendment and incorporated into the Contract.
7. This Amendment shall be effective on September 1, 2022.
8. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

9. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page Follows

**SIGNATURE PAGE FOR AMENDMENT NO. 4
DSHS CONTRACT NO. HHS000077800035**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF LUBBOCK

By: _____

By: _____

Name: Authority Daniel Pope, Mayor

Title: Mayor

Date of Signature: _____

Date of Signature: _____

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE
INCORPORATED INTO THE CONTRACT BY REFERENCE:**

- ATTACHMENT A-3STATEMENT OF WORK FY 2023**
- ATTACHMENT B-4BUDGET FY 2023**
- ATTACHMENT F-1FFATA**

ATTACHMENTS FOLLOW

ATTACHMENT A-3 STATEMENT OF WORK FY 2023

I. GENERAL REQUIREMENTS FOR ALL GRANTEES

All activities conducted under this Contract shall support the goals and objectives of the National HIV/STD Strategy and the Texas HIV Plan. The goals of the Texas HIV Plan are to:

- Increase Human Immunodeficiency Virus (HIV) awareness among members of the general public, community leaders, and policymakers;
- Increase access to HIV prevention efforts for communities and groups at highest risk;
- Successfully diagnose all HIV infections;
- Increase timely linkage to HIV-related treatment for those newly diagnosed with HIV;
- Increase continuous participation in systems of treatment among people living with HIV; and
- Increase viral suppression among people living with HIV.

For **ALL** activities funded under this award, Grantee will:

- A. Conduct (HIV-Prevention activities in accordance with the Department of State Health Services (DSHS) RFA #HHS0000778 to ensure HIV Prevention services are provided to all eligible persons according to the specific requirements detailed per funding opportunity.
- B. Submit a FY 2023 Work Plan to DSHS for review and approval. Comply with the terms of the approved Work Plan for this Contract.
- C. Comply with all applicable state and federal policies, standards and guidelines, including, but not limited to:
 1. DSHS HIV and STD Program Operating Procedures and Standards (POPS), including any revision, located at <https://dshs.texas.gov/hivstd/pops/>;
 2. DSHS TB/HIV/STD Confidential Information Security policy, TB/HIV/STD Breach of Confidentiality Response Policy, and Breach Report Form/Breach Report Instruction at: <https://www.dshs.texas.gov/hivstd/policy/security.shtm>;
 3. DSHS Policy Guidelines for Home Self-Collection and Testing Kits including any revisions, located at <https://www.dshs.texas.gov/hivstd/>;
 4. Any letters or memos with additional directions and policies issued by DSHS; and
 5. All of the above-named applicable documents are incorporated herein by reference and made a part of this Contract. Grantee must receive advance written approval from DSHS before varying from any of these requirements and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this Contract know of the change(s).
- D. Comply with all applicable federal and state regulations and statutes, including but not limited to:
 1. Chapters 81 and 85 of the Texas Health and Safety Code;

2. Chapter 94 of the Texas Health and Safety Code (relating to Education and Prevention Programs for Hepatitis C);
 3. Title 25 of the Texas Administrative Code (TAC) Chapters 97 and 98, Subchapter C; and
 4. Texas Health and Safety Code, §85.085, Physician Supervision of Medical Care, to ensure a licensed physician supervises any medical care or procedure (including HIV testing) provided as part of activities conducted under this Contract.
 5. As an update to provision of services, and in accordance with Texas Government Code Section 531.02161, where there is delivery of an in-person service, there must also be an option of that service via telecommunications or through the use of information technology.
- E. Ensure activities begin no later than 90 days following the Contract start date.
- F. Submit data on program activities and client contacts using timelines, systems and formats specified by DSHS.
- G. Use collected data, together with input from clients and stakeholders, to improve services and assure they meet intended outcomes and emerging needs of the priority population.
- H. Submit written interim and annual reports to DSHS that summarize the activities and services delivered and discuss the barriers and facilitators of the effective delivery of services (refer to Section IV. Program Data Reporting, Security and Confidentiality Requirements).
- I. Participate in local HIV planning and evaluation activities and in local efforts to coordinate HIV prevention and treatment services.
- J. Maintain formal agreements that include active collaboration and coordination with local providers of services that are relevant to the needs of the client.
- K. Ensure staff and volunteers (if applicable) are appropriately and adequately trained to provide relevant services.
- L. Cooperate with any DSHS-funded activities to raise awareness of HIV, promote prevention services, or encourage testing and use of pre-exposure prophylaxis (PrEP) and non-occupational post-exposure prophylaxis (nPEP).
- M. Participate in Data to Care activities as requested by local health departments and DSHS.
- N. Deliver all services in a culturally responsive and sensitive manner, taking low health literacy into account, using the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. Grantee must implement strategies to ensure that the program is culturally, linguistically and educationally appropriate to meet the needs of the priority population(s), and ensure that program staff have strong socio-cultural identification with the priority populations(s).
- O. Make free condoms readily available to clients.

- P. Submit literature/materials to be used in prevention activities funded by DSHS for review and approval by a locally constituted review panel that meets DSHS requirements found at <https://www.dshs.texas.gov/hivstd/info/pmrp.shtm>.
- Q. Perform other activities as may be reasonably requested by DSHS to meet the goals of the Texas HIV Plan at [Texas DSHS HIV/STD Program - HIV and STD Planning](#); and
- R. Ensure that content in publications partially or fully funded by this award are verified and approved by DSHS and that DSHS is acknowledged.

II. FUNDING OPPORTUNITY-SPECIFIC REQUIREMENTS

CORE HIV PREVENTION

Grantee will:

- A. Implement the following four components of a core HIV prevention program:
 - 1. Engagement of groups and communities to be served;
 - 2. Condom distribution;
 - 3. Focused HIV and syphilis testing and tailored health education; and
 - 4. Linkage/enrollment in medical care for clients who are living with HIV, and referral to PrEP and nPEP and other needed services for clients with a negative HIV test result who are at a higher risk for acquiring HIV.
- B. Provide outreach and education to the priority population(s) identified in the approved Work Plan.
- C. Engage in active recruitment and outreach strategies that include traditional outreach, social network activities, and the use of social media platforms.
- D. Maintain a Community Advisory Board to assist with programmatic decision-making.
- E. Maintain a condom distribution program with the essential elements described in the DSHS POPS (<https://www.dshs.texas.gov/hivstd/pops/>).
- F. Establish and maintain focused HIV testing programs that expand the availability of HIV testing to the proposed priority populations. Grantee must use a combination of strategies to encourage testing, such as offering testing in a variety of settings, providing testing to couples, using tangible reinforcements, or using text messages or other electronic communication to provide testing reminders.
- G. Ensure that syphilis testing is provided to all individuals testing for HIV unless the client refuses. Grantee will consider collecting specimens for:
 - 1. Other Sexually Transmitted Infections (STI) (including specimens for extragenital screening for chlamydia and gonorrhea); and/or
 - 2. Hepatitis C antibody testing for vulnerable populations.

- H. Maintain an active Clinical Laboratory Improvement Amendment (CLIA) Certificate of Waiver if performing rapid testing.
- I. Ensure that HIV testing programs include all required components of a testing session as described in the appropriate DSHS POPS (see Section I: General Requirements for All Grantees).
- J. Implement testing processes that follow the requirements in DSHS Policy 2013.02 (<https://www.dshs.texas.gov/hivstd/policy/policies/2013-02.shtm>).
- K. If at-home HIV testing is offered, create and maintain policies and procedures to support implementation (see Section I: General Requirements for All Grantees). Policies and procedures must be approved by DSHS prior to implementation.
- L. Ensure that all pregnant women who do not report being in prenatal care are actively referred to prenatal care.
- M. Ensure clients receive their HIV test results in a timely and appropriate manner.
- N. Ensure that clients with negative HIV test results receive information on PrEP and nPEP. If the client is eligible for PrEP or nPEP services, provide an active referral to these services.
- O. Ensure referrals are made to any needed health and social services as appropriate.
- P. All individuals receiving a positive HIV test result must be offered the opportunity for face-to-face encounter in accordance with Texas Health and Safety Code §81.109.
- Q. Facilitate initial linkage to care within 30 days for newly diagnosed clients and facilitate engagement in care within 30 days for previously diagnosed clients who are not currently in care for their HIV infections. Grantee is responsible for confirming clients are linked to care.
- R. Address barriers to successful linkage to HIV medical care and coordinate with area providers that offer services to facilitate access to HIV-related care.

III. TANGIBLE REINFORCEMENTS

- A. Receive approval for tangible reinforcements in advance and in writing by DSHS program. Funds may be used to purchase tangible reinforcements (bus tokens, movie gift cards, food gift cards, t-shirts, grocery store gift cards, etc.) to encourage at-risk clients to participate in prevention programs.
- B. Maintain a policy regarding the use of tangible reinforcements and a log for tracking the purchase and distribution of tangible reinforcements (including security measures that are in place). The policy and log are subject to review by DSHS Program during program reviews and at any other time. The policy must limit the use of tangible reinforcements to the following types of situations: for participation in rapid assessment activities; for recruitment of clients into prevention with persons living with HIV (PLWH), testing and linkage programs and evidence-based interventions (EBIs); for retention of clients in EBIs

and prevention with PLWH; for clients upon completion of all sessions of an EBI; for recruitment and retention of peer volunteers; for clients who return for HIV testing; for participation in community assessments or focus groups; and to encourage clients to return for test results. Funds may not be used to make cash payments or cash-equivalent payments to intended recipients of services except as noted above.

IV. PROGRAM DATA REPORTING, SECURITY AND CONFIDENTIALITY REQUIREMENTS

DSHS may make alterations to reporting systems and requirements or require the use of new reporting systems or collection methods, at its sole discretion. In the event of such a change, Grantee will be notified at least thirty (30) days in advance of the changed requirements, except in cases where the system in use suffers technical failure. Information submitted through the DSHS systems will be considered the performance data of record in evaluating attainment of goals and programmatic performance.

Grantee must safeguard all confidential information accessed in the performance of this Contract in compliance with all applicable federal and state privacy, security and breach notification laws and regulations, including without limitation the terms set forth in Attachment G – HHS Data Use Agreement v. 8.5.

Any data obtained by Grantee as a result of activities performed under this Contract may be included in a report to a party other than DSHS provided DSHS is acknowledged in the report and the data is aggregated in such a way that no individual or personally identifiable information is identified. Data may not be used for research purposes by Grantee or any other party without prior written approval of DSHS' Institutional Review Board and pre-approval by DSHS Program. Grantee may not share electronic data sets with other parties without advance written approval of DSHS.

In addition to the data privacy and security requirements set forth in Attachment G – HHS Data Use Agreement v. 8.5, Grantee must comply with all the following:

- A. The requirements for prevention data collection, submission, and quality assurance found in the DSHS data work plan located on the DSHS data resource website page at <https://www.dshs.texas.gov/hivstd/prevdata/>.
- B. The following DSHS policies and procedures:
 - 1. 2016.01 - TB/HIV/STD Section Confidential Information Security Procedures: <https://www.dshs.texas.gov/hivstd/policy/procedures/2016-01.shtm>
 - 2. 2012.01 - TB/HIV/STD Section Overall Responsible Party for TB/HIV/STD Surveillance Data: <https://www.dshs.texas.gov/hivstd/policy/policies/2012-01.shtm>
 - 3. 2011.01 - TB/HIV/STD Section Confidential Information Security: <https://www.dshs.texas.gov/hivstd/policy/policies/2011-01.shtm>

4. 2011.04 - TB/HIV/STD Section Breach of Confidentiality Response:
<https://www.dshs.texas.gov/hivstd/policy/policies/2011-04.shtm>
 5. 302.001 - Release of TB/HIV/AIDS and STD Data:
<https://www.dshs.texas.gov/hivstd/policy/policies/302-001.shtm>
- C. Create policies and procedures to comply with the following:
1. Local Responsible Party Handbook:
<https://www.dshs.texas.gov/hivstd/policy/policies/LRPHandbook.pdf>
 2. DSHS TB/HIV/STD Bi-Annual LRP Security Assessment
- D. Submit data on program activities and client contacts using systems, formats and submission deadlines specified by DSHS. DSHS may change the program reporting requirements or formats during the project period based on program evaluation or reporting needs.
- E. Ensure that all data submitted to DSHS is complete and accurate. Grantee must conduct data quality assurance prior to monthly and quarterly submissions following the DSHS Work Plan quality assurance procedures. Data quality assurance activities must be documented and made available for review by DSHS staff upon request.
- F. Implement policies and procedures for use of data in a secure manner that protects client privacy and prevents against unauthorized access to, and use of, program data.
- G. Implement policies and procedures (consistent with the requirements and constraints listed herein) for publication and redistribution of data if program data are shared with other parties or providers.
- H. Maintain retention and disposal policies and procedures consistent with state and federal retention requirements and the requirements of this Contract, and assure that program data cannot be inappropriately accessed.
- I. Agree to publish, implement, and make available policies on data security and client privacy, and train staff regularly regarding those requirements (Grantee must maintain records documenting such training).
- J. Require each individual member of Grantee's staff, and volunteers, to sign an agreement pledging to abide by Grantee's policies and procedures pertaining to data security and client privacy. Grantee will maintain these written agreements and make them available upon request to DSHS in a timely manner.
- K. Develop a personnel sanction policy to hold Grantee staff, volunteers, and subgrantee staff responsible for any violations of data security and client privacy policies. If Grantee uses subgrantees: Grantee accepts full responsibility and accountability for each subgrantee's performance under this Contract including all provisions related to data security, client privacy and confidentiality.

- L. Immediately report breaches of confidentiality involving the program data reporting systems to DSHS, and fully assist DSHS in any investigation resulting from such breach.
- M. Comply with all requests by DSHS to inspect, or require copies of, any of the documentation referenced herein at any time, and comply with such requests in a timely manner. All documentation under this Contract will be readily available for inspection by DSHS staff during site visits.
- N. Use data collected through the above mechanisms for program planning, evaluation, quality assurance, and monitoring, consistent with confidentiality restrictions in state and federal law. Grantee shall use evaluation, quality assurance and monitoring of data to make appropriate adjustments to program activities so that the Grantee performs quality services and meets performance standards.
- O. A minimum of 10% of the total Contract amount must be dedicated to planning, reporting, and evaluation of the proposed activities. This includes expenditures for needs assessment and consultation with community members to design or revise program design and implementation; collection and reporting of required program data; evaluation of progress towards program goals; and assessment of client satisfaction.

V. PROGRAM MONITORING AND PROGRESS REPORTS

Grantee will:

- A. The Grantee (and each subgrantee or volunteer, if applicable) shall cooperate with the direct monitoring by DSHS. Monitoring will be conducted via on-site or virtual visits and may be announced or unannounced. This monitoring may consist of the review of records and reports, interviews of staff, required forms, educational materials and other materials pertaining to this project, including testing documents (if applicable).
- B. Submit required Interim and Annual Progress Reports in a format approved by DSHS, and by deadlines given by DSHS, that include a cumulative data summary of its compliance with the performance measures for the appropriate activities detailed on Form G: Performance Measures and a detailed response to all items listed in the report.
- C. Provide the above-referenced reports to hivstdreport.tech@dshs.texas.gov with a copy to the designated DSHS HIV/STD Program Consultant and the Public Health Region HIV/STD Program Manager/Coordinator per request by DSHS.
- D. Provide to the DSHS Program Consultant and appropriate Contract Management Section staff, the names of the contact person(s) responsible for programmatic concerns and all communications regarding this program, the contact person for fiscal issues, and the names of the contact persons for each of the subgrantees/vendors (if applicable).
- E. Maintain expertise in any subcontracted project content, protocols and methods, and provide technical assistance to subgrantee staff as needed.
- F. The Grantee and any relevant subgrantee(s) or volunteer(s) shall cooperate with DSHS policies to address any and all concerns or problems identified during the Contract term.

VI. QUALITY ASSURANCE ACTIVITIES

If Grantee enters into any contract(s) with subgrantees, Grantee will be entirely responsible to DSHS for the performance of the subgrantee. If subgrantees are used, Grantee is expected to adequately monitor the implementation of interventions and other grant funded activities under this Contract, including but not limited to, the efficient and effective use of resources by the subgrantee(s), and the capacity and performance of subgrantee staff implementing interventions

and other grant funded activities under this Contract, and ensuring that subgrantees are properly collecting and reporting data. DSHS staff may also monitor the subgrantees' activities and conduct periodic site visits, with prior notification to the Grantee.

Grantee will:

- A. Ensure that performance of activities under this Contract is of a high quality and consistent with all the requirements of this Contract and meets with DSHS high performance expectations.
- B. Solicit feedback (e.g., client surveys) from clients being served by Grantee under this Contract and create a summary of the client feedback for each intervention at least once for each year of the Contract. This summary must be available for review during DSHS site visits.
- C. Designate and train staff to be responsible for quality assurance activities, including ensuring accurate and consistent data collection and reporting.
- D. Follow the appropriate DSHS POPS by funding opportunity (as per Section I: General Requirements for All Grantees) for quality assurance requirements.
- E. Maintain written monitoring and evaluation records of all staff involved in Contract activities, including those of subgrantees. DSHS may specify an evaluation and monitoring tools to be used. Information related to quality assurance activities, along with any other documentation associated with activities under this Contract, are subject to review by DSHS Program during program reviews and at any other time.

VII. TRAINING REQUIREMENTS

Grantee will:

- A. Authorize and require staff (including volunteers) to attend training, conferences, and meetings as directed by DSHS.
- B. Appropriately budget funds to meet training requirements in a timely manner, and ensure staff and volunteers are trained as specified in the training requirements listed at <https://www.dshs.texas.gov/hivstd/training/> and as otherwise specified by DSHS. Grantee shall document that these training requirements are met.
- C. Follow the appropriate DSHS POPS by funding opportunity (as per Section I: General Requirements for All Grantees) for training and observation requirements.

VIII. PERFORMANCE MEASURES

Performance Measures as outlined in Form G: Performance Measures table will be used, in part, to assess the Grantee's and their subgrantees' effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract. The Performance Measures outlined in Form G and approved by DSHS are hereby incorporated by reference and made a part of this Contract.

Performance of the Grantee, including but not limited to compliance with program policies and procedures referenced herein, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, will be regularly assessed. Failure to comply with stated requirements and contractual conditions will constitute a breach of contract.

IX. INVOICE AND PAYMENT

- A. Invoices must be submitted monthly to prevent delays in processing a subsequent month's invoicing. Grantees that do not incur expenses for a month are required to submit, on a timely basis, a "zero" dollar invoice. Invoices and all supporting documentation must be emailed to invoices@dshs.texas.gov and cmsinvoices@dshs.texas.gov simultaneously.
- B. Final Close-Out invoice and report: Grantee must submit a final close-out invoice and final status report no later than 45 days following the end of the state fiscal year. Invoices received more than 45 days past the end of the state fiscal year are subject to denial of payment.
- C. The Grantee will submit Financial Status Reports (FSR-269A) bi-annually during the Contract term, as outlined below:

REPORTING PERIOD	DUE DATE
September 1, 2022 – February 28, 2023	March 31, 2023
March 1, 2023 – August 31, 2023	October 15, 2023

- D. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

ATTACHMENT B-4
BUDGET FY 2023

CATEGORY	AMOUNT
PERSONNEL	\$101,789.00
FRINGE BENEFITS	\$51,688.00
TRAVEL	\$2,410.00
EQUIPMENT	\$0.00
SUPPLIES	\$30,052.00
CONTRACTUAL	\$23,600.00
OTHER	\$14,900.00
TOTAL DIRECT COSTS	\$224,439.00
INDIRECT COSTS	\$0.00
TOTAL	\$224,439.00

ATTACHMENT F-1

FFATA

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; width: 100%; height: 1.2em; margin-top: 5px;"></div>	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative Mayor	Date

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: 707CDABABCF1432FB642942E7B80AFB3

Status: Sent

Subject: \$775,170.00 HHS000077800035, City of Lubbock, HIV Prev F_A4 Sig Doc.pdf

Source Envelope:

Document Pages: 15

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

EnvelopeId Stamping: Enabled

#100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.13

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

4/29/2022 8:55:27 AM

CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

Authority Daniel Pope, Mayor

dpope@mylubbock.us

Mayor

City of Lubbock

Security Level: Email, Account Authentication
(None)

Sent: 4/29/2022 9:18:53 AM

Viewed: 4/29/2022 4:19:06 PM

Electronic Record and Signature Disclosure:

Accepted: 2/24/2022 10:25:44 AM

ID: d25db9ae-a441-462f-8bd3-26cfa7fa0ce2

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/28/2022 2:36:00 PM

ID: df6bef6c-6090-4e91-949b-a32e780046e3

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/29/2022 2:52:32 PM

ID: e3c44e47-80f2-4943-840c-43e0325a9ccb

Imelda Garcia

ImeldaM.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/6/2021 8:08:45 AM

ID: 1a6909aa-b026-45a9-be9f-4240c2e32ff9

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amber Vasche amber.vasche@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/29/2022 9:18:52 AM
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Lillie McMillian lillie.mcmillian@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/29/2022 9:18:52 AM
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Katherine Wells kwells@mylubbock.us Director of Public Health City of Lubbock Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 4/29/2022 9:18:51 AM
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CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/29/2022 9:18:52 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

CITY OF LUBBOCK

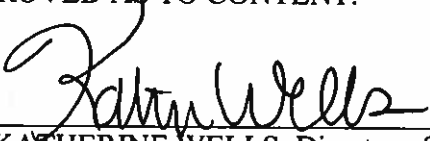
ATTEST:

By: _____
DANIEL M. POPE, Mayor

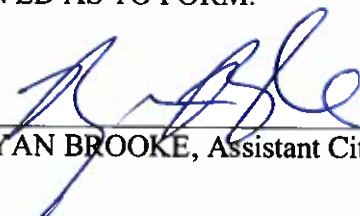
ATTEST:

By: _____
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

By:  _____
KATHERINE WELLS, Director of Public Health

APPROVED AS TO FORM:

By:  _____
RYAN BROOKE, Assistant City Attorney

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the refunding of Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project).

Item Summary

At the quarterly meeting on April 13, 2022, the Board of Directors of the Canadian River Municipal Water Authority ("CRMWA") considered the refunding of the Series 2014 bonds previously issued for the Conjunctive Use Groundwater Supply Project (the "Project") in order to provide debt service savings for CRMWA and member cities. The Project contract between CRMWA and member cities requires that prior to refunding any outstanding bonds, CRMWA must obtain each member city's consent and waiver as to certain notice requirements in the contract. The attached resolution sets out the City of Lubbock's consent and waiver with regard to the bond refunding.

The revenues paid by the City of Lubbock under the Project contract between the City and CRMWA secure the debt service on certain obligations of CRMWA, including the outstanding CRMWA Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds"). At CRMWA's April 13, 2022 regular meeting, George Williford with Hilltop Securities Inc., CRMWA's financial advisor, identified potentially significant savings if some or all of these outstanding Series 2014 Bonds are refunded, as a tax-exempt refunding issue, in accordance with the February 15, 2023 optional call date on the bonds. Based on that presentation, the Board of Directors authorized CRMWA Staff, the financial advisor, and bond counsel to reach out to member cities to obtain the requisite consents, monitor market conditions, and if favorable market conditions persist, to present the item on the July 13, 2022 regular quarterly meeting agenda for Board action.

To appropriately time the refunding of the Series 2014 Bonds, CRMWA will delegate the ability to trigger the refunding of the obligations to the General Manager, if he is able to achieve a certain level of savings through the refunding of the Series 2014 Bonds. The resolution which is presented to the City of Lubbock for consideration, tracks those specified conditions. Accordingly, the City's resolution is effective only if CRMWA can achieve, at a minimum, the present value savings of at least 3.00% of the refunded principal amount.

Fiscal Impact

Savings to the City of Lubbock Water/Wastewater debt service will depend on the refunding results.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - CRMWA 2022 Refunding
Certificate - City Secretary

**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER
AUTHORITY SUBORDINATE LIEN CONTRACT REVENUE
REFUNDING BONDS, SERIES 2014 (CONJUNCTIVE USE
GROUNDWATER SUPPLY PROJECT)**

WHEREAS, the City of Lubbock, Texas (the "City") has entered into that certain Agreement for the Purchase and Acquisition of Conjunctive Use Groundwater Supply (the "Agreement") entered into as of May 15, 1996, as amended, with the Canadian River Municipal Water Authority (the "Authority"); and

WHEREAS, the Authority has entered similar agreements with each of the other cities that are members of the Authority (the "Member Cities"); and

WHEREAS, the Authority issued and has outstanding its Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2017 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2020 (Conjunctive Use Groundwater Supply Project); and Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2021 (Conjunctive Use Groundwater Supply Project); and

WHEREAS, at the present time the Authority desires to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project) (the "Series 2014 Bonds") if market conditions justify refunding all, or a part of, the Series 2014 Bonds; and

WHEREAS, the Agreement provides for certain notice requirements before the Authority may issue Additional Bonds, as defined in the Agreement; and

WHEREAS, the refunding bonds are Additional Bonds under the Agreement; and

WHEREAS, timing constraints in the meeting schedules of the governing bodies of all Member Cities of the Authority to consider and approve refunding bonds may prevent the Authority from issuing refunding bonds in a timely manner to provide savings to the Member Cities; and

WHEREAS, if the market is such that the Series 2014 Bonds can be refunded, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the bonds to permit the Authority to refund all or a part of the outstanding Series 2014 Bonds if a present value savings of at least 3.00% can be achieved; and

WHEREAS, if the market conditions justify the refunding of the Series 2014 Bonds, then the Authority desires to issue refunding bonds in a principal amount not to exceed \$13,350,000 to refund all or a part of the outstanding Series 2014 Bonds; and

WHEREAS the City agrees to the Authority's issuance of bonds as subordinate lien bonds to eliminate the need of a reserve fund;

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

SECTION 1. THAT should market conditions during calendar year 2022 justify the refunding of the Series 2014 Bonds, the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2022 in a principal amount not to exceed \$13,350,000 to refund all or a part of the outstanding Series 2014 Bonds, subject to the requirement that the refunding bonds for the Series 2014 Bonds provide a present value debt service savings of at least 3.00%.

SECTION 2. THAT the City Secretary be and is hereby authorized to deliver certified copies of this Resolution and minutes pertaining to its adoption to the Authority in such numbers as may be requested for the Authority's records and proceedings.

[The remainder of this page intentionally left blank.]

Passed by the City Council on _____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

[City Seal]

APPROVED AS TO CONTENT:



D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Resolution No. _____

CERTIFICATE OF CITY SECRETARY

**THE STATE OF TEXAS
COUNTY OF LUBBOCK
CITY OF LUBBOCK**

**§
§
§**

I, the undersigned City Secretary of said City, hereby certify as follows:

1. That on the _____ of _____, 2022, a Regular meeting of the City Council of the City of Lubbock, Texas was held at the regular meeting place located at City Council Chambers, 1314 Avenue K, Lubbock, Texas, the duly constituted members of the City Council being as follows:

Tray Payne	Mayor
Christy Martinez-Garcia	Council Member
Shelia Patterson Harris	Council Member
Mark W. McBrayer	Council Member
Steve Massengale	Council Member
Dr. Jennifer Wilson	Council Member
Latrelle Joy	Council Member

and all of said persons were present, except for the following: _____;
thus constituting a quorum. Whereupon, among other business, the following was
transacted at said meeting: a written Resolution entitled

**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY
SUBORDINATE LIEN CONTRACT REVENUE REFUNDING BONDS,
SERIES 2014 (CONJUNCTIVE USE GROUNDWATER SUPPLY
PROJECT)**

was duly introduced for consideration of said City Council. It was then duly moved and
seconded that said Resolution be passed; and, after due discussion, said motion,
carrying with it the passage of said Resolution, prevailed and carried by the following
vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from the agenda of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____ day of _____, 2022.

City Secretary
City of Lubbock, Texas

[CITY SEAL]

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to Contract 14768, a service agreement with GovOS, Inc., formerly known as MUNIRevs, Inc. dba LODGINGRevs, for hotel occupancy tax collection and compliance services.

Item Summary

In 2019, the City Council adopted ordinances that established regulations regarding the operation of Short Term Rentals (STR) in the City of Lubbock and required STR operators to register STR units as well as collect and remit hotel occupancy taxes to the City.

In order to identify short term rentals operating in the City and to provide an online platform for the registration and remittance of hotel occupancy taxes, the City Council entered into a contract with MUNIRevs, Inc. DBA LODGINGRevs, now known as GovOS. The contract was for a three-year term initially. Staff recommends extending the contract for an additional 5 years.

Many hotel operators in the City of Lubbock also utilize the GovOS online platform to remit hotel occupancy taxes to the City.

Fiscal Impact

The contract extension has an annual cost of \$16,830 in the first year and includes an escalator for each annual renewal.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Contract 14768 for hotel occupancy tax collection and compliance services, by and between the City of Lubbock and GovOS, Inc. of Austin, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

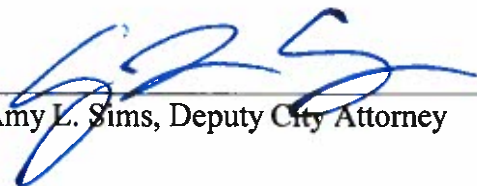
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

 for JM

Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

vw:ccdcs/RES.Amend #1 Contract 14768-GovOS
6.22.22

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Service Agreement 14768 ("Amendment") is entered into on this, 9th day of July, 2019 by and between of the City of Lubbock, Texas, a Texas municipal corporation ("City") and GovOS, Inc., a Delaware corporation, collectively the "Parties".

WHEREAS, the City and MUNIRevs, Inc. dba LODGINGRevs of Durango, Colorado ("MUNIRevs, Inc. dba LODGINGRevs") entered into a Service Agreement for Hotel Occupancy Tax Collection and Compliance Services, (the "Agreement") dated July 9, 2019 (Resolution No.2019-RO248) setting forth certain terms and conditions respecting the engagement of for Hotel Occupancy Tax Collection and Compliance Services, on behalf of City; and

WHEREAS, the Agreement was renewed on July 8, 2021 for a one (1) year term ; and

WHEREAS, MUNRevs, Inc. dba LODGINGRevs was merged with and into GovOS, Inc., a Delaware company,, the parties now desire to renew the agreement and extend the term of the Agreement for an additional five (5) years, as set forth below and update pricing, with all other provisions of the Agreement remaining unchanged.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to amend, and do amend, the Agreement as follows:

1. GovOS hereby assumes all rights and obligations under the Agreement and previously held by MUNIRevs, Inc., DBA LODGINGRevs. In accordance with and for the purposes of the terms of the Agreement, the City hereby consents to this assignment resulting from the merger of MUNIRevs, Inc., DBA LODGINGRevs with and into Contractor. All references to MUNIRevs in the Agreement are hereby amended to "Contractor" and refer to GovOS, Inc.
2. The Parties agree to renew the agreement and extend the term for five (5) years. The new termination date shall be July 9, 2027, unless otherwise renewed and extended by the Parties.
3. The Renewal Fee Schedule attached hereto as Schedule A shall be incorporated into the Agreement.

The Parties further agree that all other terms and conditions of the Agreement shall continue in full force and effect for all purposes.

City of Lubbock

TRAY PAYNE, MAYOR

GovOS INC.


Kevin Lafeber, President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT


Robert Wallace, CBO, MCP

Director of Development Services

APPROVED AS TO FORM



Amy Sims, Deputy Assistant Attorney



SCHEDULE A

City of Lubbock, TX Renewal Fee Schedule

Product	Monthly Cost
Compliance & Identification	
Vacation Rental Census Monitoring and Ongoing Compliance Database Includes reconciliation by our team of experts	\$688.75 Per Month
Non-Compliant Evidence Capture	Included
Online Compliant Form and Call Center during Business Hours	Included
Registration/Permitting and Tax Collection	
Automated Online Licensing and Tax Collection Systems	\$713.75 Per Month
Integrated Notification & Delinquency System	Included
Unlimited Ongoing Staff and User Support for all Modules	Included
	Year 1 Total: \$16,830.00
	Year 2 Option: \$18,008.10
	Year 3 Option: \$19,268.67
	Year 4 Option: \$20,617.47

Information

Agenda Item

Ordinance 1st Reading - Engineering: Consider an ordinance amending Chapter 30 “Lakes, Waterways and Floodplain” of the Code of Ordinances of the City of Lubbock, in order to extend freeboard requirements to residential machinery and equipment.

Item Summary

The Community Rating System (CRS) is a voluntary program within the National Flood Insurance Program (NFIP). The CRS provides flood insurance discounts to communities that implement programs and measures that exceed minimum floodplain management requirements of the NFIP. The City of Lubbock has been a participant in the NFIP since 1982, and joined the CRS in 1992. The CRS determines discounts based on credits earned and class prerequisite achievements for participant activities and programs.

In January 2021, the CRS implemented a new CRS Class 8 prerequisite for freeboard for all participating and new CRS communities. The prerequisite requires the community to adopt and enforce at least a 1-foot freeboard requirement (including machinery and equipment) for all residential buildings constructed, substantially improved, and/or reconstructed due to substantial damage throughout the Special Flood Hazard Area.

These amendments extend the City's flood protection levels for residential and manufactured homes to include machinery and equipment and ensure that the City has achieved compliance with the CRS prerequisite to be at least a Class 8 community. The City's existing flood protection levels meet the 1-foot freeboard requirement for the lowest floor (excluding machinery and equipment) and exceeds it in areas identified within the Master Drainage Plan as areas of greater risk and uncertainty.

Additional amendments included the following:

- Updates the most recent publication date of the Flood Insurance Rate Maps and Flood Insurance Study from January 2, 2013, to February 3, 2017.
- Amends application area and special flood hazard areas to align with language in the Drainage Criteria Manual and Master Drainage Plan study areas. Ensures that flood protection levels identified by City studies, but not yet studied by the NFIP, are required to meet the same level of protection.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance
Redline Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 30 “LAKES, WATERWAYS AND FLOODPLAINS” IN ORDER TO COMPLY WITH UPDATED FEDERAL REQUIREMENTS FOR FLOODPLAIN MANAGEMENT; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, in 2021 the Federal Emergency Management Agency (FEMA) through its program the Community Rating System (CRS) updated some floodplain management requirements for municipalities; and

WHEREAS, the amendments herein bring the City of Lubbock into compliance with those CRS requirements; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments Chapter 30 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT Section 30.03.007 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 30.03.007 Lands to which article applies

This article shall apply to all lands located in City of Lubbock Floodplains and areas of special flood hazard.

SECTION 2. THAT Section 30.03.008 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 30.03.008 Basis for establishing areas of special flood hazard

1. City Floodplain studies produced for the Master Drainage Plan and as set forth in the most recently adopted Drainage Criteria Manual are incorporated herein.
2. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study for Lubbock County, Texas, and Incorporated Areas” dated February 3, 2017, with accompanying flood insurance rate maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

SECTION 3. THAT Sections 30.03.073(1) & (4) of the Code of Ordinances of the City of Lubbock, Texas, are hereby amended to read as follows:

Sec. 30.03.073 Specific standards

In all areas of City Floodplain and special flood hazard where base flood elevation data have been provided, as set forth in section 30.03.008, 30.03.003(b)(8) or 30.03.072(c) of this article, the following regulations shall apply for the corresponding construction type as set forth below:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, elevated to the most restrictive flood protection elevation as set forth below;

- (A) One (1) foot above the 1% annual chance flood elevation established by the City of Lubbock Master Drainage Plan;
- (B) If located in a flood hazard area, the lowest floor (including basement) will be one foot above the peak water surface elevation established by the FIRM of the Federal Emergency Management Agency (FEMA);
- (C) Two (2) feet above the applicable playa lake overflow elevation;
- (D) Eighteen (18) inches above the highest gutter elevation (or if no curb and gutter is present, one foot above top of crown) of the nearest adjacent street(s);
- (E) Six (6) inches above the calculated peak water surface elevation if a design waiver has been granted in accordance with the drainage criteria manual; or
- (F) One foot above the 500-year 24-hour base flood elevation if located by a non-overflow playa lake; and

A registered professional engineer, architect or land surveyor shall submit a certificate to the floodplain administrator that the standard of this subsection, in accordance with Section 30.03.042(1) of this article, are satisfied.

(4) Manufactured homes.

- (A) All manufactured homes to be placed in or substantially improved within zones A, AO, AH, or AE on the City's FIRM and within the City Floodplains on sites that are:
 - 1. Outside of a manufactured home park or subdivision;
 - 2. In a new manufactured home park or subdivision;
 - 3. Existing manufactured home park or subdivision being enlarged; or

4. In an existing manufactured home park or subdivision in which the manufactured home has incurred substantial damage as a result of a flood or other causes,

shall be placed on a permanent foundation so that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, and shall be elevated to the most restrictive flood protection level as set forth in Section 1 above; and

(B) Shall be securely anchored to an anchored foundation system to resist flotation, collapse, and lateral movement, including but not limited to over-the-top or frame ties to ground anchors, while complying with all other state and local regulations.

SECTION 3. 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 4. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 5. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

Passed by the City Council on second reading this _____ day of _____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

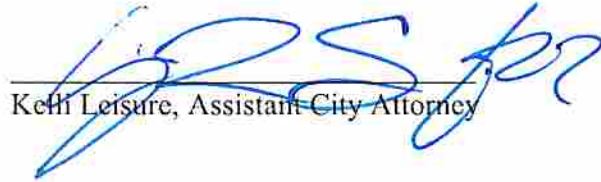
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ccdocs/Ch 30 Floodplain Ord Amend
6.21.22

Sec. 30.03.007 Lands to which article applies

This article shall apply to all lands located in the City of Lubbock Floodplains and which includes areas of special flood hazard ~~within the city~~.

Sec. 30.03.008 Basis for establishing areas of special flood hazard

1. City Floodplain studies produced for the Master Drainage Plan and as set forth in the most recently adopted Drainage Criteria Manual are incorporated herein.

~~1.2.~~ The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for Lubbock County, Texas, and Incorporated Areas" dated ~~January 2, 2013~~ February 3, 2017, with accompanying flood insurance rate maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 30.03.073 Specific standards

In all areas of City Floodplain and special flood hazard where base flood elevation data have been provided, as set forth in section 30.03.008, 30.03.003(b)(8) or 30.03.072(c) of this article, the following regulations shall apply for the corresponding construction type as set forth below;~~the following provisions are required:~~

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, elevated to the most restrictive flood protection elevation as set forth below;~~excluding garage, elevated to or above:~~

(A) One (1) foot above the 1% annual chance flood elevation established by the City of Lubbock Master Drainage Plan;

(B) If located in a flood hazard area, the lowest floor (including basement) will be one foot above the peak water surface elevation established by the FIRM of the Federal Emergency Management Agency (FEMA); ~~otherwise it shall be:~~

(BC) Two (2) feet above the applicable playa lake overflow elevation;

(CD) Eighteen (18) inches above the highest gutter elevation (or if no curb and gutter is present, one foot above top of crown) of the nearest adjacent street(s);

(~~DE~~) Six (6) inches above the calculated peak water surface elevation if a design waiver has been granted in accordance with the drainage criteria manual; or

(E) One foot above the 500-year 24-hour base flood elevation if located by a non-overflow playa lake, ~~whichever is greater~~.

A registered professional engineer, architect or land surveyor shall submit a certificate to the floodplain administrator that the standard of this subsection, ~~as proposed in accordance inwith~~ section 30.03.042(1) of this article, ~~is~~ are satisfied.

(4) Manufactured homes.

(A) All manufactured homes to be placed or substantially improved within zones A, AO, AH, or AE on ~~a community's~~ the City's FIRM and within the City Floodplains on sites that are:

1. Outside of a manufactured home park or subdivision,

2. In a new manufactured home park or subdivision,

3. Existing manufactured home park or subdivision being enlarged, or

4. In an existing manufactured home park or subdivision in which the manufactured home has incurred substantial damage as a result of a flood or other causes

~~-shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces placed on a permanent foundation so that the lowest floor of the manufactured home, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including ductwork, and shall be elevated to the most restrictive flood protection level as set forth in Section 1 above; and~~

(B) Shall be securely anchored to an anchored foundation system to resist flotation, collapse, and lateral movement, including but not limited to over-the-top or frame ties to ground anchors, while complying with all other state and local regulations.

(B) ~~All manufactured homes shall be in compliance with subsection (1).~~

~~(C) — All manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the city's FIRM on sites: (i) outside of a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood, be elevated on a permanent foundation such that the lowest floor (including basement), excluding garage, of the manufactured home shall be elevated to or above the base flood elevation and be securely anchored to an adequately engineered foundation system to resist flotation, collapse and lateral movement.~~

~~(i) — If located in a flood hazard area, the lowest floor (including basement) will be one foot above the peak water surface elevation established by the FIRM;~~

~~(ii) — Two (2) feet above the applicable playa lake overflow elevation;~~

~~(iii) — Eighteen (18) inches above the highest gutter elevation (or if no curb and gutter is present, one foot above top of crown) of the nearest adjacent street;~~

~~(iv) — Six (6) inches above the calculated peak water surface elevation if a design waiver has been granted in accordance with the drainage criteria manual;~~

~~(v) — One foot above the 500-year 24-hour base flood elevation if located by a non-overflow playa lake; or~~

~~(vi) — Whichever is greatest.~~

~~(D) — Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:~~

~~(i) — The lowest floor (including basement) of the manufactured home is at or above the base flood elevation; or~~

~~(ii) — The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately engineered anchor foundation system to resist flotation, collapse and lateral movement.~~

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the mayor to execute Purchase Order 22105210, with Agilent Technologies, Inc., for the purchase of a Gas Chromatograph/Mass Spectrometer (GC/MS) and Inductively Coupled Plasma Mass Spectrometry (ICP-MS) for Water System Laboratory Services.

Item Summary

The City of Lubbock's Water Laboratory located at the North Water Treatment Plant (NWTP) uses an Agilent GC/MS instrument for measuring the concentration of organic disinfection by-products such as Trihalomethanes (THM) and Volatile Organic Compounds (VOC) in drinking water.

The Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) require THM and VOC remain below allowed maximum contaminant levels. THMs are formed during the disinfection process when chlorine compounds react with naturally occurring organics in the raw water. The City of Lubbock must regularly monitor for THMs at the NWTP, the South Water Treatment Plant (SWTP), and in the water distribution system, so that adjustments can be made in the treatment process to maintain compliance with applicable regulations. The ICP-MS system will also be used at the Water Laboratory to determine trace elements in drinking and wastewater, as required by EPA Method 200.8 and SW846-6020.

Bids were solicited for the GC/MS and ICP/MS. In response to ITB 22-16421-SB the following vendors responded.

Vendors	GC/MS/ECD	ICP/MS	TOTAL
Agilent Technology	\$92,759.45	\$150,669.83	\$243,429.28
Shimadzu Instruments	\$88,062.65	\$123,608.84	\$211,671.49
Thermo Electron North America (Thermo Fisher)	No Bid	\$123,608.84	\$123,608.84

The Water Laboratory staff evaluated the bids and recommended awarding the bid for \$243,429.28 to Agilent Technologies. The City has more than 26 years of experience with Agilent services and GC/MS products. Lab staff is familiar with operating these complex pieces of equipment from Agilent. The bid was awarded based on the quality of goods and services they have provided for the last 26 years.

Fiscal Impact

The \$243,429.28 purchase for the GC/MS and ICP-MS, is funded in the FY2021-22 Water/Wastewater Operating Budget.

Staff/Board Recommending

Attachments

Resolution - PO 22105210
PO 22105210 Agilent REQ 58792
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 22105210, as per ITB 22-16421-SB, for the purchase of water testing equipment, by and between the City of Lubbock and Agilent Technologies of Wilmington, Delaware, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney




PURCHASE ORDER

Page - 1
Date - 4/27/2022
Order Number 22105210 000 OP
Branch/Plant 6341

TO: AGILENT TECHNOLOGIES
NORTH AMERICAN CUSTOMER
CONTACT CENTER
2850 CENTERVILLE ROAD BU3-2
WILMINGTON DE 1980-1610

SHIP TO: CITY OF LUBBOCK
WATER TREATMENT PLANT
6001 N GUAVA AVE
LUBBOCK TX 79403

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

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 4/27/2022 Freight
Requested 5/13/2022 Taken By S BALLANCE
Delivery PER R MARTINEZ, REQ 58792 ITB 22-16421-SB

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Agilent 8890 GC/ MS / ECD System	1.000	92,759.4500	EA	92,759.45	7/31/2022
Agilent 7850 ICP-MS System	1.000	150,669.8300	EA	150,669.83	7/31/2022

Total Order

Terms NET 30

243,429.28

This purchase order encumbers funds in the amount of \$243,429.28 awarded to Agilent Technologies of Wilmington, DE, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated March 14, 2022, from Agilent Technologies of Wilmington, DE.

Resolution # _____

CITY OF LUBBOCK

ATTEST:

Tray Payne, Mayor

Rebecca Garza, City Secretary

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmentsal-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Marta Alvarez
 Director of Purchasing
 City of Lubbock
 1625 13th St L-04
 LUBBOCK TX 79401-3830

Quotation

Quote No.	Create Date	Delivery Time	Page
3907067	03/14/2022	4 Weeks	1 of 7
Contact	Phone no.	Valid to	
Karla Rodarte	214-729-2100	07/31/2022	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

City of Lubbock BID ITB 22-16421-SB

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
1000	G7077BA	1.000 EA	92,934.00 USD	47,396.34-	45,537.66
5977B Inert Plus MSD Turbo EI Bundle with Extractor EI Source and Data System (Software, PC and Monitor), and additional G1710FA Data License. With the following configuration: Ship-to Country : USA Add ChemStation DA w/ CS Fam GC/MSD InertPlus EI for 8890 GC Add Laser Printer Substitute IDP3 Oil Free Scroll Pump Installation (44K) Introduction (44L) 1 Year SW Update/Phone Assist (44W)					
Special discount of 51.00 % is applied.					
2000	G3540A	1.000 EA	42,574.00 USD	21,712.74-	20,861.26
Agilent 8890 GC System Custom With the following configuration: Ship-to Country : USA Country of Origin : United States INERT Cap S/SI inlet with EPC - 100psi MSD Interface Electron Capture Detector with EPC Hydrogen Sensor Module Factory plumbing For quick installation Exhaust Deflector Assy Installation (44K) Introduction (44L)					
Special discount of 51.00 % is applied.					

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Quotation

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Contact	Phone no.	Valid to	
Karla Rodarte	214-729-2100	07/31/2022	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<p>A General License Registration Card for certification has been included with this quotation.</p> <p>In order to comply with the NRC state agency U.S. Customers and Puerto Rico must have this certification on file before the electron capture detector (ECD) will be sold or shipped. Prior to order entry this card must be forwarded with your purchase order.</p> <p>Please complete the information and the end user's name, title and telephone who will be responsible for the ECD. To expedite matters, fax this card to 302-633-8953.</p>					
3000	G4567A	1.000 EA	16,146.00 USD	8,234.46-	7,911.54
<p>7650 ALS 50 Vial Automatic Liquid Sampler</p> <p>With the following configuration:</p> <p>Ship-to Country : USA</p> <p>Installation (44K)</p> <p>Introduction (44L)</p> <p>Special discount of 51.00 % is applied.</p>					
4000	G3181B	1.000 EA	5,301.00 USD	2,703.51-	2,597.49
<p>Micro fluidics Splitter, unpurged Enables leak free splitting of column effluent to two detectors. Does NOT include installation.</p> <p>Installation (44K)</p> <p>Introduction (44L)</p> <p>Special discount of 51.00 % is applied.</p>					
5000	G3397B	1.000 EA	2,836.00 USD	1,446.36-	1,389.64
<p>Ion Gauge Kit for 5977 MSD. For 5977 MSD only.</p> <p>With the following configuration:</p>					

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Quotation

Quote No.	Create Date	Delivery Time	Page
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Contact	Phone no.	Valid to	
Karla Rodarte	214-729-2100	07/31/2022	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	Ship-to Country : USA				
	Installation (44K)				
	Special discount of 51.00 % is applied.				
6000	G1033C	1.000 EA	6,683.00 USD	3,408.33-	3,274.67
	Latest NIST MS Library Bundle includes over 350K EI spectra for over 300K compounds (40K increase) and GC Methods/Retention indices library (nist_ri) with 139K compounds				
	Special discount of 51.00 % is applied.				
8000	5190-3983	1.000 EA	51.45 USD	26.24-	25.21
	Liner,UI,splitless,dbl-taper,no wool				
	Special discount of 51.00 % is applied.				
8100	G1544-80700	1.000 EA	88.90 USD	45.34-	43.56
	Liner, Direct Connect, double taper, deactivated				
	Special discount of 51.00 % is applied.				
8200	5190-6980	1.000 EA	199.00 USD	101.49-	97.51

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Contact	Phone no.	Valid to	
Karla Rodarte	214-729-2100	07/31/2022	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
	Ultralnert Universal PressFit Y-Splitter				
	Special discount of 51.00 % is applied.				
9000	G3188-27501	1.000 EA	81.05 USD	41.34-	39.71
	Ferrule, flexi inert 0.25mm col 10/PK UltiMetal treated flexible metal ferrule				
	Special discount of 51.00 % is applied.				
10000	122-0732	1.000 EA	636.00 USD	324.36-	311.64
	DB-1701 30m, 0.25mm, 0.25um				
	Special discount of 51.00 % is applied.				
10100	122-5631	1.000 EA	625.00 USD	318.75-	306.25
	DB-5.625 30m, 0.25mm, 0.25um				
	Special discount of 51.00 % is applied.				
12000	H2149A	1.000 EA	11,667.00 USD	3,383.43-	8,283.57
	Method and Application Consulting On-site consulting for a maximum of 4 participants. Certificates and manuals not included.				

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Contact	Phone no.	Valid to	
Karla Rodarte	214-729-2100	07/31/2022	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
Product	Email	FAX	
Consumables	cag_sales-NA@agilent.com	302-633-8901	
Genomics	orders@agilent.com	512-321-3128	
Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Item	Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
With the following configuration: Ship-to Country : USA Three Day On-site (Includes Travel) Special discount of 29.00 % is applied.					
13000 19199N		1.000 EA	2,370.00 USD	1,208.70-	1,161.30
Install Kit for GCs w/Gas Purifiers Special discount of 51.00 % is applied.					
				Gross Amount	: \$ 182,192.40
				Total Discount	: \$ 90,351.39
				Net Amount	: \$ 91,841.01
				Shipping & Handling	: \$ 918.44
				Total	: \$ 92,759.45

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Karla Rodarte	214-729-2100	07/31/2022	
To place an order: Visit www.agilent.com/store to place online order using a purchase order or credit card and track your order status.			
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Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

Ask about our attractive payment options and how we can help you acquire the latest innovations while minimizing the upfront costs. Contact your Agilent sales representative today or visit us online at www.agilent.com/en/technology/agilent-financial-solutions to learn why more and more labs are choosing these flexible payment plans and identify which works best for you.

To place an order: Visit www.agilent.com/store to place online orders using a purchase order or credit card and track your order status.

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Genomics	orders@agilent.com	512-321-3128
Pathology	customer.service@agilent.com	800-566-3256
Instruments	Lscainstrumentsales@agilent.com	302-633-8953
1-800-227-9770 Option 1		

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to www.agilent.com/chem/exclusiveoffers

TO CHECK THE STATUS OF AN ORDER:

- 1) Visit agilent.com/store to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

TERMS AND CONDITIONS:

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
 - All Sales Tax is subject to change at the time of order.
 - Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
 - Payment Terms: Net 30 days from invoice date, subject to credit approval.
 - * Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.
 - * Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.
- Visit www.agilent.com/chem
- For Training course information and registration including e-Seminars, select [Education](#).
 - For Literature, Application notes, and other information, select [Library](#).
 - For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select [Technical Support](#).

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.



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Pathology	customer.service@agilent.com	800-566-3256	
Instruments	Lscainstrumentsales@agilent.com	302-633-8953	
1-800-227-9770 Option 1			

The sale of Agilent Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any Supplemental Terms or Occasional Reseller Terms of Sale or other applicable terms referenced herein. The sale of Microplates Products shall be subject to Microplates Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. The sale of Microplates Tooling Products shall be subject to Microplates Tooling Terms of Sale and any Supplemental Terms or other applicable terms referenced herein. All of the above "Terms" as applicable. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will take precedence for those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Products and Services availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

Agilent Payment Method: ACH
Credit card accepted only at the time of order placement.
Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.

CUSTOMER ECD REGULATORY INFORMATION

Mandatory U.S. Nuclear Regulatory Commission regulations controlling general license Electron Capture Detectors (ECDs) are posted at the NRC 10 CFR web site (<http://www.nrc.gov/reading-rm/doc-collections/cfr/>). Regulations that control the use of your ECD are 10 CFR:

- 20.2201 Reports of theft or loss of licensed material
- 20.2202 Notification of incidents
- 30.51 Records
- 31.2 Terms and conditions
- 31.5 Certain detecting, measuring, gauging, or controlling devices and certain devices for producing light or an ionized atmosphere

PLEASE NOTE! These regulations, and in particular section 31.5, provide critical control and reporting requirements that must be strictly adhered to. Failure to do so can lead to serious regulatory agency actions

Contact the Agilent Technologies, Inc. Little Falls Site RSO at 302-636-8262 if you do not have internet access for a hard copy.

The intended End User must certify on the following "General License Registration Form" that he or she will adhere to these regulations before a sales order can be generated. This form is not a license but a tracking tool enabling Agilent Technologies, Inc. to meet its' reporting requirements. General Licensees residing in an Agreement State must understand that their ECDs are regulated by their state radiation agency. Certain Agreement States require registration of your General License device. If you reside in an Agreement State, please contact your state radiation agency to determine if you are required to register your ECD and for any other differences between state and federal requirements. Agreement State addresses and phone numbers are listed on the NRC's web site (search "Agreement States").

The following services for ECDs can only be provided by a Specific Licensee:

- Accessing the radioactive source.
- Refurbishing the ECD.
- Transferring ECDs to other General Licensees, except as stipulated in Section 31.5 (c) (9) (enclosed)
- Exporting ECDs, except as stipulated in Section 31.5 (c) (7)

Furthermore, ECDs may only be disposed of through an authorized Licensee. ECDs must be removed from other instruments and disposed of separately. It is not necessary to utilize Agilent Technologies, Inc. for your ECD disposal but the service you do choose must have the specific authorization to handle devices containing Nickel 63. The cost of disposal through Agilent Technologies, Inc. is \$250.00 (reference product number R1629A) as of 1/26/01 but will change as necessary. **Warning: NRC's policy is to issue high civil penalties for improper disposal.**

Other important safety information will be provided or referenced in the operator's manual entitled "Information For General Licensees" which will be shipped with the ECD.

GENERAL LICENSE REGISTRATION FORM

Note: For U.S. customers, Agilent Technologies, Inc. must have this certification on file before the Electron Capture Detector (ECD) will be sold or shipped. Please read and complete the information below, sign where indicated, and return as instructed by your Agilent representative (alternate numbers provided below). *Please note that the person designated as the End User must be the person identified by the General Licensee as having responsibility for having knowledge of the appropriate regulations and requirements and having the authority for taking required actions to comply with appropriate regulations and requirements as defined in NRC Regulations 10 CFR Section 31.5 (c) (12) (enclosed).*

The undersigned End User hereby certifies that he/she will adhere to the requirements of NRC Regulations 10 CFR 20.2201, 20.2202, 30.51, 31.2, and 31.5 as referenced above. The undersigned also accepts responsibility for the operation and maintenance of the ECD in a safe manner lying beyond the manufacturer's control.

Please place a check mark to indicate the ECD Purchased:

- ☐ Micro-ECD (Model G2397A ECD) for 7890B and 7890A GC - Part numbers G2397AD,G2397-60610,G3440B Option 231,G3440B Option 232
- ☐ Micro-ECD (Model G2397A ECD) for the 6890 GC - Part numbers G2397A, G2397-60510
- ☐ Micro-ECD (Model G2397A ECD) for the 6850 Series II GC - Part numbers G2397AB,G2630B Option 231
- ☐ Micro-ECD (Model G2397A ECD) for the 7820A GC- Part numbers G2397AE, G2397-65550,G2397-60620,G4350A Option 231
- ☐ Micro-ECD (Model G4597A ECD) for the Intuvo 9000 GC - Part numbers G3958A,G7356A,G4593-60610,G3950A Option 231
- ☐ Micro-ECD (Model G2397A ECD) for the 8890 GC - Part numbers G3562A, G3564A,G3450-60611,G3540A Option 231,G3540A Option 232,G3545A Option 231,G3545A Option 232
- ☐ Micro-ECD (Model G2397A ECD) for the 8860 GC - Part numbers G2355A, G2365A,G2375A,G2377A,G3450-60611,G2790A Option 231,G2790A Option 232,G2790A Option 431,G2790A Option 432

Please type or print legibly. Shaded areas are mandatory customer information that must be provided by Agilent to the U.S. Nuclear Regulatory Commission. Your order may be delayed if information is not provided or is not legible.

Customer Purchase Order Number: _____ Date Quotation Received: _____

End User's Name: (Print) _____ (Signature) _____

End User's Title: _____ Telephone Number: _____

Company Name (No abbreviations please): _____

Address (No P.O. Boxes): _____

City: _____ State: _____ Zip Code: _____

Agilent Only: Sales Order Number: _____

Return your completed form to your Agilent sales representative.

P/N: G2397-90000

Document Owner: David S. Bennett (RSO)

Rev. I

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[http://sharedoc.collaboration.agilent.com/sites/EHS/SD/KP/Business_Management_\(Quality-EH-S\)/033801.docx](http://sharedoc.collaboration.agilent.com/sites/EHS/SD/KP/Business_Management_(Quality-EH-S)/033801.docx)

Answers to Frequently Asked Questions About General License ECDs

What is a General License?

Unfortunately, there is much confusion over the term "General License" because no "license" or document is issued to the recipient of the General License (GL) device. The NRC grants permission to purchase certain low hazard radioactive products without the need to go through an expensive and time-consuming licensure process. The recipient of the device is granted "general license" (more accurately, general permission) to acquire, receive, possess, use, or transfer the device (all described on the first page of 10 CFR 31.5). It's a great benefit in the U.S. but the recipient of the GL device must comply with the regulations noted on the first page of the document entitled Customer ECD Regulatory Information provided by Agilent at the time of the sale. Agilent has U.S. Nuclear Regulatory Commission materials licenses to manufacture and distribute these General License devices, but these licenses do not cover our customers.

Why do I have to fill out and return a General License Registration Form before I can get my ECD?

The U.S. NRC requires manufacturers of Generally Licensed devices to provide regulatory information to potential customers prior to shipment so the customer can be made aware of their regulatory requirements under the General License provisions outlined in the NRC regulation 10 CFR 31.5 before they commit themselves to purchase generally licensed devices. The completed General License Registration Form (GLRF) proves for our records that the intended End User (the person with regulatory responsibility for the ECD) has been made aware of these regulations and agrees to comply with them. Once we have the completed form returned, we can ship the device. This process serves to inform the customer of their requirements under the regulations governing Generally Licensed devices as well as to prove to the NRC that Agilent Technologies, Inc. is in compliance with our regulatory and licensure requirements.

Does the customer buy an ECD under Agilent's General License?

No. As stated above, Agilent has a material license authorizing the company to distribute General Licensed devices to those customers covered under 10 CFR 331.5 (found at the NRC website: <http://www.nrc.gov/reading-rm/doc-collections/cfr/part031/part031-0005.html>). The customer is granted General License to acquire receive, possess, use or transfer the device in accordance with provisions of 10 CFR 31.5.

Can a customer with a Specific License manage General License ECDs under their Specific License?

Yes. However, the customer will typically have to manage their General License ECDs in accordance with the NRC or Agreement State agency's General License regulations and their Specific License ECDs in accordance with the terms of their Specific License. We say *typically* because the issuing agency may permit the handling of the GL device under the customer's material license. It's recommended that the customer contact their issuing agency for the agency's interpretation.

Should a customer purchase a General License ECD and include it under their Specific License?

This is not recommended. By nature of the General License provisions, customers are not required to be "licensed" by the NRC or Agreement State agency in order to purchase General License devices. Again, if the customer has a Specific License, they will typically have to maintain the General License separately (under the NRC or Agreement State General License regulations) from the Specific

License requirements.

What if the customer has identified a General License model number in the scope of their Specific License?

A customer should not list General License model numbers in a Specific License as the ECD would have to be handled under the terms of both the customer's Specific License and the NRC or Agreement State General License regulations. The customer is strongly encouraged to contact the Specific License issuing authority for direction in points of conflict between the terms of the Specific License and General License regulations (e.g., restriction of movement on General License devices vs. Specific Licenses allowing for movement within the scope of the license). It is recommended that the customer consider amending their Specific License to eliminate the General License model from their Specific License.

Why can't Agilent Technologies, Inc. accept a customer's specific (or Materials) license?

Customers frequently manage General License ECDs under Specific (or Materials) Licenses and will substitute a copy of their license in lieu of completing and returning a copy of the General License Registration Form. We cannot accept these as a substitute for the GLR Form for the following reasons:

- 1) As stated above, by nature of the General License provisions, customers are not required to be "licensed" by the NRC or Agreement State agency in order to purchase a General License device.
- 2) The General Licensee is required to comply with NRC or Agreement State regulations whereas the Specific Licensee is required to comply with the statements and requirements posted on their license. The differences between regulation and license requirements may differ significantly depending on the situation of the Specific Licensee.
- 3) The NRC requires distributors of General License devices to provide them and Agreement States with the actual location (by address and End User) of the device. Specific licensees can move their ECDs anywhere within the scope of their license, which, in say a university with a multi facility campus, could be any of dozens of buildings.
- 4) The General License regulations require the assigning of an individual (identified as the End User) who will have direct control over the movement of each ECD. The specific licensee identifies a designated RSO who is expected to meet rigorous training requirements and bear responsibilities that are far beyond the scope of the General License End User.

Can we accept a General License Registration Form in lieu of a customer's Specific License when they order a Specific License ECD?

No. This is so because:

- 1) The NRC mandates that we sell our ECDs only to "licensed" customers, and we cannot verify such without a copy of the customer's license.
- 2) In order to verify that the customer is licensed, we must examine license expiration dates, maximum amounts of Ni-63 allowed under the license, and that the ECD is being shipped to a location within the scope of the customer's license. We simply can't verify these from the information provided in the General License Registration Form.

What if the customer claims exemption from General License Registration?

Refer to the ECD procedure GCECD068 maintained in Order Processing, Field Repair, and ECD Lab notebooks.

Basically:

- 1) Assure the customer that we are not requiring them to file for a license and that the General License Registration Form is only a tracking device for our customer.
 - 2) Inform the customer that we are required to provide the following information to the Nuclear Regulatory Commission and Agreement States for the transfer of the device to their location:
 - End User's name*, title, and telephone number
 - Exact street location that the device will be used
- * The person identified by the General Licensee as having responsibility for having knowledge of the appropriate regulations and requirements and having the authority for taking required actions to comply with appropriate regulations and requirements as defined in NRC Regulation 10 CFR Section 31.5 (c) (12)

Please call the RSO at 302-636-8262 if there are any further questions.



**Purchasing and Contract Management
Project Summary
ITB 22-16421-SB Water Testing Equipment**

Notice was published in the Lubbock Avalanche Journal on February 27 and March 6, 2022.

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

Notice was published on Bonfire-hub.com from February 25 to March 16, 2022.

19 vendors took documents from Bonfire-hub.com

6 vendors were notified separately.

3 vendors submitted a bids.

Information

Agenda Item

Resolution - Wastewater: Consider a resolution authorizing the Mayor to execute Contract 16664, with Bill Sides, allowing the City to provide reclaimed water for agricultural purposes.

Item Summary

Since 1987, the City of Lubbock has been authorized by the Texas Commission on Environmental Quality (TCEQ) under 30 TAC Chapter 210 to provide reclaimed water to landowners adjacent to the City's land application facilities. Reclaimed water is treated wastewater effluent, which is transported to the Lubbock Land Application Site reservoir before using it for crop irrigation.

The treated wastewater that the City is currently providing customers for agricultural purposes, is classified as Type II reuse water, which is the lowest quality water allowable for reuse. The reclaimed water sent to a 210 user may be interrupted due to the reuse water not meeting Chapter 210 water quality standards or due to the lack of water availability. Sending this reclaimed water to 210 users helps the City meet TCEQ's discharge permit requirements.

Since December 2001, Bill Sides has been under contract with the City to use a portion of its reclaimed water to irrigate his cotton. This contract is a new contract that will allow the continued use of reclaimed wastewater effluent for another 5-year term. The contract can be terminated upon notice at any time. Staff recommends selling the low quality 210 reclaimed water at a volume rate \$0.15 per 1,000 gallons.

Fiscal Impact

It is anticipated that this contract will generate about \$2,400 in revenue annually for the Water/Wastewater Enterprise Fund.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution- BSides- Reuse

Contract- BSides-Reuse

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 furnishing of reclaimed water, by and between the City of Lubbock and Bill Sides, 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 Council.

Passed by the City Council on _____.

TRAY PAYNE, 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

Res-reclaimed water.Bill Sides 2022

CITY OF LUBBOCK RECLAIMED WATER
SUPPLY CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, Bill Sides (the "User") certifies, represents and warrants that he is the owner or has authorization to enter into this agreement (the "Contract") on behalf of the owner, of the lands described as follows (the "Property"):

Property: A Tract of 188.1 acres of land known generally as Tract Number Seven of the A.H. Baer Estate lands in Lubbock County, Texas and being 93.9 acres out of Section 3, Block I, 12.8 acres out of Section 20, Block S and 61.4 acres out of Section 76, Block A, described by metes and bounds as follows: Beginning at 1¼" iron pipe set for the Southwest corner of this tract which said iron pipe is located 875.25 varas North 89° 42' West and 76.9 varas South 0° 38' East from the Northeast corner of Survey Number Twenty (20), Block S in Lubbock County, Texas; Thence North 0° 38' West at 76.9 varas cross the north line of Section 20, Block S and the South line of Section 76, Block A; at 1027 varas the Northwest corner of this tract in center of public road going east and west; iron pipe on south side of road; Thence South 87° 52' East at 495.05 varas cross the East line of Section 76, Block A and West line of Section 3, Block I; at 1058.25 varas the Northeast corner of this tract in center of public roads going north, south, and west and in the east line of Section 3, Block I; Thence South 0° 26' East 982 varas to the Southeast corner of this tract in center of public road going north and south; in the east line of Section 3, Block I; in the east line of Section 3, Block I, iron pipe on West side of road; Thence North 89° 42' West at 183 varas cross the west line of Section 3, Block I and east line of Section 20, Block S; at 1058.25 varas the place of beginning and containing 188.1 acres, more or less, of land.

WHEREAS, the City of Lubbock (the "City") operates and manages the Southeast Water Reclamation Plant, and the Texas Commission on Environmental Quality (herein called "TCEQ") has the authority to regulate and enforce activities under this Contract regarding the use of Reclaimed Water (herein so called); and,

WHEREAS, the City is authorized to provide Reclaimed Water pursuant to TCEQ Authorization No. R10353-002C for Type II use pursuant to 30 Tex. Admin. Code Chapter 210, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council finds that it is a public benefit to the City at this time for the User to receive the Reclaimed Water pursuant to this contract to provide flexibility for the City in operating it's land application facilities; and

WHEREAS, User desires to receive from the City, and the City desires to provide to User, to the extent available, Reclaimed Water for the purpose(s), and only the purposes, stated in Section 1.01 of this Contract.

NOW THEREFORE, USER AND CITY CONTRACT AND AGREE AS FOLLOWS:

ARTICLE I USE OF RECLAIMED WATER

1.01 Subject to the terms and conditions hereof, the City shall provide, and User shall receive, Reclaimed Water for, limited to use upon the Property for the purpose of (check all that apply):

- ☒ Agricultural irrigation of crops not for human consumption
- ☐ Irrigation of crops that will be peeled, skinned, cooked, or thermally processed before human consumption is allowed
- ☐ Agricultural irrigation of pastures for grazing of non-milking animals
- ☐ Industrial cooling water

1.02 To the extent the City is authorized by the Permit to distribute Reclaimed Water and that

Reclaimed Water is available as solely determined by the City, the City shall provide Reclaimed Water to the User on a demand basis only. User expressly agrees and understands that the use of Reclaimed Water contemplated hereby is made on an “as available” basis from the City. Further, the City may be required from time to time to cease deliveries of Reclaimed Water to User in the event State dictated quality standards are not met. Nothing in this Contract shall ever be construed to obligate the City to provide Reclaimed Water to the User.

1.03 The term of this Contract shall be five years (5) years, commencing on the effective date and expiring on April 1, 2027.

ARTICLE II

DUTIES OF USER

2.01 Prior to being provided Reclaimed Water, as contemplated herein, User shall submit to the City, certified by a licensed Texas engineer, its (a) transfer, storage, and irrigation design plan; (b) operation, water balance (or substitute that of the City) and maintenance plan; and (c) contingency spill plan. The plans submitted by User shall be in full and complete compliance with all applicable federal and state statutes, rules, regulations, and local ordinances, including, but not limited to, Title 30, Chapter 210, of the Texas Administrative Code. The plans submitted shall include, at a minimum, i) labeling and separation plan for prevention of cross contamination; (ii) measures to be utilized to prevent unauthorized access to Reclaimed Water facilities; (iii) procedures for monitoring Reclaimed Water transfer and use; (iv) steps the User will initiate to minimize risk of inadvertent human exposure; (v) schedules for routine maintenance; (vi) procedures for employee training and safety precautions relating to Reclaimed Water treatment, distribution and management; and (vii) contingency plan for remedy of system failures, unauthorized discharges, or upsets. The City shall have the authority to review the submitted plans, and may reject said plans, in its sole discretion, if found to be in noncompliance with any applicable federal or state statute, rule, regulation or local ordinance, the terms of this Contract, or for any reason deemed material in the sole discretion of the City. Notwithstanding the right of the City to inspect the plans submitted

by the User, the City shall in no event be responsible for the User's failure to comply with all applicable federal and state statutes, rules, regulations, and/or local ordinances, and all terms and provisions of this Contract.

2.02 The user shall pay the City fifteen cents (\$0.15) per one thousand (1,000) gallons of Reclaimed Water delivered by the City under the terms of this Contract.

2.03 Reclaimed Water provided by this Agreement shall only be used by the User for purposes authorized in Attachment A, The User shall transport, distribute, irrigate and/or otherwise utilize the Reclaimed Water supplied by the City as contemplated by this Contract, in accordance with the requirements of all applicable federal and state statutes, rules and regulations and all local ordinances, as same may be amended, including but not limited to, Title 30, Chapter 210 of the Texas Administrative Code. In the event that User shall fail to comply with same, the City may immediately terminate non-compliant Reclaimed Water use.

2.04 The User shall not transport, distribute, irrigate and/or otherwise utilize Reclaimed Water for any purpose other than the purpose(s) stated in Section 1.01 of this Contract. The sale of Reclaimed Water received from the City to a third party is strictly prohibited and void.

2.05 The City shall deliver Reclaimed Water from the SEWRP to the point of delivery transfer, at which such point all liability for the further conveyance and use of Reclaimed Water shall rest with the User. User agrees that all valves and other controls to start, stop, and regulate the flow and use of Reclaimed Water that are beyond the point of delivery shall belong to user and be under the sole responsibility and control of the User. The User shall be responsible for any and all costs associated with the delivery of Reclaimed Water to the Property, including, but not limited to (i) meter installation; (ii) taps, and/or extending distribution lines from the City's trunkline to the Property; (iii) plan, facility and irrigation design review; and (iv) repairs performed by the City to the User's distribution facilities. Notwithstanding anything to the contrary herein, the City shall in no event repair, or be

responsible for making any repairs, to the User's above-ground irrigation system(s).

2.06 The User shall ensure that (i) Reclaimed Water overflow, crop stress and undesirable soil contamination by a salt does not occur; (ii) the irrigation site must be maintained with a vegetative cover or be under cultivation during all times when Reclaimed Water is being applied; (iii) there shall be no application of Reclaimed Water when the ground is frozen or saturated; (iv) there shall be no spray and/or any other application of any kind or type upon areas outside the designated irrigation area; (v) irrigation operations shall be managed in a manner to minimize the inadvertent contact of Reclaimed Water with humans; and (vi) distribution systems must be designed to prevent operation by unauthorized personnel; and (vii) irrigation practices shall not produce incidental ponding or standing water, except in cases wherein local farming conditions, the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems and patterns, there will be standing water.

2.07 User shall ensure that any site containing Reclaimed Water has proper signs in accordance with 30 Tex. Admin. Code Chapter 210.25(h). All storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled as required.

2.08 Reclaimed Water to be delivered by the City shall be treated effluent in compliance with applicable state and federal law. Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for purposes specified in Exhibit A. The User has made an independent evaluation of the Reclaimed Water, and the uses thereof, as contemplated by this Contract, and acknowledges that the City has made no statements or representations concerning the availability of Reclaimed Water, quality of the Reclaimed Water, or present or future value of any anticipated income or profits to be derived from the Reclaimed Water and/or the uses thereof and THAT THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO

THE DESCRIPTION, VALUE, QUALITY, QUANTITY, OR AVAILABILITY OF RECLAIMED WATER, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE RECLAIMED WATER. USER FURTHER ACKNOWLEDGES THAT, IN ENTERING INTO THIS CONTRACT, USER HAS RELIED SOLELY UPON ITS INDEPENDENT EXAMINATION OF THE RECLAIMED WATER AND THE USES THEREOF, AS CONTEMPLATED BY THIS CONTRACT, AND ITS INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS AND STUDIES BASED THEREON.

2.09 THE USER RELEASES FOR THEMSELVES, PERSONAL REPRESENTATIVES, HEIRS, DEVISEES, SUCCESSORS AND ASSIGNEES, THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, FROM ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANYWAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.10 THE USER SHALL INDEMNIFY, REIMBURSE AND HOLD THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANY WAY, MANNER OR

FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

- 2.11 The User shall not allow the creation and/or continuation of any nuisance condition resulting from the distribution, use, and/or the storage of Reclaimed Water, and the User is responsible for abating, in its entirety, any such nuisance or condition.
- 2.12 The User shall not utilize the Reclaimed Water in any way that degrades, or has the potential of degrading, ground water quality to a degree adversely affecting its actual or potential uses.
- 2.13 Reclaimed Water managed in ponds for storage must be prevented from discharge into waters of the state, except for discharges directly resulting from rainfall events. All other discharges are unauthorized. If an unauthorized overflow occurs causing discharge into or adjacent to waters of the state, the User shall report the non-compliance, in writing, to the City, the TCEQ regional office and the TCEQ Austin office, Water Enforcement Section (MC 149), within five (5) working days of becoming aware of the overflow. A written submission shall contain a description of (i) the non-compliance and its cause; (ii) the potential danger to human health or safety, or the environment; (iii) the period of non-compliance, including exact dates and times; (iv) if the non-compliance has not been corrected, the anticipated time it is expected to continue; and, (v) steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance, and to mitigate its adverse affects.

ARTICLE III

MISCELLANEOUS

- 3.01 This Contract shall be governed by and interpreted according to the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. Venue for any and all actions concerning this Contract, and/or the activities contemplated thereby, shall exclusively lie in Lubbock County, Texas.
- 3.02 This Contract, including all exhibits attached hereby or made a part of hereof, if any, constitute the entire agreement between the City and the User, and supersedes all prior agreements, understandings and negotiations and discussions whether oral or written, of the parties. No supplement, amendment, alteration, modification, waiver or termination with this Contract shall be binding unless executed in writing by the parties hereto.
- 3.03 No waiver of any provision of this Contract shall be deemed to cause a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 3.04 If any term or other provision of this Contract is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force so long as the economic or legal substance of the transactions contemplated hereby are not affected in a material adverse manner with respect to either party.
- 3.05 This Contract is not intended to create, nor shall it be construed to create, any rights of any third party under doctrines concerning third party beneficiaries.
- 3.06 Neither party hereto shall assign this Contract, or any other rights or obligations hereunder, without the prior written consent of the other party, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors

and permitted assignees.

- 3.07 In the event User shall not comply with any provision hereof, the City may immediately terminate this Contract and exercise any and all rights and remedies available to it by law, equity contract or otherwise. In any event, this Contract may be terminated by the User or City upon ninety (90) days written notice to the non-terminating party. For the purposes hereof, notice shall be deemed delivered when deposited in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed, if to the City; Attention: Wood Franklin, P.E., P.O. Box 2000, Lubbock, Texas 79457 and if to User; Bill Sides, Rt. 1 Box 210, Lubbock, Texas 79401.
- 3.08 The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

ARTICLE IV

SPECIAL PROVISIONS

- 4.01 By his execution below, Bill Sides, owner of the Property, herein acknowledges that he has i) read this Contract, ii) understands all of the terms hereof; and iii) expressly consents to the use of Reclaimed Water, as set forth herein, on the Property.

Executed this _____ day of _____, 2022.

City of Lubbock:

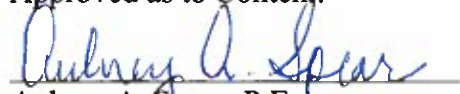
Tray Payne, Mayor

Owner/User:



Bill Sides

Approved as to Content:



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

Approved as to Form:



Amy Sims
Deputy City Attorney

Attest:

Rebecca Garza
City Secretary



EXHIBIT A

Authorization No. R 10353-002
This authorization supersedes and replaces
No. R 10353-002
approved November 19, 2001.

AUTHORIZATION FOR RECLAIMED WATER

Producer: City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Provider: City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

User: The Permittee(s) as permitted by the City of Lubbock, permitted as distributors and bulk users of reclaimed water.

Location: The plant site is located at the eastern terminus of East 38th Street, south of Fort Worth and Denver Railroad Bridge crossing of the North Fork of the Double Mountain Fork of the Brazos River, approximately one mile northwest of the intersection of State Highway-Loop 289 and Farm-to-Market Road 835 (Buffalo Springs Road), in the southeastern portion of the City of Lubbock, Lubbock County, Texas.

Authorization: Reclaimed water from the Southeast Water Reclamation Plant (Permit No. 10353-002) is authorized to supply users for agricultural irrigation on crops not for human consumption and pastures for grazing non-milking animals on a demand only basis so that water is not delivered during times it cannot be used beneficially. The reclaimed water supply services from the Southeast Water Reclamation Plant are to areas north, south and east of the Lubbock Land Application Site shown on Attachment "A".

This authorization contained the conditions that apply for the uses of the reclaimed water. The approval of a reclaimed water use project under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer and/or user to obtain a separate water rights authorization from the commission.

This action is taken under authority delegated by the Executive Director of the Commission on Environmental Quality.

Issued Date: January 9, 2007


For the Commission

JAN 17 2007

Limitations: The authorization is subjected to the following requirements:

I. General Requirements.

- (a) No wastewater treatment plant operator (producer) shall transfer to a user reclaimed water without first notifying the commission.
- (b) Irrigation with untreated wastewater is prohibited.
- (c) Food crops that may be consumed raw by humans shall not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- (d) There shall be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water.
- (e) Reclaimed water shall not be utilized in a way that degrades ground water quality to a degree adversely affecting its actual or potential uses.
- (f) Reclaimed water managed in ponds for storage must be prevented from discharge into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the commission. All other discharges are unauthorized. If any unauthorized overflow of a holding pond occurs causing discharge into or adjacent to waters in the state, the user or provider, as appropriate, shall report any noncompliance. A written submission of such information shall also be provided to the commission regional office and to the Austin Office, Water Enforcement Section (MC-149), within five (5) working days of becoming aware of the overflow. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and, steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- (g) The irrigation site must be maintained with a vegetative cover or be under cultivation during times when reclaimed water is being applied. The irrigation practices shall be designed so as to prevent incidental ponding or standing water except where local farming conditions and the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems, and patterns, there will be standing water. Irrigation application rates and application times shall be developed so as to minimize "wet grass" conditions in unrestricted landscaped areas during the periods the area could be in use. Irrigation systems shall be designed so that the irrigation spray does not reach any privately-owned premises outside the designated irrigation area or reach public drinking fountains. There shall be no application of effluent when the ground is water saturated or frozen. Distribution systems must be designed to prevent operation by unauthorized personnel. Irrigation operations shall be managed in a manner to minimize the inadvertent contact of reclaimed water with humans. Operational or tailwater controls shall be provided to preclude discharge of reclaimed water from irrigation sites.
- (h) Unless otherwise provided in this authorization, there shall be no off-site discharge, either airborne or surface runoff, of reclaimed water from the user's property except to a wastewater treatment system or wastewater treatment collection system unless the reclaimed water user applies for and obtains a permit from the commission which authorizes discharge of the water.

- (i) Signs in both English and Spanish shall be posted at storage areas, hose bibs and faucets reading "Reclaimed Water, Do Not Drink" or similar warnings. Alternately, the area may be secured to prevent access by the public.
- (j) Reclaimed water piping shall be separated from potable water piping when trenched by a distance of at least nine feet. Exposed piping, hose bibs and faucets shall be painted purple and designed to prevent connection to a standard water hose. All piping shall be stenciled with a warning reading "NON-POTABLE WATER."
- (k) The design of distribution systems which will convey reclaimed water to a user shall be approved by the executive director. Materials shall be submitted for approval by the executive director in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Annotated Texas Statutes). The plans and specifications for the distribution systems authorized by this authorization must be approved pursuant to state law, and failure to secure approval before commencing construction of such works or making a transfer of reclaimed water therefrom is a violation of this authorization, and each day of a transfer is an additional violation until approval has been secured.
- (l) Major changes from a prior notification for use of reclaimed water must be approved by the executive director. A major change includes:
 - (1) a change in the boundary of the approved service area not including the conversion of individual lots within a subdivision to reclaimed water use;
 - (2) the addition of a new producer;
 - (3) major changes in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
 - (4) changes from either Type I or Type II uses to the other.
- (m) The reclaimed water producer and user shall maintain on the sites a current operation and maintenance plan. The operation and maintenance plan which shall contain, as a minimum the following:
 - (1) a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
 - (2) the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (eg., secured valves);
 - (3) procedures for monitoring reclaimed water;
 - (4) a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
 - (5) schedules for routine maintenance;
 - (6) a plan for worker training and safety; and
 - (7) contingency plan for system failure or upsets.

II. Storage Requirements for Reclaimed Water.

- (a) All initial holding ponds designed to contain Type II effluent, located in areas in the state not identified by a rating of 110 or greater on the statewide, shall conform to the following requirements:
 - (1) The ponds, whether constructed of earthen or other impervious materials, shall be designed and constructed so as to prevent groundwater contamination;
 - (2) Soils used for pond lining shall be free from foreign material such as paper, brush, trees, and large rocks;

- (3) All soil liners must be of compacted material having a permeability less than or equal to 1×10^{-4} cm/sec, at least 24 inches thick, compacted in lifts no greater than 6 inches each;
 - (4) Synthetic membrane linings shall have a minimum thickness of 40 mils. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1×10^{-4} cm/sec are acceptable alternatives;
 - (5) Certification shall be furnished by a Texas Registered Professional Engineer that the pond lining meets the appropriate criteria prior to utilization of the facilities;
 - (7) Soil embankment walls shall have a top width of at least five feet. The interior and exterior slopes of soil embankment walls shall be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are utilized. All soil embankment walls shall be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals shall be installed on all piping penetrating the embankments;
 - (8) An alternative method of pond lining which provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and
 - (9) A specific exemption may be obtained from the executive director if, after the review of data submitted by the reclaimed water provider or user, as appropriate, the executive director determines containment of the reclaimed water is not necessary, considering:
 - (A) soil and geologic data, and ground water data, including its quality, uses, quantity and yield; and
 - (B) adequate demonstration that impairment of ground water for its actual or potential use will be prevented.
- (b) Reclaimed water may be stored in leak-proof, fabricated tanks.
- (c) Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or impairment of ground water for its actual or intended use will be also subject to the storage requirements of this section.

III. Irrigation Using Reclaimed Water.

Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system. It shall be the responsibility of the reclaimed water producer to establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV relating to Sampling and Analysis.

- (a) **Type II Reclaimed Water Use.** The type of use includes irrigation or other uses where the public is not present during the time when irrigation activities occur or other uses where the public would not come in contact with the reclaimed water.
- (b) The following conditions apply to this type of use of reclaimed water. At a minimum, the reclaimed water producer shall only transfer reclaimed water of the following quality as described for each type of specific use:

for Type II reclaimed water use, reclaimed water on a 30-day average shall have a quality of:

BOD ₅	30 mg/l
Fecal Coliform	400 CFU/100 ml*
Fecal Coliform (not to exceed)	1000 CFU/100 ml**
* geometric mean	
** single grab sample	

IV. Sampling and Analysis.

The reclaimed water producer shall sample the reclaimed water prior to distribution to user to assure that the water quality is in accord with the intended contracted use. Analytical methods shall be in accord with those specified in Chapter 319 (relating to Monitoring and Reporting). The minimum sampling and analysis frequency for Type II reclaimed water is once per week.

The monitoring shall be done after the main reservoir. These records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least five years.

V. Record Keeping and Reporting.

(a) The reclaimed water provider and user shall maintain records on site for a period of five years.

(1) Records to be maintained by the provider include:

- (A) copies of notifications made to the commission concerning reclaimed water projects.
- (B) as applicable, copies of contracts made with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water).
- (C) records of volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water).
- (D) reclaimed water quality analyses.

(2) The reclaimed water producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. Such reports are due to the commission by the 20th day of the month following the reporting period.

- (A) volume of reclaimed water delivered to provider.
- (B) quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria except those listed as "not to exceed" which shall be reported as individual analyses.

VI. Transfer of Reclaimed Water.

Reclaimed water transferred from a provider to a user shall be done on a demand-only basis. This means that the reclaimed water user may refuse delivery of such water at any time. All reclaimed water transferred to a user must be of at least the treatment quality specified in Section IV. Transfer shall be accomplished via pipes or tank trucks.

VII. General Prohibitions.

Storage facilities for retaining reclaimed water prior to use shall not be located within the floodway and shall be protected from the 100-year flood.

VIII. Restrictions.

This authorization does not convey any property right and does not grant any exclusive privilege.

IX. Responsibilities and Contracts.

- (a) The producer of reclaimed water will not be liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have, but are not limited to, the following responsibilities:

(1) The reclaimed water producer shall:

- (A) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
- (B) sample and analyze the reclaimed water and report such analyses in accordance with Sections IV and V relating to Sampling and Analysis and Record keeping and Reporting, respectively; and
- (C) notify the executive director in writing within five (5) days of obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval.

(2) The reclaimed water provider shall:

- (A) assure construction of reclaimed water distribution lines/systems in accordance with 30 TAC Chapter 317 and in accordance with approved plans and specifications;
- (B) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
- (C) notify the executive director in writing within five (5) days of obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval; and
- (D) not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.

(3) The reclaimed water user shall:

- (A) use the reclaimed water in accordance with this authorization; and
- (B) maintain and provide records as required by Section III relating to Record Keeping and Reporting.

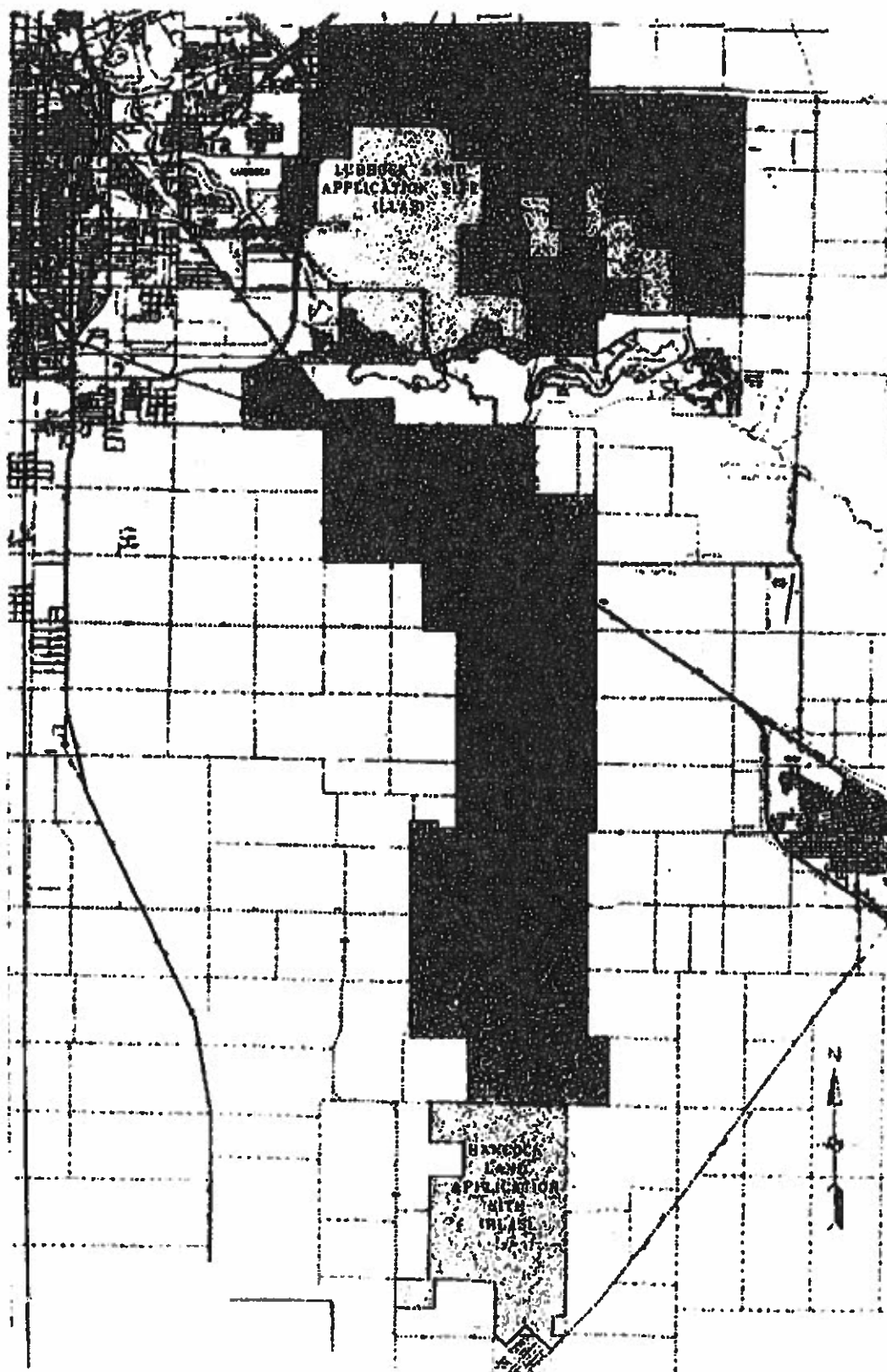
X. Enforcement.

If the producer, provider and/or user fails to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code, §§26.019 and 26.136.

XI. STANDARD PROVISIONS:

- (a) This authorization is granted in accordance with the Texas Water Code and the rules and other Orders of the Commission and the laws of the State of Texas.
- (b) Acceptance of this authorization constitutes an acknowledgment and agreement that the provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other Orders of the Commission and the laws of the State of Texas. Agreement is a condition precedent to the granting of this authorization.

Attachment "A"



Information

Agenda Item

Resolution - Wastewater: Consider a resolution authorizing the Mayor to execute Contract 16665, with Fred Jones, allowing the City to provide reclaimed water for agricultural purposes.

Item Summary

Since 1987, the City of Lubbock has been authorized by the Texas Commission on Environmental Quality (TCEQ) under 30 TAC Chapter 210 to provide reclaimed water to landowners adjacent to the City's land application facilities. Reclaimed water is treated wastewater effluent, which is pumped to the Lubbock Land Application Site reservoir before using it for crop irrigation.

The treated wastewater that the City is currently providing customers for agricultural purposes is classified as Type II reuse water, which is the lowest quality water allowable for reuse. The reclaimed water sent to a 210 user may be interrupted due to the reuse water not meeting Chapter 210 water quality standards or due to the lack of water availability. Sending this reclaimed water to 210 users helps the City meet TCEQ's discharge permit requirements.

Since December 2001, Fred Jones has been under contract with the City to use a portion of its reclaimed water to irrigate his cotton. This contract is a new contract that will allow the continued use of reclaimed wastewater effluent for another 5-year term. The contract can be terminated upon notice at any time. Staff recommends selling the low quality 210 reclaimed water at a volume rate of \$0.15 per 1000 gallons.

Fiscal Impact

It is anticipated that this contract will generate about \$3,800 in revenue annually for the Water/Wastewater Enterprise Fund.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution- FJones-Reuse

Contract- FJones-Reuse

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 furnishing of reclaimed water, by and between the City of Lubbock and Fred Jones, 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 Council.

Passed by the City Council on _____.

TRAY PAYNE, 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

Res-reclaimed water.Fred Jones 2022

CITY OF LUBBOCK RECLAIMED WATER
SUPPLY CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, Fred Jones (the “User”) certifies, represents and warrants that he is the owner or has authorization to enter into this agreement (the “Contract”) on behalf of the owner, of the lands described as follows (the “Property”):

Property A: Southwest 90 acres of Block A, Section 76, Tr 6-A-2

WHEREAS, the City of Lubbock (the “City”) operates and manages the Southeast Water Reclamation Plant, and the Texas Commission on Environmental Quality (herein called “TCEQ”) has the authority to regulate and enforce activities under this Contract regarding the use of Reclaimed Water (herein so called); and,

WHEREAS, the City is authorized to provide Reclaimed Water pursuant to TCEQ Authorization No. R10353-002C for Type II use pursuant to 30 Tex. Admin. Code Chapter 210, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council finds that it is a public benefit to the City at this time for the User to receive the Reclaimed Water pursuant to this contract to provide flexibility for the City in operating it’s land application facilities; and

WHEREAS, User desires to receive from the City, and the City desires to provide to User, to the extent available, Reclaimed Water for the purpose(s), and only the purposes, stated in Section 1.01 of this Contract.

NOW THEREFORE, USER AND CITY CONTRACT AND AGREE AS FOLLOWS:

ARTICLE I USE OF RECLAIMED WATER

1.01 Subject to the terms and conditions hereof, the City shall sell and deliver, and User shall purchase and accept delivery of Reclaimed Water for, limited to use upon the Property for the purpose of (check all that apply):

- ☒ Agricultural irrigation of crops not for human consumption
- ☐ Irrigation of crops that will be peeled, skinned, cooked, or thermally processed before human consumption is allowed
- ☐ Agricultural irrigation of pastures for grazing of non-milking animals
- ☐ Industrial cooling water

1.02 To the extent the City is authorized by the Permit to distribute Reclaimed Water and that Reclaimed Water is available as solely determined by the City, the City shall provide Reclaimed Water to the User on a demand basis only. User expressly agrees and understands that the purchase and use of Reclaimed Water contemplated hereby is made on an "as available" basis from the City. Further, the City may be required from time to time to cease deliveries of Reclaimed Water to User in the event State dictated quality standards are not met. Nothing in this Contract shall ever be construed to obligate the City to provide Reclaimed Water to the User.

1.03 The term of this Contract shall be five years (5) years, commencing on the effective date and expiring on April 1, 2027.

ARTICLE II

DUTIES OF USER

2.01 Prior to purchase of Reclaimed Water, as contemplated herein, User shall submit to the City, certified by a licensed Texas engineer, its (a) transfer, storage, and irrigation design plan; (b) operation, water balance (or substitute that of the City) and maintenance plan; and (c) contingency spill plan. The plans submitted by User shall be in full and complete compliance with all applicable federal and state statutes, rules, regulations, and local ordinances, including, but not limited to, Title 30, Chapter 210, of the Texas Administrative Code. The plans submitted shall include, at a minimum, i) labeling and separation plan for prevention of cross contamination; (ii) measures to be utilized to prevent unauthorized access to Reclaimed Water facilities; (iii) procedures for monitoring Reclaimed Water transfer and use; (iv) steps the User will initiate to minimize risk of inadvertent human exposure; (v) schedules for routine maintenance; (vi) procedures for employee training and safety precautions relating to Reclaimed Water treatment, distribution and management; and (vii) contingency plan for remedy of system failures, unauthorized discharges, or upsets. The City shall have the authority to review the submitted plans, and may reject said plans, in its sole discretion, if found to be in noncompliance with any applicable federal or state statute, rule, regulation or local ordinance, the terms of this Contract, or for any reason deemed material in the sole discretion of the City. Notwithstanding the right of the City to inspect the plans submitted by the User, the City shall in no event be responsible for the User's failure to comply with all applicable federal and state statutes, rules, regulations, and/or local ordinances, and all terms and provisions of this Contract.

2.02 The user shall pay the City fifteen cents (\$0.15) per one thousand (1,000) gallons of Reclaimed Water delivered by the City under the terms of this Contract.

2.03 Reclaimed Water purchased by this Agreement shall only be used by the User for purposes authorized in Attachment A, The User shall transport, distribute, irrigate and/or otherwise

utilize the Reclaimed Water supplied by the City as contemplated by this Contract, in accordance with the requirements of all applicable federal and state statutes, rules and regulations and all local ordinances, as same may be amended, including but not limited to, Title 30, Chapter 210 of the Texas Administrative Code. In the event that User shall fail to comply with same, the City may immediately terminate non-compliant Reclaimed Water use.

2.04 The User shall not transport, distribute, irrigate and/or otherwise utilize Reclaimed Water for any purpose other than the purpose(s) stated in Section 1.01 of this Contract. The sale of Reclaimed Water received from the City to a third party is strictly prohibited and void.

2.05 The City shall deliver Reclaimed Water from the SEWRP to the point of delivery, at which such point all liability for the further conveyance and use of Reclaimed Water shall rest with the User. User agrees that all valves and other controls to start, stop, and regulate the flow and use of Reclaimed Water that are beyond the point of delivery shall belong to user and be under the sole responsibility and control of the User. The User shall be responsible for any and all costs associated with the delivery of Reclaimed Water to the Property, including, but not limited to (i) meter installation; (ii) taps, and/or extending distribution lines from the City's trunkline to the Property; (iii) plan, facility and irrigation design review; and (iv) repairs performed by the City to the User's distribution facilities. Notwithstanding anything to the contrary herein, the City shall in no event repair, or be responsible for making any repairs, to the User's above-ground irrigation system(s).

2.06 The User shall ensure that (i) Reclaimed Water overflow, crop stress and undesirable soil contamination by a salt does not occur; (ii) the irrigation site must be maintained with a vegetative cover or be under cultivation during all times when Reclaimed Water is being applied; (iii) there shall be no application of Reclaimed Water when the ground is frozen or saturated; (iv) there shall be no spray and/or any other application of any kind or type upon areas outside the designated irrigation area; (v) irrigation operations shall be managed in a manner to minimize the inadvertent contact of Reclaimed Water with

humans; and (vi) distribution systems must be designed to prevent operation by unauthorized personnel; and (vii) irrigation practices shall not produce incidental ponding or standing water, except in cases wherein local farming conditions, the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems and patterns, there will be standing water.

2.07 User shall ensure that any site containing Reclaimed Water has proper signs in accordance with 30 Tex. Admin. Code Chapter 210.25(h). All storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled as required.

2.08 Reclaimed Water to be sold by the City shall be treated effluent in compliance with applicable state and federal law. Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for purposes specified in Exhibit A. The User has made an independent evaluation of the Reclaimed Water, and the uses thereof, as contemplated by this Contract, and acknowledges that the City has made no statements or representations concerning the availability of Reclaimed Water, quality of the Reclaimed Water, or present or future value of any anticipated income or profits to be derived from the Reclaimed Water and/or the uses thereof and THAT THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, QUANTITY, OR AVAILABILITY OF RECLAIMED WATER, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE RECLAIMED WATER. USER FURTHER ACKNOWLEDGES THAT, IN ENTERING INTO THIS CONTRACT, USER HAS RELIED SOLELY UPON ITS INDEPENDENT EXAMINATION OF THE RECLAIMED WATER AND THE USES THEREOF, AS CONTEMPLATED BY THIS CONTRACT, AND ITS INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS AND STUDIES BASED THEREON.

2.09 THE USER RELEASES FOR THEMSELVES, PERSONAL REPRESENTATIVES, HEIRS, DEVISEES, SUCCESSORS AND ASSIGNEES, THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, FROM ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANYWAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.10 THE USER SHALL INDEMNIFY, REIMBURSE AND HOLD THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANY WAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.11 The User shall not allow the creation and/or continuation of any nuisance condition resulting from the distribution, use, and/or the storage of Reclaimed Water, and the User

is responsible for abating, in its entirety, any such nuisance or condition.

2.12 The User shall not utilize the Reclaimed Water in any way that degrades, or has the potential of degrading, ground water quality to a degree adversely affecting its actual or potential uses.

2.13 Reclaimed Water managed in ponds for storage must be prevented from discharge into waters of the state, except for discharges directly resulting from rainfall events. All other discharges are unauthorized. If an unauthorized overflow occurs causing discharge into or adjacent to waters of the state, the User shall report the non-compliance, in writing, to the City, the TCEQ regional office and the TCEQ Austin office, Water Enforcement Section (MC 149), within five (5) working days of becoming aware of the overflow. A written submission shall contain a description of (i) the non-compliance and its cause; (ii) the potential danger to human health or safety, or the environment; (iii) the period of non-compliance, including exact dates and times; (iv) if the non-compliance has not been corrected, the anticipated time it is expected to continue; and, (v) steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance, and to mitigate its adverse affects.

ARTICLE III

MISCELLANEOUS

3.01 This Contract shall be governed by and interpreted according to the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. Venue for any and all actions concerning this Contract, and/or the activities contemplated thereby, shall exclusively lie in Lubbock County, Texas.

3.02 This Contract, including all exhibits attached hereby or made a part of hereof, if any, constitute the entire agreement between the City and the User, and supersedes all prior agreements, understandings and negotiations and discussions whether oral or written, of the parties. No supplement, amendment, alteration, modification, waiver or termination

with this Contract shall be binding unless executed in writing by the parties hereto.

3.03 No waiver of any provision of this Contract shall be deemed to cause a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

3.04 If any term or other provision of this Contract is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force so long as the economic or legal substance of the transactions contemplated hereby are not affected in a material adverse manner with respect to either party.

3.05 This Contract is not intended to create, nor shall it be construed to create, any rights of any third party under doctrines concerning third party beneficiaries.

3.06 Neither party hereto shall assign this Contract, or any other rights or obligations hereunder, without the prior written consent of the other party, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

3.07 In the event User shall not comply with any provision hereof, the City may immediately terminate this Contract and exercise any and all rights and remedies available to it by law, equity contract or otherwise. In any event, this Contract may be terminated by the User or City upon ninety (90) days written notice to the non-terminating party. For the purposes hereof, notice shall be deemed delivered when deposited in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed, if to the City; Attention: Wood Franklin, P.E., P.O. Box 2000, Lubbock, Texas 79457 and if to User; Bill Sides, Rt. 1 Box 210, Lubbock, Texas 79401.

3.08 The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of

relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

ARTICLE IV

SPECIAL PROVISIONS

4.01 By his execution below, Fred Jones, owner of the Property, herein acknowledges that he has i) read this Contract, ii) understands all of the terms hereof; and iii) expressly consents to the use of Reclaimed Water, as set forth herein, on the Property.

Executed this 12th day of May, 2022.

City of Lubbock:

Tray Payne, Mayor

Owner/User:

Fred Jones
Fred Jones

Approved as to Content:

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

Approved to Form:

Amy Sims
Amy Sims
Deputy City Attorney

Attest:

Rebecca Garza
City Secretary



EXHIBIT A

Authorization No. R 10353-002
This authorization supersedes and replaces
No. R 10353-002
approved November 19, 2001.

AUTHORIZATION FOR RECLAIMED WATER

Producer: City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Provider: City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

User: The Permittee(s) as permitted by the City of Lubbock, permitted as distributors and bulk users of reclaimed water.

Location: The plant site is located at the eastern terminus of East 38th Street, south of Fort Worth and Denver Railroad Bridge crossing of the North Fork of the Double Mountain Fork of the Brazos River, approximately one mile northwest of the intersection of State Highway-Loop 289 and Farm-to-Market Road 835 (Buffalo Springs Road), in the southeastern portion of the City of Lubbock, Lubbock County, Texas.

Authorization: Reclaimed water from the Southeast Water Reclamation Plant (Permit No. 10353-002) is authorized to supply users for agricultural irrigation on crops not for human consumption and pastures for grazing non-milking animals on a demand only basis so that water is not delivered during times it cannot be used beneficially. The reclaimed water supply services from the Southeast Water Reclamation Plant are to areas north, south and east of the Lubbock Land Application Site shown on Attachment "A".

This authorization contained the conditions that apply for the uses of the reclaimed water. The approval of a reclaimed water use project under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer and/or user to obtain a separate water rights authorization from the commission.

This action is taken under authority delegated by the Executive Director of the Commission on Environmental Quality.

Issued Date: January 9, 2007



For the Commission

JAN 17 2007

Limitations: The authorization is subjected to the following requirements:

I. General Requirements.

- (a) No wastewater treatment plant operator (producer) shall transfer to a user reclaimed water without first notifying the commission.
- (b) Irrigation with untreated wastewater is prohibited.
- (c) Food crops that may be consumed raw by humans shall not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- (d) There shall be no nuisance conditions resulting from the distribution, the use, and/or storage of reclaimed water.
- (e) Reclaimed water shall not be utilized in a way that degrades ground water quality to a degree adversely affecting its actual or potential uses.
- (f) Reclaimed water managed in ponds for storage must be prevented from discharge into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the commission. All other discharges are unauthorized. If any unauthorized overflow of a holding pond occurs causing discharge into or adjacent to waters in the state, the user or provider, as appropriate, shall report any noncompliance. A written submission of such information shall also be provided to the commission regional office and to the Austin Office, Water Enforcement Section (MC-149), within five (5) working days of becoming aware of the overflow. The written submission shall contain a description of the noncompliance and its cause; the potential danger to human health or safety, or the environment; the period of noncompliance, including exact dates and times; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and, steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- (g) The irrigation site must be maintained with a vegetative cover or be under cultivation during times when reclaimed water is being applied. The irrigation practices shall be designed so as to prevent incidental ponding or standing water except where local farming conditions and the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems, and patterns, there will be standing water. Irrigation application rates and application times shall be developed so as to minimize "wet grass" conditions in unrestricted landscaped areas during the periods the area could be in use. Irrigation systems shall be designed so that the irrigation spray does not reach any privately-owned premises outside the designated irrigation area or reach public drinking fountains. There shall be no application of effluent when the ground is water saturated or frozen. Distribution systems must be designed to prevent operation by unauthorized personnel. Irrigation operations shall be managed in a manner to minimize the inadvertent contact of reclaimed water with humans. Operational or tailwater controls shall be provided to preclude discharge of reclaimed water from irrigation sites.
- (h) Unless otherwise provided in this authorization, there shall be no off-site discharge, either airborne or surface runoff, of reclaimed water from the user's property except to a wastewater treatment system or wastewater treatment collection system unless the reclaimed water user applies for and obtains a permit from the commission which authorizes discharge of the water.

- (i) Signs in both English and Spanish shall be posted at storage areas, hose bibs and faucets reading "Reclaimed Water, Do Not Drink" or similar warnings. Alternately, the area may be secured to prevent access by the public.
- (j) Reclaimed water piping shall be separated from potable water piping when trenched by a distance of at least nine feet. Exposed piping, hose bibs and faucets shall be painted purple and designed to prevent connection to a standard water hose. All piping shall be stenciled with a warning reading "NON-POTABLE WATER."
- (k) The design of distribution systems which will convey reclaimed water to a user shall be approved by the executive director. Materials shall be submitted for approval by the executive director in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Annotated Texas Statutes). The plans and specifications for the distribution systems authorized by this authorization must be approved pursuant to state law, and failure to secure approval before commencing construction of such works or making a transfer of reclaimed water therefrom is a violation of this authorization, and each day of a transfer is an additional violation until approval has been secured.
- (l) Major changes from a prior notification for use of reclaimed water must be approved by the executive director. A major change includes:
 - (1) a change in the boundary of the approved service area not including the conversion of individual lots within a subdivision to reclaimed water use;
 - (2) the addition of a new producer;
 - (3) major changes in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
 - (4) changes from either Type I or Type II uses to the other.
- (m) The reclaimed water producer and user shall maintain on the sites a current operation and maintenance plan. The operation and maintenance plan which shall contain, as a minimum the following:
 - (1) a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
 - (2) the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (eg., secured valves);
 - (3) procedures for monitoring reclaimed water;
 - (4) a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
 - (5) schedules for routine maintenance;
 - (6) a plan for worker training and safety; and
 - (7) contingency plan for system failure or upsets.

II. Storage Requirements for Reclaimed Water.

- (a) All initial holding ponds designed to contain Type II effluent, located in areas in the state not identified by a rating of 110 or greater on the statewide, shall conform to the following requirements:
 - (1) The ponds, whether constructed of earthen or other impervious materials, shall be designed and constructed so as to prevent groundwater contamination;
 - (2) Soils used for pond lining shall be free from foreign material such as paper, brush, trees, and large rocks;

- (3) All soil liners must be of compacted material having a permeability less than or equal to 1×10^{-4} cm/sec, at least 24 inches thick, compacted in lifts no greater than 6 inches each;
- (4) Synthetic membrane linings shall have a minimum thickness of 40 mils. In situ liners at least 24 inches thick meeting a permeability less than or equal to 1×10^{-4} cm/sec are acceptable alternatives;
- (5) Certification shall be furnished by a Texas Registered Professional Engineer that the pond lining meets the appropriate criteria prior to utilization of the facilities;
- (7) Soil embankment walls shall have a top width of at least five feet. The interior and exterior slopes of soil embankment walls shall be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are utilized. All soil embankment walls shall be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals shall be installed on all piping penetrating the embankments;
- (8) An alternative method of pond lining which provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and
- (9) A specific exemption may be obtained from the executive director if, after the review of data submitted by the reclaimed water provider or user, as appropriate, the executive director determines containment of the reclaimed water is not necessary, considering:
 - (A) soil and geologic data, and ground water data, including its quality, uses, quantity and yield; and
 - (B) adequate demonstration that impairment of ground water for its actual or potential use will be prevented.
- (b) Reclaimed water may be stored in leak-proof, fabricated tanks.
- (c) Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or impairment of ground water for its actual or intended use will be also subject to the storage requirements of this section.

III. Irrigation Using Reclaimed Water.

Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system. It shall be the responsibility of the reclaimed water producer to establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV relating to Sampling and Analysis.

- (a) **Type II Reclaimed Water Use.** The type of use includes irrigation or other uses where the public is not present during the time when irrigation activities occur or other uses where the public would not come in contact with the reclaimed water.
- (b) The following conditions apply to this type of use of reclaimed water. At a minimum, the reclaimed water producer shall only transfer reclaimed water of the following quality as described for each type of specific use:

for Type II reclaimed water use, reclaimed water on a 30-day average shall have a quality of:

BOD ₅	30 mg/l
Fecal Coliform	400 CFU/100 ml*
Fecal Coliform (not to exceed)	1000 CFU/100 ml**
* geometric mean	
** single grab sample	

IV. Sampling and Analysis.

The reclaimed water producer shall sample the reclaimed water prior to distribution to user to assure that the water quality is in accord with the intended contracted use. Analytical methods shall be in accord with those specified in Chapter 319 (relating to Monitoring and Reporting). The minimum sampling and analysis frequency for Type II reclaimed water is once per week.

The monitoring shall be done after the main reservoir. These records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of the Commission for at least five years.

V. Record Keeping and Reporting.

(a) The reclaimed water provider and user shall maintain records on site for a period of five years.

(1) Records to be maintained by the provider include:

- (A) copies of notifications made to the commission concerning reclaimed water projects.
- (B) as applicable, copies of contracts made with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water).
- (C) records of volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water).
- (D) reclaimed water quality analyses.

(2) The reclaimed water producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. Such reports are due to the commission by the 20th day of the month following the reporting period.

- (A) volume of reclaimed water delivered to provider.
- (B) quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria except those listed as "not to exceed" which shall be reported as individual analyses.

VI. Transfer of Reclaimed Water.

Reclaimed water transferred from a provider to a user shall be done on a demand-only basis. This means that the reclaimed water user may refuse delivery of such water at any time. All reclaimed water transferred to a user must be of at least the treatment quality specified in Section IV. Transfer shall be accomplished via pipes or tank trucks.

VII. General Prohibitions.

Storage facilities for retaining reclaimed water prior to use shall not be located within the floodway and shall be protected from the 100-year flood.

VIII. Restrictions.

This authorization does not convey any property right and does not grant any exclusive privilege.

IX. Responsibilities and Contracts.

- (a) The producer of reclaimed water will not be liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have, but are not limited to, the following responsibilities:

- (1) The reclaimed water producer shall:
 - (A) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
 - (B) sample and analyze the reclaimed water and report such analyses in accordance with Sections IV and V relating to Sampling and Analysis and Record keeping and Reporting, respectively; and
 - (C) notify the executive director in writing within five (5) days of obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval.
- (2) The reclaimed water provider shall:
 - (A) assure construction of reclaimed water distribution lines/systems in accordance with 30 TAC Chapter 317 and in accordance with approved plans and specifications;
 - (B) transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user for the specified use;
 - (C) notify the executive director in writing within five (5) days of obtaining knowledge of reclaimed water use not authorized by the executive director's reclaimed water use approval; and
 - (D) not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.
- (3) The reclaimed water user shall:
 - (A) use the reclaimed water in accordance with this authorization; and
 - (B) maintain and provide records as required by Section III relating to Record Keeping and Reporting.

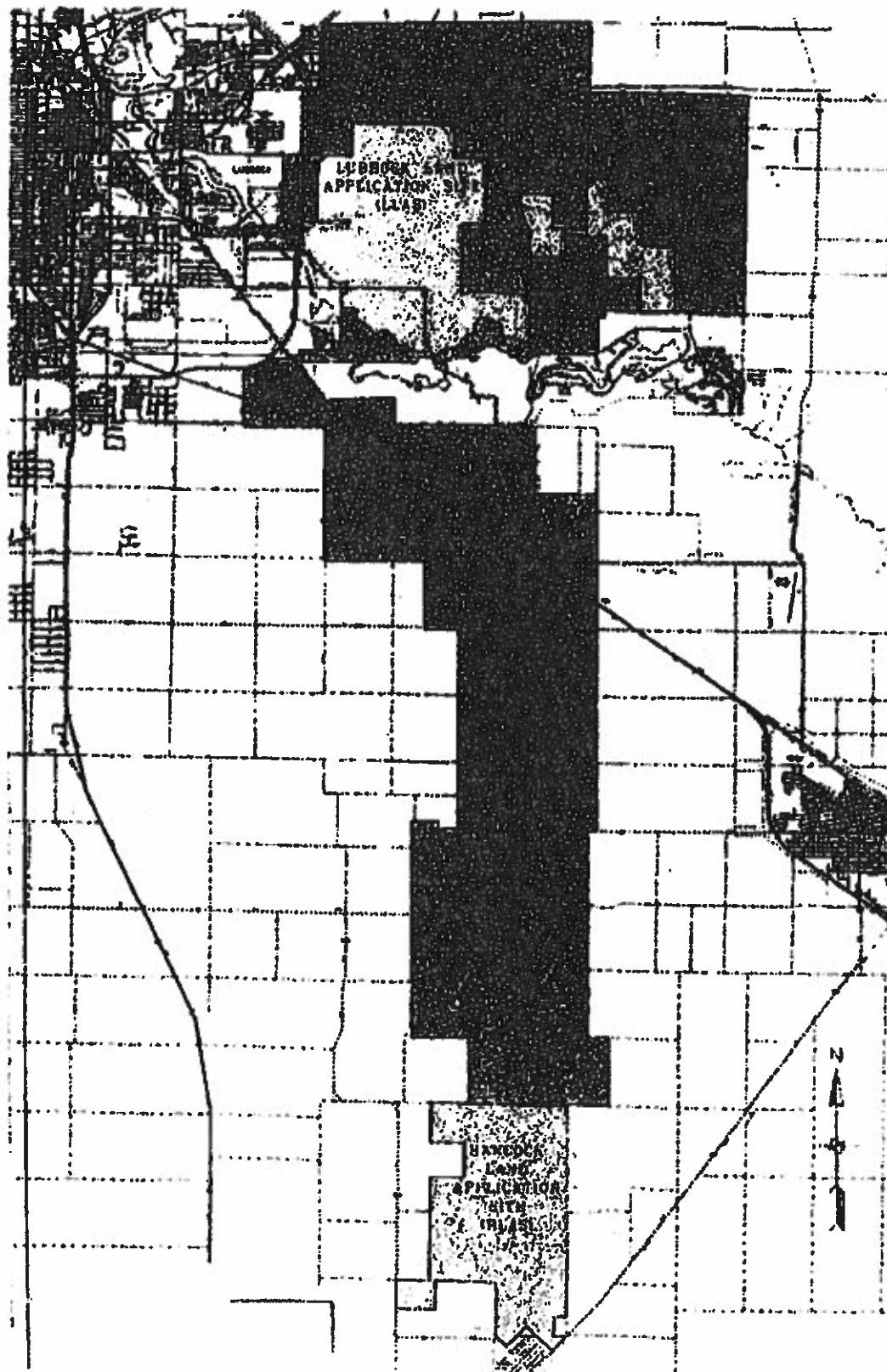
X. Enforcement.

If the producer, provider and/or user fails to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code, §§26.019 and 26.136.

XI. STANDARD PROVISIONS:

- (a) This authorization is granted in accordance with the Texas Water Code and the rules and other Orders of the Commission and the laws of the State of Texas.
- (b) Acceptance of this authorization constitutes an acknowledgment and agreement that the provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other Orders of the Commission and the laws of the State of Texas. Agreement is a condition precedent to the granting of this authorization.

Attachment "A"



Information

Agenda Item

Ordinance 2nd Reading - Traffic Operations: Consider Ordinance No. 2022-O0094, amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones and speed limits.

Item Summary

On June 14 2022, the City Council approved the first reading of the ordinance.

Section 20.05.103 of the Code of Ordinances of the City of Lubbock establishes the locations of school zone reduced speed limits. School districts within the city limits of Lubbock make requests for traffic control to the City's Public Works Traffic Engineering Department through the school district police departments. Traffic Engineering completes a pedestrian study and presents the results to the members of the Citizens Traffic Commission (CTC) for consideration.

On May 17, 2022, the CTC recommended amendments to Section 20.05.103, Article 20.05, Chapter 20, of the City Code of Ordinances to add 4 new school zones at 3 schools. School zones with reduced speed limits are recommended at the following locations:

1. Carmona-Harrison Elementary School - Avenue U, 20 MPH Flashing Beacon Assemblies
2. Carmona-Harrison Elementary School - Cesar Chavez Drive, 20 MPH Sign Assemblies
3. Heritage Middle School - Iola Avenue, 20 MPH Flashing Beacon Assemblies
4. Oakridge Elementary School - Oakridge Avenue, 20 MPH Sign Assemblies

The ordinance amendment also includes the removal of the reduced speed school zone for Dupre Elementary, in anticipation of the school closure prior to the 2022-2023 school year.

Fiscal Impact

Equipment and materials for the new school zones are estimated to cost \$11,000 and will be funded from Capital Project 92742 - Traffic Signals FY 2021-22 through FY 2025-26.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works
Citizens Traffic Commission

Attachments

Ordinance
Table of changes

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

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

Sec. 20.05.103. School zone speed limits.

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

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
1	11th Place	E/W	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	Flashing Beacon	20	FISD Northridge Elementary
2	11th Street	E/W	Beginning at a point 100 feet West of Jason Avenue extending to a point 100 feet East of 8th Street	Sign Assembly	20	FISD Willow Bend Elementary
3	19th Street (US 62/SH 114)	E/W	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	Flashing Beacon	20	Lubbock High School
4	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	Flashing Beacon	20	LISD Project Intercept
5	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
6	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
7	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	Flashing Beacon	20	Coronado High School
8	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	Flashing Beacon	20	FISD Westwind Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
9	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	Flashing Beacon	20	Hodges Elementary
10	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	Flashing Beacon	20	Monterey High School
11	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	Flashing Beacon	20	Bayless Elementary
12	58th Street	E/W	Beginning at a point 150 feet East of Peoria Avenue extending to a point 255 feet West of Peoria Avenue	Flashing Beacon	20	Evans Middle School
13	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	Flashing Beacon	20	Parsons Elementary
14	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	Flashing Beacon	20	Williams Elementary
15	68th Street	E/W	Beginning at a point 130 feet East of Oakridge Avenue extending to a point 55 feet West of 70th Street	Sign Assembly	20	FISD Oakridge Elementary
16	73rd Street	E/W	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	Flashing Beacon	20	Heritage Middle School
17	78th Street	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	Flashing Beacon	20	Waters Elementary
18	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	Flashing Beacon	20	FISD Crestview Elementary
19	108th Street	E/W	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	Flashing Beacon	20	Lubbock-Cooper North Elementary
20	Avenue D	N/S	Beginning at a point 50 feet North of 40th Street extending to a point 50 feet South of 42nd Street	Sign Assembly	20	Harwell Elementary
21	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	Flashing Beacon	20	Bean Elementary
22	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	Flashing Beacon	20	Roberts Elementary
23	Avenue Q (US 84)	N/S	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	Flashing Beacon	30	O.L. Slaton Middle School
24	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	Flashing Beacon	20	Atkins Middle School
25	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	Flashing Beacon	20	Bayless Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
26	Avenue U	N/S	Beginning at a point 90 feet North of Cornell Street extending to 35 feet South of Colgate Street	Flashing Beacon	20	Carmona-Harrison Elementary
27	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	Flashing Beacon	20	McWhorter Elementary
28	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	Flashing Beacon	20	Hardwick Elementary
29	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	Flashing Beacon	20	Wester Elementary
30	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	Flashing Beacon	20	Smith Elementary
31	Cesar E. Chavez Drive	E/W	Beginning at a point 170 feet West of Avenue T extending to a point 230 feet East of Avenue T	Sign Assembly	20	Carmona-Harrison Elementary
32	Dover Avenue	N/S	Beginning at a point 172 feet South of 27th Street extending to a point 228 feet North of 27th Street	Flashing Beacon	20	Lubbock Christian School
33	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	Flashing Beacon	20	Wheelock Elementary
34	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	Flashing Beacon	20	Parsons Elementary
35	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	Flashing Beacon	20	Waters Elementary
36	Ersine Street	E/W	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	Flashing Beacon	20	Wolffarth Elementary
37	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet South of 43rd Street	Flashing Beacon	20	Wheelock Elementary
38	Fulton Avenue	N/S	Beginning at a point 112 feet South of 100th Street extending to a point 295 feet North of 101st Street	Flashing Beacon	20	Lubbock-Cooper West Elementary
39	Glenna Goodacre Boulevard	E/W	Beginning at a point 50 feet West of Avenue U extending to a point 50 feet East of Avenue T	Flashing Beacon	20	Ramirez Elementary
40	Iola Avenue	N/S	Beginning at a point 235 feet North of 73rd Street to 235 feet South of 73rd Street	Flashing Beacon	20	Heritage Middle School
41	Joliet Drive	N/S	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	Flashing Beacon	20	Miller Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
42	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	Flashing Beacon	20	Estacado High School
43	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	Flashing Beacon	20	Ervin Elementary
44	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	Flashing Beacon	20	Overton Elementary
45	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	Flashing Beacon	20	Maedgen Elementary
46	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	Flashing Beacon	20	Honey Elementary
47	Milwaukee Avenue	N/S	Beginning at a point 300 feet north of Lehigh Street extending to a point 60 feet south of Kemper Street	Flashing Beacon	30	Legacy Elementary
48	Norfolk Avenue	E/W	Beginning at a point 595 feet South of 130th Street extending to a point 200 feet South of 133rd Street	Sign Assembly	20	Lubbock-Cooper Central Elementary
49	Oakridge Avenue	N/S	Beginning at a point 175 feet North of 68th Street extending to a point 250 feet South of 68th Street	Sign Assembly	20	Oakridge Elementary
50	Parkway Drive (US 82)	E/W	Beginning at a point 560 feet Southwest of Zenith Avenue extending 600 feet to a point 115 feet southwest of Walnut Avenue	Flashing Beacon	30	Alderson Elementary School
51	Quaker Avenue	N/S	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	Flashing Beacon	20	Smylie Wilson Middle School
52	Teak Avenue	N/S	Beginning at a point 200 feet North of East 29th Street extending to a point 250 feet South of East 29th Street	Flashing Beacon	20	Ervin Elementary
53	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	Flashing Beacon	20	Rush Elementary
54	South Upland Avenue	N/S	Beginning at a point 100 feet North of 100th Street extending to a point 100 feet South of 103rd Street	Flashing Beacon	35	Upland Heights Elementary
55	North Upland Avenue	N/S	Beginning at a point 200 feet South of 12 th Street extending to a point 1000 feet North of 12 th Street	Flashing Beacon	35	Terra Vista Middle School
56	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	Flashing Beacon	20	Cavazos Middle School
57	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	Flashing Beacon	20	Centennial Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
58	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	Flashing Beacon	20	Stewart Elementary
59	Utica Avenue	N/S	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	Flashing Beacon	20	Williams Elementary

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

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed applicable fines in accordance with Section 1.01.004 of the City Code of Ordinances.

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

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2022.

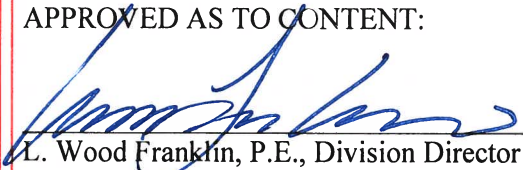
Passed by the City Council on second reading this _____ day of _____, 2022.

TRAY PAYNE, MAYOR

ATTEST:

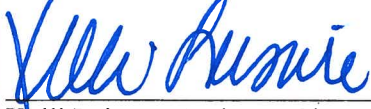
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

OrdAmend.2022 School Zones

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
1	11th Place	E/W	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	Flashing Beacon	20	FISD Northridge Elementary
2	11th Street	E/W	Beginning at a point 100 feet West of Jason Avenue extending to a point 100 feet East of 8th Street	Sign Assembly	20	FISD Willow Bend Elementary
3	19th Street (US 62/SH 114)	E/W	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	Flashing Beacon	20	Lubbock High School
4	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	Flashing Beacon	20	LISD Project Intercept
5	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
6	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	Flashing Beacon	20	Bean Elementary
7	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	Flashing Beacon	20	Coronado High School
8	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	Flashing Beacon	20	FISD Westwind Elementary
9	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	Flashing Beacon	20	Hodges Elementary
10	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	Flashing Beacon	20	Monterey High School
11	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	Flashing Beacon	20	Bayless Elementary
12	58th Street	E/W	Beginning at a point 150 feet East of Peoria Avenue extending to a point 255 feet West of Peoria Avenue	Flashing Beacon	20	Evans Middle School
13	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	Flashing Beacon	20	Parsons Elementary
14	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	Flashing Beacon	20	Williams Elementary
15	68th Street	E/W	Beginning at a point 130 feet East of Oakridge Avenue extending to a point 55 feet West of 70th Street	Sign Assembly	20	FISD Oakridge Elementary
16	73rd Street	E/W	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	Flashing Beacon	20	Heritage Middle School

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
17	78th Street	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	Flashing Beacon	20	Waters Elementary
18	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	Flashing Beacon	20	FISD Crestview Elementary
19	108th Street	E/W	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	Flashing Beacon	20	Lubbock-Cooper North Elementary
20	Avenue D	N/S	Beginning at a point 50 feet North of 40th Street extending to a point 50 feet South of 42nd Street	Sign Assembly	20	Harwell Elementary
21	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	Flashing Beacon	20	Bean Elementary
22	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	Flashing Beacon	20	Roberts Elementary
23	Avenue Q (US 84)	N/S	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	Flashing Beacon	30	O.L. Slaton Middle School
	Avenue T	N/S	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	Flashing Beacon	20	Dupree Elementary
24	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	Flashing Beacon	20	Atkins Middle School
25	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	Flashing Beacon	20	Bayless Elementary
26	Avenue U	N/S	Beginning at a point 90 feet North of Cornell Street extending to 35 feet South of Colgate Street	Flashing Beacon	20	Carmona-Harrison Elementary
27	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	Flashing Beacon	20	McWhorter Elementary
28	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	Flashing Beacon	20	Hardwick Elementary
29	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	Flashing Beacon	20	Wester Elementary
30	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	Flashing Beacon	20	Smith Elementary
31	Cesar E. Chavez Drive	E/W	Beginning at a point 170 feet West of Avenue T extending to a point 230 feet East of Avenue T	Sign Assembly	20	Carmona-Harrison Elementary
32	Dover Avenue	N/S	Beginning at a point 172 feet South of 27th Street extending to a point 228 feet North of 27th Street	Flashing Beacon	20	Lubbock Christian School

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
33	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	Flashing Beacon	20	Wheelock Elementary
34	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	Flashing Beacon	20	Parsons Elementary
35	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	Flashing Beacon	20	Waters Elementary
36	Erskine Street	E/W	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	Flashing Beacon	20	Wolffarth Elementary
37	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet South of 43rd Street	Flashing Beacon	20	Wheelock Elementary
38	Fulton Avenue	N/S	Beginning at a point 112 feet South of 100th Street extending to a point 295 feet North of 101st Street	Flashing Beacon	20	Lubbock-Cooper West Elementary
39	Glenna Goodacre Boulevard	E/W	Beginning at a point 50 feet West of Avenue U extending to a point 50 feet East of Avenue T	Flashing Beacon	20	Ramirez Elementary
40	Iola Avenue	N/S	Beginning at a point 235 feet North of 73rd Street to 235 feet South of 73rd Street	Flashing Beacon	20	Heritage Middle School
41	Joliet Drive	N/S	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	Flashing Beacon	20	Miller Elementary
42	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	Flashing Beacon	20	Estacado High School
43	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	Flashing Beacon	20	Ervin Elementary
44	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	Flashing Beacon	20	Overton Elementary
45	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	Flashing Beacon	20	Maedgen Elementary
46	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	Flashing Beacon	20	Honey Elementary
47	Milwaukee Avenue	N/S	Beginning at a point 300 feet north of Lehigh Street extending to a point 60 feet south of Kemper Street	Flashing Beacon	30	Legacy Elementary
48	Norfolk Avenue	E/W	Beginning at a point 595 feet South of 130th Street extending to a point 200 feet South of 133rd Street	Sign Assembly	20	Lubbock-Cooper Central Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	School Zone Type	Speed	School Name
49	Oakridge Avenue	N/S	Beginning at a point 175 feet North of 68th Street extending to a point 250 feet South of 68th Street	Sign Assembly	20	Oakridge Elementary
50	Parkway Drive (US 82)	E/W	Beginning at a point 560 feet Southwest of Zenith Avenue extending 600 feet to a point 115 feet southwest of Walnut Avenue	Flashing Beacon	30	Alderson Elementary School
51	Quaker Avenue	N/S	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	Flashing Beacon	20	Smylie Wilson Middle School
52	Teak Avenue	N/S	Beginning at a point 200 feet North of East 29th Street extending to a point 250 feet South of East 29th Street	Flashing Beacon	20	Ervin Elementary
53	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	Flashing Beacon	20	Rush Elementary
54	South Upland Avenue	N/S	Beginning at a point 100 feet North of 100th Street extending to a point 100 feet South of 103rd Street	Flashing Beacon	35	Upland Heights Elementary
55	North Upland Avenue	N/S	Beginning at a point 200 feet South of 12 th Street extending to a point 1000 feet North of 12 th Street	Flashing Beacon	35	Terra Vista Middle School
56	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	Flashing Beacon	20	Cavazos Middle School
57	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	Flashing Beacon	20	Centennial Elementary
58	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	Flashing Beacon	20	Stewart Elementary
59	Utica Avenue	N/S	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	Flashing Beacon	20	Williams Elementary

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to ratify the actions of the City Manager in executing, on behalf of the City of Lubbock, Contract 16695, with Atmos Energy, for the relocation of a gas line, for the purposes of demolition at the Lubbock Business Center at 1301 Broadway.

Item Summary

This item is to ratify the approval of expenditures made by the City Manager in regard to procuring timely and necessary services of Atmos Energy for the following:

- Abandonment of approximately 421 feet of 3-inch steel, 36 feet of 6-inch steel, and 829 feet of 8-inch steel natural gas pipeline;
- Re-routing and installing all by boring 372 feet of 4-inch poly; and
- Installing a new service line for the First United Methodist Church at 1411 Broadway.

All of this work is required for the demolition of the Lubbock Business Center at 1301 Broadway. Public Works Contract 16456, with Intercon Demolition, for the demolition of the Lubbock Business Center, was approved on April 12, 2022.

Fiscal Impact

This contract of \$100,000 is funded in Capital Improvement Project 92399, Gateways, of the Central Business District Tax Increment Financing Fund.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
10818_Atmos_Contract_-_NOT docusigned
Budget Detail
CIP Detail

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby authorize and ratify the signatures of the City Manager or his designee for and on behalf of the City of Lubbock, Aid in Construction Agreement No. 16695 for the relocation of a gas line, by and between the City of Lubbock and Atmos Energy, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ccdocs/RES.Ratify Atmos Gas Line relo 16695
6.23.22

ADDENDUM TO AGREEMENT WITH ATMOS ENERGY

This Addendum to the above referenced Agreement is made and entered into by and between the City of Lubbock (the "City"), A Texas Municipal Corporation, and Atmos Energy Corporation ("Atmos Energy").

- (1) All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Engineer on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.
- (2) The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- (3) Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.
- (4) No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
- (5) Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- (6) To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

- (7) 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, 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.
- (8) 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.
- (9) In the event of any conflict between either the terms and provisions of this Addendum and the Agreement, this Addendum will control.

INSURANCE COVERAGE REQUIRED

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

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

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s): Commercial General Liability Requirements: \$1M occurrence / \$2M aggregate

(can be combined with an Excess Liability to meet requirement).

CGL is required in ALL contracts.

It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations.

Automobile Liability Requirements: \$1M/occurrence is needed

Professional Liability Requirements: NOT APPLICABLE

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

Pollution Liability Requirements: NOT APPLICABLE

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages,*

Certificate Of Completion

Envelope Id: B04BB2739D1F4C1CAF973D835E0A9EE7

Status: Completed

Subject: Please DocuSign: Signed by Assistant City Manager 16695 EWNP,I-M with Exhibit A. Ins.doc.pdf

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Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Henry Hantz

AutoNav: Enabled

5420 LBJ Freeway, Suite 1600

Envelope Stamping: Enabled

Dallas, TX 75240

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henry.hantz@atmosenergy.com

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Location: DocuSign

6/23/2022 6:39:00 AM

henry.hantz@atmosenergy.com

Signer Events

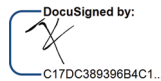
Philip R Littlejohn

Philip.Littlejohn@atmosenergy.com

VP RATES & REGULATORY AFFAIRS

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Drawn on Device

Signed by link sent to

Philip.Littlejohn@atmosenergy.com

Using IP Address: 166.137.115.67

Signed using mobile

Timestamp

Sent: 6/23/2022 6:42:34 AM

Viewed: 6/23/2022 7:37:08 AM

Signed: 6/23/2022 7:37:47 AM

Electronic Record and Signature Disclosure:

Accepted: 6/23/2022 7:37:08 AM

ID: 89d47758-6855-4f8e-a41d-67736c7f7b38

Erik Rejino

erejino@mail.ci.lubbock.tx.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Signed by link sent to erejino@mail.ci.lubbock.tx.us

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Signed: 6/23/2022 8:03:29 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2022 6:42:34 AM
Certified Delivered	Security Checked	6/23/2022 8:03:18 AM
Signing Complete	Security Checked	6/23/2022 8:03:29 AM
Completed	Security Checked	6/23/2022 8:03:29 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Atmos Energy Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Atmos Energy Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: it.service.desk@atmosenergy.com

To advise Atmos Energy Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at it.service.desk@atmosenergy.com and in the body of such request you must state: your previous email address, your new email address. A change of email address must be to a verified company email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Atmos Energy Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to it.service.desk@atmosenergy.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Atmos Energy Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to it.service.desk@atmosenergy.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Atmos Energy Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Atmos Energy Corporation during the course of your relationship with Atmos Energy Corporation.

**City of Lubbock, TX
Capital Project
Project Cost Detail
June 28, 2022**

Capital Project Number: 92399
Capital Project Name: Gateways

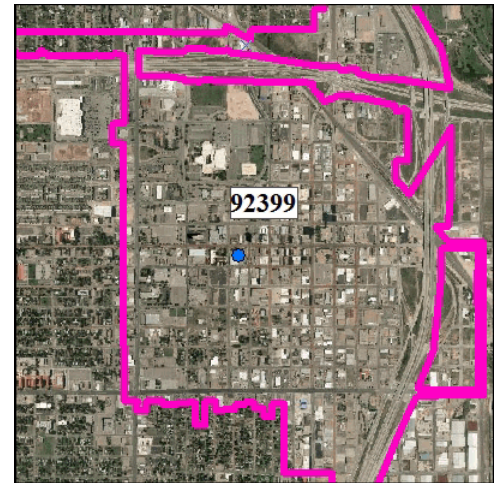
<i>Encumbered/Expended</i>	Budget
City of Lubbock Staff Time	\$ 1,080
Broadway Tunnel	113,707
Tornado Memorial	1,500,000
Civic Park Design	173,800
TBG Partners-Civic Park Design & Construction Documents	971,000
Interon Demolition Contract 16456 - Lubbock Business Center Demolition	645,000

Agenda Item June 28, 2022

Atmos Energy Contract 16695 - Lubbock Business Center Gas Line Relocation	100,000
<i>Encumbered/Expended to Date</i>	<u>3,504,587</u>

Estimated Costs for Remaining Appropriation

Buddy Holly Underpass	100,000
Other Projects	895,413
<i>Remaining Appropriation</i>	<u>995,413</u>
Total Appropriation To Date	<u>\$ 4,500,000</u>

Managing Department **Business Development***Project Manager* **Briana Gerardi***Project Classification* **Infrastructure Improvements***Project Status* **Approved***Project Scope*

Construct gateways and green spaces in the Central Business District TIF.

FY 2020-21:

- Broadway Tunnel Project \$100,000: Solicit proposals from local artists and commission a public art project in the Broadway tunnel, generally located between Avenue E and Avenue A on Broadway.
- Buddy Holly Underpass Project \$100,000: Solicit proposals from local artists and commission a public art project in the underpasses generally located at Buddy Holly Avenue and Texas Avenue, running underneath Marsha Sharp Freeway.
- LP&L Building Demolition \$1,000,000: Complete abatement and demolition of the current LP&L building to allow for the development of a Civic Park.
- Civic Park Design \$175,000: Design of a downtown Civic Park at the current site of Lubbock Power and Light at 1301 Broadway. The Civic Park will serve as a multi-functional “living room” for all of Lubbock, filling a great need for an iconic and vibrant hub of activity in the heart of downtown.

Project Justification

Gateways and other green spaces are one of the components included in the downtown redevelopment plan. They will improve the overall appearance of the downtown area and will be another incentive for businesses to participate in the redevelopment of downtown.

Project History

\$1.5 million was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, October 1, 2015.

Reduced appropriation by \$800,000 in FY 2015-16, Budget Amendment No. 36, Ord. No. 2016-O0101, July 28, 2016.

\$800,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.

Increased appropriation by \$3,000,000 in FY 2017-18, Budget Amendment No. 17, Ord. No. 2018-O0068, June 28, 2018.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
Construction	4,500,000	0	0	0	0	0	0	4,500,000
Total Project Appropriation	4,500,000	0	0	0	0	0	0	4,500,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
FY 2016 CBD TIF Revenue CO's	700,000	0	0	0	0	0	0	700,000
FY 2017 CBD TIF Revenue CO's	3,800,000	0	0	0	0	0	0	3,800,000
Total Funding Sources	4,500,000	0	0	0	0	0	0	4,500,000

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment No. 10 to Professional Services Agreement 15200, with RS&H, Inc., for the Hangar Roof Replacement at Lubbock Preston Smith International Airport.

Item Summary

Following a June 2019 storm, airport staff engaged a third party to assess hail damage and roof conditions of all airport-owned buildings. The report provided recommendations for over 20 buildings and structures. While some hail damage was identified, the estimated totals specific to hail damage did not warrant an insurance claim; however, in order to preserve these assets, many repairs and replacements were recommended. As such, the airport capital improvement plan was amended to include repairs and replacements in various phases to manage budget and staff constraints.

The City of Lubbock (Airport) requested RS&H, Inc., under the On-Call Professional Architectural/Agreement 15200 with RS&H, Inc., to provide a scope and fee for design of Hangar Roof Replacement for the Horton Hangar and Hangar T-302 at the Lubbock Preston Smith International Airport. In preparing the scope and fee, a preliminary assessment was conducted, revealing both buildings are significantly worn and damaged requiring structural framing replacement, in addition to roof replacement. Amendment No. 10 in the amount of \$249,564.80 includes design services for roof and supporting structure replacement of both buildings.

The project schedule is expected to take 21 weeks from the Notice to Proceed.

Airport staff and the Airport Advisory Board recommend approval.

Fiscal Impact

Funding for Amendment No. 10 is included in Capital Project 92675.

Staff/Board Recommending

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

Attachments

Resolution - RS&H, Inc. Amendment 10
10801_Aviation_-_Amendment_docusigned 2
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 10 to that certain Professional Services Agreement dated May 12, 2020 by and between the City of Lubbock and RS&H, Inc. and related documents, in connection with hangar roof replacement at the Lubbock Preston Smith International Airport (LPSIA). 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.Contract-RS&H
June 3, 2022

***Lubbock Hangar Roof
Replacement - T-302
(Barrel Roof Only) and
Horton (Low Roof Only)***

May 10, 2022

City of Lubbock Texas

Lubbock Preston Smith Int'l Airport

LBB Contract No.: 15200

RS&H Project No.: 223-1874-010

Prepared by *RS&H Inc.*

at the direction of

Lubbock Preston Smith International Airport

RS&H

I PROJECT DESCRIPTION

The City of Lubbock (the Airport) has requested that RS&H (Consultant) under the On-Call Agreement provide a scope and fee for Hangar Roof Replacement. RS&H evaluated the existing roofs of the Hangar roof T-302 and Horton low roof under separate contract. During that evaluation it was determined that the existing barrel-vaulted roof and structure of hangar T-302 and low roof and structure of Horton hangar are significantly worn and damaged requiring replacement. Note that the Horton Hangar upper roof scope is included and will be replaced under separate contract. Included in this scope will be the testing and subsequent evaluation of Hangar T-302 Barrel Roof (testing by Amarillo Testing & Engineering (ATE)). Analysis, recommendations, and structural design will be conducted by RS&H with new roof design by Loefgren and Associates. Further review of previously gathered data along with structural (RS&H) and new roof design (Loefgren and Associates) for the Horton Low Roof structure will be provided as part of this scope. The work will be broken into multiple tasks which will also separately reflect each of the two hangar roofs and their supporting structures.

Included in the scope are those depicted with stars ★:



Hangar Chaparral T-302 (barrel top only):

Task 1 will include testing (by ATE) and an evaluation (by RS&H) of the existing structural roof systems. A model based upon findings from testing, will be created and recommendations will be provided (by RS&H).

- » Task 1.1 = Existing Structural System Condition Verification performed by subconsultant ATE
- » Task 1.2 = Report/Drawings – Existing Roof Structural Assessment performed by RS&H
- » Task 1.3 = Structural Analysis/Study (recommendations) performed by RS&H
- » Task 1.4 = Project Management and Coordination performed by RS&H

Task 2 will include structural (by RS&H) and roof design (by Loeftgren & Assoc.) and development of 90%, permit, bid and conformed documents for procurement of a contractor to complete needed structural repairs and roof replacement.

- » Task 2.1 = 90% Design and Documentation performed by RS&H and Loeftgren and Associates
- » Task 2.2 = Quality Control Review performed by RS&H
- » Task 2.3 = Document Review Meeting performed by RS&H and Loeftgren and Associates
- » Task 2.4 = Permit Documentation and Coordination performed by RS&H and Loeftgren and Associates
- » Task 2.5 = Quality Control Review performed by RS&H
- » Task 2.6 = 100% Bid Documentation performed by RS&H and Loeftgren and Associates
- » Task 2.7 = Quality Control Review performed by RS&H
- » Task 2.8 = Project Management and Coordination performed by RS&H

Horton Hangar Chaparral 310 (low roof only):

Task 3 will determine any additional deterioration of the existing west low roof structure, will develop a structural analysis of the existing structure based upon previously obtained information as well as structural system recommendations. The structural work will be performed by RS&H.

- » Task 3.1 = Existing Structural System Condition Verification Review performed by RS&H
- » Task 3.2 = Structural Analysis/Study (recommendations) performed by RS&H
- » Task 3.3 = Quality Control Review performed by RS&H
- » Task 3.4 = Document Review Meeting performed by RS&H and Loeftgren and Associates
- » Task 3.5 = Project Management and Coordination performed by RS&H

Task 4 will include structural (by RS&H) and roof design (by Loefgren and Assoc.) and development of 90%, permit, bid and conformed documents for procurement of a contractor to complete needed structural repairs and roof replacement.

- » Task 4.1 = 90% Design and Documentation performed by RS&H and Loefgren and Associates
- » Task 4.2 = Quality Control performed by RS&H
- » Task 4.3 = Documentation Review Meeting performed by RS&H and Loefgren and Associates
- » Task 4.4 = Permit Documentation and Coordination performed by RS&H and Loefgren and Associates
- » Task 4.5 = Quality Control performed by RS&H
- » Task 4.6 = 100% Bid Documentation performed by RS&H and Loefgren and Associates
- » Task 4.7 = Quality Control performed by RS&H
- » Task 4.8 = Project Management and Coordination performed by RSH and Loefgren and Associates

Excluded from the scope (including but not limited to):

The following items are excluded from this Scope of Work:

- Structural evaluation, documentation, or modifications of existing foundations, footings, columns (other than sizes and locations), hangar door supports, or slab(s)
- Overall evaluation, documentation, or modifications of existing exterior building envelope (including but not limited to cladding, framing, windows/openings, drainage, slab conditions etc.)
- Overall evaluation, documentation, or modifications of existing interior building conditions (including but not limited to interior framing, partitions, finishes, etc.)
- Code analysis beyond that which is required to procure roof replacement for the barrel roof (T-302) and Horton (low roof) only
- Any Engineering outside of what is listed in the scope (including but not limited to Electrical, Plumbing (roof drainage), Mechanical, Civil, IT/Security/low voltage, Fire Protection etc.)
- HVAC equipment supports, curbs, equipment
- Construction administration
- Environmental services
- Agency coordination
- Resident Project Representative (RPR) services
- Topographic surveys

The Consultant design team is made up of the following professionals:

Consultant/Subconsultant	Involvement
RS&H, Inc.	Structural Analysis, Structural Design and Project Management
Amarillo Testing & Engineering (ATE)	Existing Structure Study
Loefgren and Associates, Inc. (L&A)	New Roof Design

Project Duration – The Project’s schedule is enumerated under the heading, “Proposed Project Schedule” below. The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Given the potential of unknown procurement issues, specified materials may cause delays or even a need to redesign some aspects of the project. Changes to the Project schedule and/or design may require changes in the Consultant’s efforts and require adjustments to the compensation indicated in this proposal.

II PROJECT TASKS

The work anticipated to be completed under this work order is identified in the tasks below.

TASK 1 HANGAR CHAPARRAL T-302 (BARREL TOP ONLY) - ROOF ASSESSMENT

The roof structure will be tested and documented by ATE. The resulting documentation will be reviewed by RS&H and subsequent structural recommendations will be provided.

Task 1.1 Condition Verification (performed by subconsultant ATE)

The Airport has confirmed that there is no available existing documentation of the hangar building for the Consultant to review. Consultant will field verify and document existing conditions. Findings will be presented in a field report, photographic documentation, roof plans, and/or details as required. The field visit will be performed by ATE, who will organize the use of a lift as required and coordinate access with the airport. Conditions found herein will be memorialized as part of Task 1.2.

Task 1.2 Report/Drawings - Existing Roof Structure Assessment (performed by RS&H)

The condition verification will be compiled into a field report, drawings and submitted to the Airport as part of the review documents. The report/drawings will summarize the findings as follows:

- » Describe the methods by which the assessment was performed.
- » Discuss current condition of the areas of the project to include areas of deficiency or compromise.
- » Roof Structural Plans, elevations, sections and/or details to include all information required for RS&H to perform the structural analysis. This will include field verified:

- Comprehensive information regarding the steel roof structure, connections, elevations, and locations.
- Comprehensive information regarding the steel column sizes and locations.
- » Material tests to determine material properties.

Based upon the findings of this meeting the project will move forward to Task 1.3.

Task 1.3 Structural Analysis/Study (performed by RS&H)

A structural analysis model will be developed and studied using the information gathered in Task 1.2 to determine the adequacy of the existing roof structure. Recommendations will be provided to address possible deficiencies in accordance with the existing building code dictated by the authority having jurisdiction.

Task 1.4 Project Management and Coordination (performed by RS&H)

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the design team's efforts including assembly and coordination of all documentation.

TASK 2 HANGAR CHAPARRAL T-302 (BARREL TOP ONLY) - DESIGN AND DOCUMENTATION

The barrel top roof and structure will be designed and detailed for 90%, permit and bid documents in conformance with applicable building codes and design guides, based upon the results of the work carried out under Task 1.

Task 2.1 90% Design and Documentation (performed by RS&H and Loefgren and Associates)

Based upon the results of Task 1, the 90% Construction Documents Phase will be based on the approved Structural Recommendations Proposal. The documents will include Drawings and Specifications that establish structural design requirements to comply with the needs of the proposed new roof design.

Task 2.2 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review of this 90% stage submittal. The review shall cover the Drawings and Specifications prior to Submittal to the airport.

Task 2.3 Documentation Review Meeting (performed by RS&H and Loefgren and Associates)

Once the 90% Construction Documents have been produced, the design team and client will review prior to proceeding to Permit and Construction Documents during a virtual visit.

Task 2.4 Permit Documentation and Coordination (performed by RS&H and Loefgren and Associates)

Permit Documentation will be developed and coordinated, municipality permitting applications will be digitally prepared and uploaded to municipality interface.

Task 2.5 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review of the Permit documents prior to submittal to municipality.

Task 2.6 100% Bid Documents (performed by RS&H and Loefgren and Associates)

Final 100% Bid Documents (including drawings and specifications) will be developed and all municipality permitting comments will be incorporated into the documents.

Task 2.7 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review of the Bid Documents prior to submitting them for bid.

Task 2.8 Project Management (performed by RS&H)

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the design team's efforts including assembly and coordination of all documentation.

TASK 3 HORTON HANGAR CHAPARRAL 310 (LOW ROOF ONLY) - CONDITION VERIFICATION

The existing west low roof structural system will be evaluated, and recommendations will be made.

Task 3.1 Condition Verification (performed by RS&H)

The Airport has confirmed that there is no available existing documentation of the hangar building for the Consultant to review. Consultant will use information gathered during the latest field observation report dated January 24, 2022 (refer to Attachment D provided for convenience). Findings state that the total extent of the structural damage for the existing west low roof (structural timber) is currently undetermined. The visual survey of the existing east low roof structure, consisting of steel members, appeared to be in sound condition. This task will address the proposed structural work for the low west roof only. Conditions found herein will be memorialized as part of Task 1.2.

Task 3.2 Structural Analysis/Study (performed by RS&H)

A structural analysis model will be developed and studied using the information gathered in Task 1.1 and used to develop the design for structural repairs to the existing west low roof structure.

Task 3.3 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review of the Documents prior to release to the airport for discussion.

Task 3.4 Documentation Review Meeting (performed by RS&H)

Once the Structural Analysis has been conducted and recommendations made, the design team and client will review prior to proceeding to 90% Design, Permit and Construction Documents during a virtual visit.

Task 3.5 Project Management (performed by RS&H)

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the design team's efforts including assembly and coordination of all documentation.

TASK 4 HORTON HANGAR CHAPARRAL 310 (LOW ROOF ONLY) – DESIGN AND DOCUMENTATION

The east and west low roofs and the structural system of the west low roof will be designed and detailed for 90%, permit and bid documents in conformance with applicable building codes and design guides, based upon the results of the work carried out under Task 3.

Task 4.1 90% Design and Documentation (performed by RS&H and Loefgren and Associates)

Based upon the results of Task 3, the 90% Construction Documents Phase will be based on the approved Structural Recommendations Proposal. The documents will include Drawings and Specifications that establish structural design requirements to comply with the needs of the proposed new roof design (see Loefgren Associates proposal Attachment C).

Task 4.2 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review of this 90% stage submittal. Topics for review shall include the Drawings and Specifications, in advance of document submittal to the airport.

Task 4.3 Documentation Review Meeting (performed by RS&H and Loefgren and Associates)

Once the 90% Construction Documents have been produced, the design team and client will review prior to proceeding to Permit and Construction Documents during a virtual visit.

Task 4.4 Permit Documentation and Coordination (performed by RS&H and Loefgren and Associates)

Permit Documentation will be developed and coordinated, municipality permitting applications will be digitally prepared and uploaded to municipality interface.

Task 4.5 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review of the Permit Documents prior to submitting them for permit review by the municipality.

Task 4.6 100% Bid Documentation (performed by RS&H and Loeftgren and Associates)

Final 100% Bid Documents (including all drawings and specifications) will be developed and all municipality permitting comments will be incorporated into the documents.

Task 4.7 Quality Control (performed by RS&H)

The Consultant shall conduct an in-house quality control review. Topics for review shall include the Bid Drawings and Specifications, in advance of document submittal to the municipality for bidding purposes.

Task 4.8 Project Management and Coordination (performed by RS&H)

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the design team's efforts including assembly and coordination of all documentation.

III ASSUMPTIONS

Per the in-person perfunctory survey performed last Fall 2021, we noted degradation of the existing building envelopes at both the Hangar Chapparral T-302 and the Horton hangar Chapparral 310. General flashing/boot details will be included (at plane changes and equipment openings) where the existing conditions are in an appropriate state of repair to receive such flashings. It was not possible to assess all existing aspects of the buildings via the cursory visual survey as some conditions were either not accessible or were deemed unsafe for closer scrutiny at the time. If existing conditions are not water-tight and the limited flashing systems within the scope of this project are not enough to ensure water tightness of these buildings, additional work may be required to bring the buildings to water-tight condition, and adjustments may be made to the compensation indicated in this proposal.

IV MEETINGS AND PRESENTATIONS

The following site visits and Client meetings/presentations will be attended as part of this proposal:

Task	Presentation / Meeting / Site Visit	Consultant/ Subconsultant	In-Person Meetings/Site Visits	Conference Calls/ Web-Based
1.1	Condition verification	ATE	X	
1.2	Structural Analysis/Recommendation Meeting	RS&H		X
2.3	90% Documentation Review Meeting	RS&H/L&A		X
3.5	Structural Analysis/Recommendation Meeting	RS&H		X

4.3	90% Documentation Review Meeting	RS&H/L&A		X
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V PROPOSED PROJECT SCHEDULE

1. Task 1 = Hangar Chaparral T-302 (barrel top only) - Condition verification and summary – **8 weeks**
2. Task 2 = Hangar Chaparral T-302 (barrel top only) - Design and Documentation = **12 weeks**
 - a. 90% Construction/Permit Documents, and QC – *10 weeks*
 - b. Permitting – As conducted by municipality
 - c. Addenda and Bid Document Completion – *2 weeks*
 - d. Bidding/Procurement support - As conducted by municipality
3. Task 3 = Horton Hangar Chaparral 310 (low roof only) - Condition verification and summary – **3 weeks**
4. Task 4 = Horton Hangar Chaparral 310 (low roof only) – **12 weeks**
 - a. 90% Construction/Permit Documents and QC – *10 weeks*
 - b. Permitting – As conducted by municipality
 - c. Addenda and Bid Document Completion – *2 weeks*
 - d. Bidding/Procurement support - As conducted by municipality

Total duration: 21 weeks (Note that some of this work between the two hangars can occur concurrently).

VI PROFESSIONAL SERVICES FEE AND FEE TYPE

RS&H will provide the above referenced services for a Cost Plus Not-to-Exceed Fee of \$249,565. No reimbursable expenses are anticipated to be included in this phase of work. See Attachments A, B, C and D for a breakdown of costs and reference documentation.

Should scope items/activities/efforts/durations be modified at the request of the Airport or need to be adjusted based on design/construction scheduling, the Consultant Team will need to modify the fee to accommodate the changes. Such changes will be compensated through an amendment (through Additional Services requested by the Consultant) to the Task Order or similar vehicle. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by the Airport prior to the execution of the change.

SCOPE OF WORK

CITY OF LUBBOCK

Tray Payne
Mayor

ATTEST:

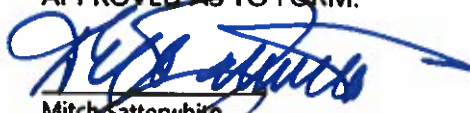
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell
Executive Director of Aviation

APPROVED AS TO FORM:



Mitch Satterwhite
First Assistant

RS&H, Inc.

DocuSigned by:



CC088B8D9CA84E7

Amanda J. O'Krongley
Vice President

SUMMARY

SERVICES

	Labor/ Professional Services (Cost Plus NTE)	Reimbursable Expenses
Hangar T-302 Roof Replacement - Existing Structural Verification, and Recommendation	\$ 42,100.96	\$
Hangar T-302 Roof Replacement - 90% Design, Permit and Bidding	\$ 61,202.20	\$
Horton Hangar Roof Replacement - Existing Structural Verification	\$ 35,692.29	\$
Horton Hangar Roof Replacement - 90% Design, Permit and Bidding	\$ 71,509.35	\$
TOTAL RS&H PROJECT FEE:		\$ 2

SUBCONSULTANT UTILIZATION SUMMARY

Hangar T-302 Roof Replacement - Existing Structural Verification, and Recommendation				
lo Testing & Engineering (ATE)	\$ 22,560.00	\$	-	\$
en Consulting - Design- 100% Bid Documents	\$ 11,000.00	\$	-	\$
Horton Hangar Roof Replacement - Existing Structural Verification				
en Consulting - Design- 100% Bid Documents	\$ 5,500.00	\$	-	\$
Subtotal	\$ 39,060.00	\$	-	\$

RS&H PROFESSIONAL SERVICES AND SUB-CONSULTANT FEE SUMMARY

rofessional Services	\$ 210,504.80	84.35%
nsultant Fees	\$ 39,060.00	15.65%
oposal:	\$ 249,564.80	100.0%



LBB HANGAR ROOF REPAIR AND REPLACEMENT ASSESSMENT AMARILLO TESTING & ENGINEERING, INC

Scope/Background:

Date: 02/23/2022

Client: RS&H

Location: Lubbock, TX

Project: LBB Hangar Roof Repair and Replacement Assessment

Company Work Order:

Project Scope:

The roof of an existing structure is proposed to be replaced/repared. The existing building (Hangar 302) is barrel vault hangar at Lubbock Preston Smith International Airport.

Consultant Scope of Work:

Amarillo Testing & Engineering, Inc. will conduct a forensic assessment of the current roof structure. It appears there are no structural drawings of the existing hangar. The assessment will consist of a site investigation to achieve a better understanding of the current conditions of the roof system. Amarillo Testing will determine member sizing and spacing of the in-place joists, notate any physical deficiencies seen at the time of our investigation, and conduct minimal destructive testing on existing members. Lift access will be needed to properly inspect the roof system, the cost/coordination of lift access has been omitted in this proposal. We will work with RS&H engineers to ensure the information gathered is sufficient for the analysis of the existing structure.

Service Sites:

Services shall be performed at the following locations:

- Project administration, oversight and reporting to be performed at Amarillo Testing & Engineering's office in Amarillo, TX.
- Project field observations to be performed at Lubbock Preston Smith International Airport in Lubbock, TX.

Deliverables:

Deliverables for the project to include:

- As-built Drawings
- Metallurgy Report for Current Steel Members
- Report of Physical Findings

Fee/Performance Schedule:

- Not-to-Exceed Total Engineering Services Fee **\$22,560.00**

This proposal is made on the estimation of time and materials need to complete the project. Field investigation/observations will begin once given notice to proceed. Client change order will nullify this proposal and a new fee will be established according to the change order.

Client/Project Management:

Client Project Lead:

Randy Musser, PE, LEED AP
RS&H
10748 Deerwood Park Blvd South
Jacksonville, FL 32256
randy.musser@rsandh.com

Consultant Project Lead:

Jose A Gonzalez, PE
Amarillo Testing & Engineering, Inc
1113 N McMasters Street
Amarillo, TX 79106
jgonzalez@amarillotesting.com

Signature / Date

Signature / Date

LOEFGREN & ASSOCIATES, INC.

ROOFING AND BUILDING ENCLOSURE CONSULTING SERVICES

March 30, 2022

RS&H, Inc.
Sloan Lavery, Assoc. AIA
300 W Adams St #400
Chicago, IL 60606

Subject: Proposal for Additional Roof Consulting Services
LBB Hangar Roof Replacement
Lubbock Preston Smith International Airport, Lubbock, Texas
L&A Proposal 21-244 Revision D
RS&H Project 2231874.005

Dear Sloan:

Following your telephone conversations with Kenneth H. Loeftgren, RRC, we propose to provide additional roof consulting services to help facilitate repairs and/or construction of the roofs of the hangar buildings listed below at the Lubbock Preston Smith International Airport in Lubbock, Texas.

1. Hangar 302 (Barrel top roof only)
2. West low roof of Horton Hangar (aka Hangar Building #310)

Services described below are additional services to our proposal 21-244 C dated February 9, 2022.

Project Information

During our assessment of the hangar roofs, we discovered structural damage to two of the roofs that was not anticipated when we prepared our original proposals. Our assessment and recommendations were documented in our report dated January 17, 2022.

The corrugated metal roof panels of Hangar 302 have experienced significant damage and must be removed and replaced. Given the amount of rotten wood within the existing roof assembly and the number of loose or missing fasteners, the existing roof panel attachment does not appear capable of meeting the wind uplift design criteria for roof assemblies. As such, we recommend replacement of the roof deck with roof panels that will span between the existing steel bar joists and meet the design criteria of the building code.

SLOAN LAVERY, ASSOC. AIA, RS&H, INC.
PROPOSAL 21-244 REVISED FOR ROOF CONSULTING SERVICES
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT, LUBBOCK, TEXAS

MARCH 30, 2022
PAGE 2 OF 7

The west lower-level roof of the Horton Hangar appeared to have a relatively new R-panel metal roof system with exposed fasteners. Much of the wood roof deck and structural framing beneath the metal roof panels appeared to be rotten. Some structural framing members have significant deflection. Removal and replacement of the roof panels as well as replacement of the structural framing is recommended. Since the rotten roof deck and framing are safety concerns, access to building areas below this roof area should be prohibited and necessary safety barricades should be installed.

In order for us to proceed with preparation of construction documents for replacement of metal roof systems at these areas, a revision to our scope and fee is required.

As requested, fees for additional services are separated into the following tasks for each building.

Structural Analysis

STRUCTURAL SCOPE PERFORMED
UNDER SEPERATE CONTRACT

Our scope and fee do not include structural evaluations, designs of structural repairs or replacements, or preparation of construction documents to facilitate repairs and replacements of structural framing.

We understand that the existing metal roofs on will require removal and replacement. The City of Lubbock, Texas [website](#) indicates that construction is governed by the *2015 International Building Code*. We assume that the existing roof framing assemblies will comply with the structural requirements of the Section 707.3.2 of the *2015 International Existing Building Code* which states:

707.3.2 Roof diaphragms resisting wind loads in high-wind regions.

Where roofing materials are removed from more than 50 percent of the roof diaphragm or section of a building located where the ultimate design wind speed, V_{ult} , determined in accordance with Figure 1609.3(1) of the *International Building Code*, is greater than 115 mph or in a special wind region, as defined in Section 1609 of the *International Building Code*, roof diaphragms, connections of the roof diaphragm to roof framing members, and roof-to-wall connections shall be evaluated for the wind loads specified in the *International Building Code*, including wind uplift. If the diaphragms and connections in their current condition are not capable of resisting at least 75 percent of those wind loads, they shall be replaced or strengthened in accordance with the loads specified in the *International Building Code*.

Our scope and fee do not include a structural evaluation of the existing roof framing assemblies to verify that the existing structure is capable of resisting 75 percent of the current wind loads. If metal roof systems require replacement, we understand that RS&H will perform structural evaluations, calculations and determine design criteria for selection and construction of the replacement roof assemblies. Loeffgren & Associates, Inc. will prepare plans and specifications to facilitate removal and replacement of the existing roof systems.

SLOAN LAVERY, ASSOC. AIA, RS&H, INC.
PROPOSAL 21-244 REVISED FOR ROOF CONSULTING SERVICES
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT, LUBBOCK, TEXAS

MARCH 30, 2022
PAGE 3 OF 7

Task 1 – Additional Consulting Services for Preparation of Construction Documents

L&A will prepare drawings and technical specification sections to help facilitate the construction of new metal roof assemblies for Hangar 302 and the west low roof of the Horton Hangar. The construction scope of work is anticipated to include removal of the existing roof assembly and installation of new insulation and roof assembly. Construction documents will include plans, technical specification sections, and other miscellaneous documents as determined by L&A and RS&H to be appropriate. Construction documents will be prepared so they can be provided to the contractors for bidding purposes and for constructing the project.

Our fee is based on preparation of these documents in conjunction with the planned replacement of metal roof panels for the remainder of Horton Hangar [REDACTED] as described in our Proposal 21-244 B dated February 9, 2022.

In order to prepare this fee estimate, L&A assumed a construction duration of ten (10) weeks and one (1) site visit. The proposed fee for the single site visit is split between all three buildings. If the additional services for one or more buildings are not authorized, the actual fee per building will increase accordingly. Fees might vary if the actual durations or activities are different from the stated assumptions.

SLOAN LAVERY, ASSOC. AIA, RS&H, INC.
PROPOSAL 21-244 REVISED FOR ROOF CONSULTING SERVICES
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT, LUBBOCK, TEXAS

MARCH 30, 2022
PAGE 4 OF 7

Fees

Based on the scope of services and the assumptions stated within this proposal, we propose to furnish the services listed above for the following [REDACTED] fees which include all anticipated related expenses:

Hangar 302 (Barrel top roof only)

[REDACTED]

Task 1 – Preparation of Additional Construction Documents, [REDACTED] \$11,000.00

[REDACTED]

Horton Hangar (aka Hangar Building #310)

[REDACTED]

Task 1 – Preparation of Additional Construction Documents, [REDACTED] \$5,500.00

[REDACTED]

[REDACTED]

[REDACTED]

Fee Schedule for Additional Services

If additional services are requested, fees will be charged in accordance with the following fee schedule:

Professional Services, Principal \$195.00 per hour
Additional site visit, Principal \$9,500.00 per visit

For site visits, travel time to and from the facility will be included in chargeable time. Other miscellaneous expenses, if any, such as printing and mailing costs, exclusive of normal overhead, will be charged on a direct reimbursable basis.

Subcontractor fees, if any, and miscellaneous expenses such as laboratory fees and shipping costs will be charged at direct cost plus 15-percent. Fees and rates quoted herein are subject to change without notice after December 31, 2022.

SLOAN LAVERY, ASSOC. AIA, RS&H, INC.
PROPOSAL 21-244 REVISED FOR ROOF CONSULTING SERVICES
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT, LUBBOCK, TEXAS

MARCH 30, 2022
PAGE 5 OF 7

The Contractor, not the Consultant, is responsible for the construction of the project, and the Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Authorization

We appreciate this opportunity to assist with this project. In order to formally authorize our services, please complete the client invoice information below, sign in the space provided, and return a copy to us. We are looking forward to working with you. If you have any questions, please call me at 904-699-1462.

Sincerely,
Loefgren & Associates, Inc

Kenneth H. Loefgren

Digitally signed by Kenneth H. Loefgren
DN: cn=Kenneth H. Loefgren, o=Loefgren & Associates, Inc., ou,
email=ken@loefgrenandassociates.com, c=US
Date: 2022.03.30 11:30:07 -04'00'

Kenneth H. Loefgren, RRC
Principal

An electronic "pdf" copy of this document may be transmitted for convenience. If requested, signed original documents will be transmitted by U. S. Mail.

For payment of charges, invoices shall be submitted to:

Client: _____

Attention: _____

Address: _____

email: _____

phone: _____

Proposed scope of services authorized by:

_____ (signature), Date: _____

Print name: _____, Title: _____

ATTACHMENT D

FOR REFERENCE

***Lubbock Hangar Roof
Improvements
(Repair/Replacement) Update***

January 24, 2022

City of Lubbock Texas

Lubbock Preston Smith Int'l Airport

LBB Contract No.: 15200.4

RS&H Project No.: 223-1874-004 & 223-1874-005

Prepared by *RS&H Inc.*

at the direction of

Lubbock Preston Smith International Airport

RS&H

Dear Kelly,

RS&H with the assistance of our consultant Ken Loeftgren and Associates, conducted site inspections on November 17 and 18, 2021 of 6 existing hangar roofs at Lubbock Preston Smith International Airport. The following is a summary of our inspections with proposed approaches for how the airport authority may choose to address repairs/replacement. The following hangars were observed:

1. Hangar 20 (Lubbock Aero) – Recommend roof repair
2. AeroCare Hangar - Recommend roof repair
3. Berry T-Hangar - (North set only) - Recommend roof repair
4. Hangar-302 – (Barrel top only) **Propose roof replacement with further structural assessment (proposed new scope)**
5. Warehouse 720 – Air Spares – Recommend roof replacement
6. Horton Hangar – Chapparel 310 – Propose roof replacement and structural repairs



In the following pages, you will find Ken Loeftgren's written assessment along with a description of the structural observations of RS&H Engineer, Juan Salas. As required, we can provide a revised scope and fee proposal to follow this documentation.

Sincerely,
Sloan A. Lavery

RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

1.1 LBB Hangar Roof Repair and Replacement Assessment

On November 17, 2021, Kenneth H. Loeftgren, RRC of Loeftgren & Associates, Inc. performed cursory assessments of existing roofs of the following hangar buildings at the Lubbock Preston Smith International Airport (LBB). Mr. Loeftgren was accompanied by Steve Westerbeke of RS&H and Bruce ____ of LBB.

Hangar Roof Repairs (RS&H Project No. 233.1874.004)

1. Hangar 20 (aka Lubbock Aero)
2. AeroCare Hangar
3. Berry T-Hangars (North set only).
4. Hangar 302 (Barrel top only)

Hangar Roof Replacements (RS&H Project No. 233.1874.005)

5. Warehouse 720 (aka Air Spares)
6. Horton Hangar (aka Hangar Building #310 (Chaparral)).

The purpose of the assessments was to review the condition of the existing roofs and determine necessary and appropriate roof repairs and/or replacements. Recommendations are based on the visual observations only.

1.2 EXISTING DOCUMENT REVIEW

No construction documents were available for any of the buildings that were observed. Therefore, existing structural shapes, materials, and connection capacities are unknown.

1.3 ROOF ASSESSMENT OBSERVATIONS

The following sections provide a summary of our observations.

1.3.1 Hangar 20 (aka Lubbock Aero)

Hangar 20 (aka Lubbock Aero) is a pre-engineered metal building (PEMB) manufactured by A&M Building Systems, Inc. of Clovis, NM 505-769-2311. Access to the interior of building was not available. We understand there were no reports of water intrusion.

The existing roof appeared to include R-panels or PBR-panels that are often used on pre-engineered metal buildings. Exposed fasteners were observed at purlins, panel end laps, side laps and flashing details. Purlins were spaced approximately 5'-0" o.c.

The roof slopes from an unvented center ridge to continuous gutters and downspouts on each side of the building. The roof slope was approximately 1-inch per foot. The roof includes fiberglass skylights and round penetrations presumed to be for space heater chimneys.

Overall, the coating appears to be in good condition with sealant applied over and around the exposed fasteners.



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RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

Recommended repair scope includes replacement of fiberglass skylights, replacement of existing fasteners, and re-coating of the roof. Possibly add safety cages or fall protection nets below skylights. Also, need to determine if the existing coating is silicone to make sure new coating is compatible with substrate.

1.3.2. AeroCare Hangar

The AeroCare Hangar is a pre-engineered metal building (PEMB). The existing roof appeared to include R-panels or PBR-panels that are often used on pre-engineered metal buildings. Exposed fasteners were observed at purlins, panel side laps, end laps and flashing details. The roof slopes from an unvented center ridge to continuous gutters and downspouts on each side of the building. The roof slope was approximately 1-inch per foot. The lower-level roof north of the hangar bay has several curb-mounted HVAC units.



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The tenant reported roof leaks near the southeast corner (left of hangar door), north east corner (below antennae tripod), and above the landside entry door near the southwest corner of the building. Apparent water damage to the roof insulation was observed near the southeast corner.



Overall, most of the existing roof coating appeared to be deteriorated. Preparation for the existing coating application appeared to have included sealant tape at panel end laps and side laps and sealant applied over and around the exposed fasteners.

The roof above the hangar door pocket at the northeast corner of the hangar appeared to be a black EPDM membrane. Some of the roof membrane edge stripping was split and edges of laps appeared to be partially unsealed.

On the west side of the building, numerous wall siding fasteners appeared to be loose and should be replaced as a maintenance item.

Recommended repair scope includes repair of roof penetrations, replacement of damaged insulation, replacement of existing fasteners and re-coating of the roof.



Replacement of the EPDM roof membrane above the hangar door pocket should be considered.

RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

1.3.3. Berry T-Hangars (North set only)



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The roof of the Berry T-Hangars appeared to be a corrugated metal roof. All of the hangars were locked so the structural framing could not be observed. We understand there were no reports of water intrusion.

The roof slopes from an unvented center ridge at approximately 4-inches per foot. No gutters or downspouts were observed.

The roof panels appeared to be secured with nails presumably fastened to wood or plywood decking or wood purlins bearing on rafters. We could not determine if there was any underlayment membrane below the metal panels. No sealant was observed at laps between the corrugated metal panels nor at any of the exposed fasteners. Some of the laps between panels did not appear to be tightly sealed.

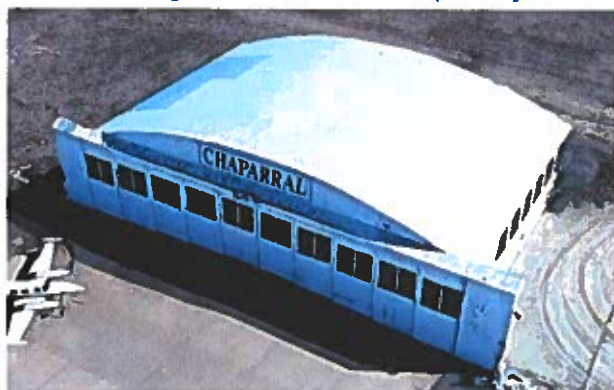
Overall, most of the coating appears to be in fair to poor condition.

Recommended repair scope includes replacement of existing nail fasteners with gasketed screw fasteners and re-coating of the roof. Painting will help extend life of roof metal but will not likely correct existing roof leaks, if any.

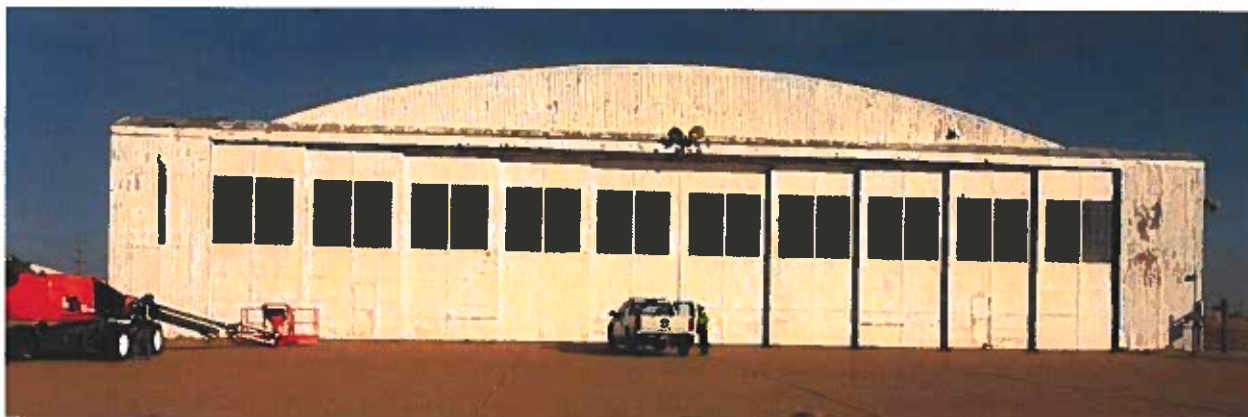


RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

1.3.4. Hangar 302 (Barrel top only)



Imagery ©2021 Google, Map data © 2021



The barrel vault roof of Hangar 302 (former Chaparral Hangar) appeared to consist of corrugated metal roof panels with some surface corrosion below peeling paint. The steep slope roofs at the rear (east) of the hangar bay also appeared to consist of corrugated metal roof panels bearing on wood framing but those roofs were not included in our scope of services.

Most of the corrugated metal roof panels on the barrel vault roof of Hangar 302 appeared to be nailed to wood blocking that was presumably bolted to the top chord of steel bar joists. Wood 2x6 or 2x8 boards were observed between and parallel to the steel bar joists. Both the wood boards and steel bar joists spanned between large bowstring trusses. The wood boards between the steel bar joists should not be considered structural members because the span between trusses is 20-feet +/-.

Many of the roof nails appeared to be missing or partially backed out. The wood nailers and wood boards were likely rotten and unable to hold any fasteners.



RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

Holes in the roof were observed in many places throughout the roof presumably where fasteners have loosened or fallen out. Brown stains that appeared to be corrosion were observed on the bottom of the metal roof panels especially near the hangar doors. Remnants of wood sheathing or thin insulation board were observed on top of joists and wood nailers.

A large section of roof panels above the northside of the hangar bay appeared to have been replaced with corrugated roof panels with a similar roof deck profile. The newer panels were attached directly to top chord of the bar joists. Wood nailers and wood boards between the bar joists were not replaced in this area.

Given the amount of rotten wood within the existing roof assembly and the number of loose or missing fasteners, the existing roof panel attachment does not appear capable of meeting the wind uplift design criteria for roof assemblies. As such, we recommend replacement of the roof deck with roof panels that will span between the existing steel bar joists and meet the design criteria of the building code. We do not recommend coating of the existing roof assembly.

We recommend that the scope of our services be changed from preparation of construction documents to facilitate re-coating the existing roof to replacement of the existing roof.



RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

1.3.5 Warehouse 720 (aka Air Spares)



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Warehouse 720 (aka Air Spares) is used for storage of airport maintenance equipment and materials. We understand that the building was constructed over 30 years ago with materials manufactured by Metallic Building Systems of Houston, Texas.

The roof appeared to consist of corrugated galvanized or galvalume steel roof panels and fiberglass skylights. The roof panels slope at approximately 4 inches per foot from a center ridge to gutters on each side of the building. The panels appeared to be secured to the purlins with wires wrapped around the bottom flange of the purlins.



Most of the roof panels have visible surface corrosion. Many of the skylight panels are cracked or broken. The gutters are damaged and downspouts are missing.

We recommend replacement of the existing roof panels with standing seam roof panels that are continuous from ridge to eave along with new gutters, downspouts and continuous ridge vents.



RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

The City of Lubbock, Texas [website](#) indicates that construction is governed by the 2015 International Building Code. In order to remove and replace the existing metal roofs, a structural evaluation is required to comply with Section 707.3.2 of the 2015 International Existing Building Code which states:

707.3.2 Roof diaphragms resisting wind loads in high-wind regions. Where roofing materials are removed from more than 50 percent of the roof diaphragm or section of a building located where the ultimate design wind speed, V_{ult} , determined in accordance with Figure 1609.3(1) of the International Building Code, is greater than 115 mph or in a special wind region, as defined in Section 1609 of the *International Building Code*, roof diaphragms, connections of the roof diaphragm to roof framing members, and roof-to-wall connections shall be evaluated for the wind loads specified in the *International Building Code*, including wind uplift. If the diaphragms and connections in their current condition are not capable of resisting at least 75 percent of those wind loads, they shall be replaced or strengthened in accordance with the loads specified in the *International Building Code*.

Since demolition of roofing materials may impact other building materials, a survey and abatement of hazardous materials, if any, may be required.

RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

1.3.6 Horton Hangar (aka Hangar Building #310 (Chaparral)).

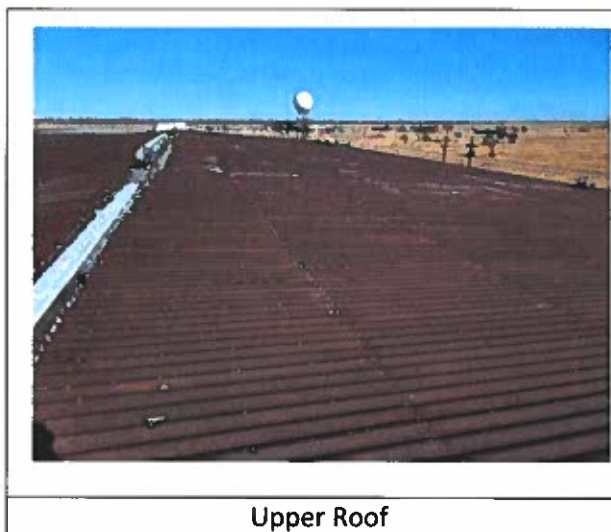


Imagery ©2021 Google, Map data © 2021

The Horton Hangar (aka Hangar Building #310) is used for storage of airport maintenance equipment and materials. We understand that the hangar building was constructed before World War II.

The upper level and east lower-level roofs appeared to have corrugated metal roof panels with surface corrosion. The roof panels slope at approximately 1-inch per foot from a center ridge to gutters on the east and west sides of the building. The metal roof panels appeared to be secured with small carriage-type bolts with rounded heads on top and square nut and washer bolted to hook clips at the bottom of steel purlins. Thin insulation boards appeared to be bolted to the roof panels with similar bolts, nuts, and washers.

We observed numerous stains that indicate chronic roof leaks.

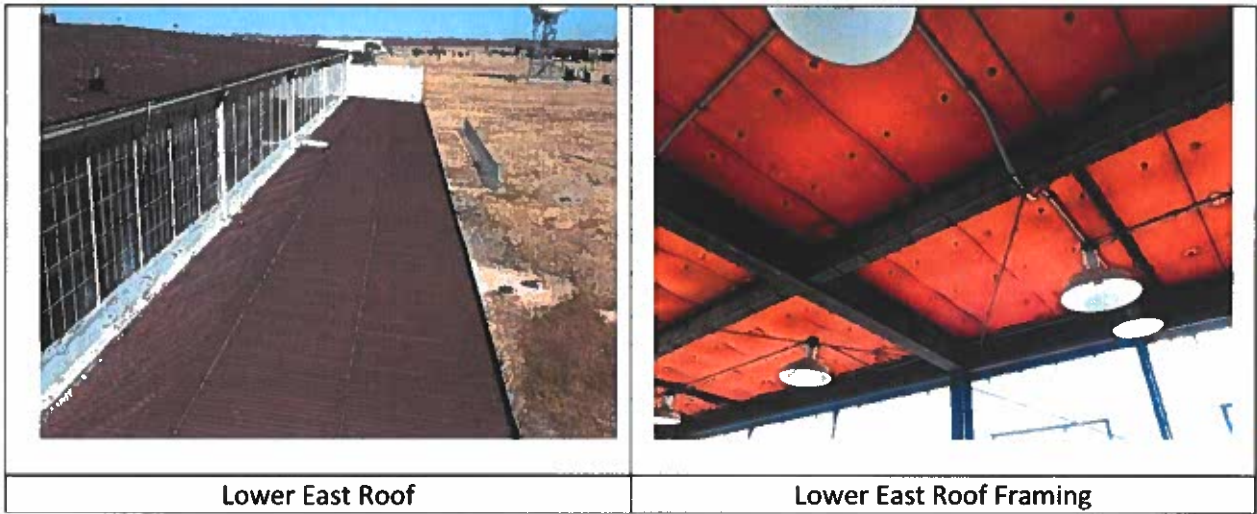


Upper Roof

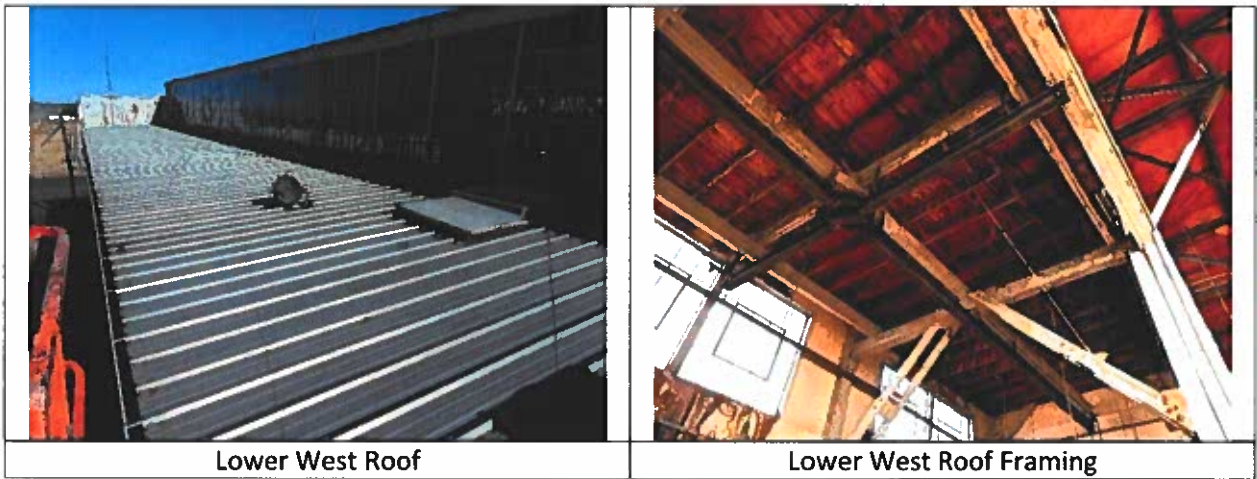


Upper Roof Framing

RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment



The west lower-level roof appeared to be a relatively new R-panel metal roof with exposed fasteners. It was installed over a wood deck and possibly over an old roof. Much of the wood roof deck and framing appeared to be rotten and will need to be replaced. Since the rotten roof deck and framing are safety concerns, access to building areas below this roof area should be prohibited and necessary safety barricades should be installed.



Based on the apparent condition of the Lower West Roof, removal and replacement of the roof panels as well as replacement of the structural framing is recommended. A structural evaluation and design for replacement of the wood structural framing was not anticipated nor included in the scope of our services. In order for us to proceed with the design for replacement of this roof area, a revision to our scope and fee is required.

Based on the apparent condition of the Upper Roof and the Lower East Roof, removal and replacement of the roof panels is recommended.

The City of Lubbock, Texas [website](#) indicates that construction is governed by the 2015 International Building Code. In order to remove and replace the existing metal roofs, a structural evaluation is required to comply with Section 707.3.2 of the 2015 International Existing Building Code which states:

RS&H Project No. 233.1874.004 and 233.1874.005
LBB Hangar Roof Repair and Replacement Assessment

707.3.2 Roof diaphragms resisting wind loads in high-wind regions. Where roofing materials are removed from more than 50 percent of the roof diaphragm or section of a building located where the ultimate design wind speed, V_{ult} , determined in accordance with Figure 1609.3(1) of the International Building Code, is greater than 115 mph or in a special wind region, as defined in Section 1609 of the *International Building Code*, roof diaphragms, connections of the roof diaphragm to roof framing members, and roof-to-wall connections shall be evaluated for the wind loads specified in the *International Building Code*, including wind uplift. If the diaphragms and connections in their current condition are not capable of resisting at least 75 percent of those wind loads, they shall be replaced or strengthened in accordance with the loads specified in the *International Building Code*.

Since demolition of roofing materials may impact other building materials, a survey and abatement of hazardous materials, if any, may be required.

Structural Site Observations Report

Lubbock Hangar Roof Improvement Update

2.1 STRUCTURAL SITE ASSESSMENT

On November 18th of 2021, RS&H and Loeffgren & Associates, Inc. personnel performed a cursory assessment of three existing Hangars at the Lubbock Preston Smith International Airport (LBB). The purpose of the assessment was to review the condition of the existing roof framing and determine if there are any visible structural distress to the roof structure. Observations were made from the ground on all locations except as noted and recommendations are based on the visual observations only. The following Hangars were observed:

4. Hangar-302 – (Barrel top only)
5. Warehouse 720 – Air Spares
6. Horton Hangar – Chapparal 310

* Numbers above correspond to key plan on page 2

2.2 EXISTING DOCUMENT REVIEW

No existing documentation is available for reference on any of the buildings that were observed. Therefore, existing structural shapes, materials, and connection capacities are unknown.

2.3 STRUCTURAL ASSESSMENT OBSERVATIONS

The subsequent sections detail our observations.

2.3.1 Hangar-302 – (Barrel top only)

The Hangar-302 – (Barrel top only) roof structure consists of two different type of structural roof systems and elevations, see Figure-2-1. Structural assessment for this building was not originally included in the scope of services for this project. The following include field observations for information. The structural roof framing systems are as follows:

1. Roof Area 1: West high roof structural framing, consists of a steel truss with the top-chord curved and steel joists with intermediate wood joist roof system (Figure-2-2). The steel joist appeared to have a wood member attached to the top chord.
2. Roof Area 2: East low roof structural framing consists of wood joist/purlin system (Figure-2-3). However, this area is not within our scope of services.
3. Roof Area 3: Hangar door roof structural framing consists of steel framing.

STRUCTURAL SITE OBSERVATIONS

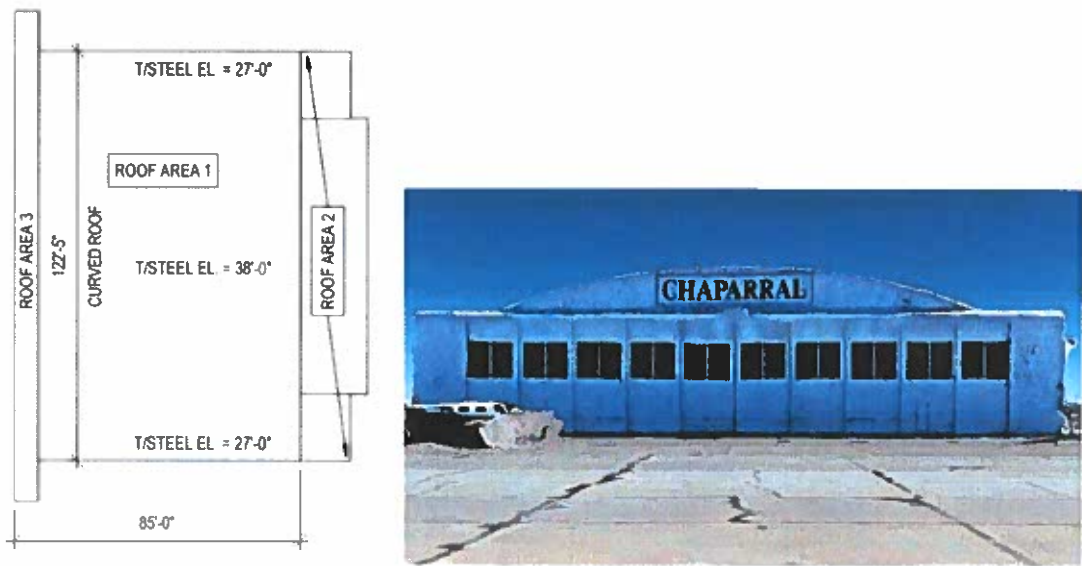


Figure-2-2: Hangar West Roof Framing



Figure-2-3: Hangar East Roof Framing

2.3.1.1 Structural Distress Observed

- Roof Area 1: West high roof steel framing had no visible structural distress. Wood roof framing appeared to have water damage and one wood joist was fractured. Based on existing conditions observed the replacement of the roof deck, as proposed by Ken of Loeftgren & Associates, Inc., will require additional investigation of the existing roof structure. The investigation should include but not limited to:
 1. Steel and Wood Joist – Member size, material properties, and connection properties.
 2. Curved steel truss - Member size, material properties, and connection properties.

2.3.1.2 Additional Proposed Structural Scope of Services Summary

- The additional structural scope of services required for performing the proposed roof replacement is as follows:
 1. Structural analysis of existing roof structure only. Analysis will be performed based on the information acquired from the pending investigation.
 2. Structural documents that include:
 - Information necessary for building permit
 - Required roof repair/retrofit details
- Based on our observations, we do not anticipate that the new structural scope of work will require any additional work other than the curved roof framing.

2.3.2 Warehouse 720 – Air Spares

The Warehouse 720 – Air Spares roof structure consists of steel frames with purlins, see Figure-2-4 (Plan shown is for reference only) and Figure-2-5.

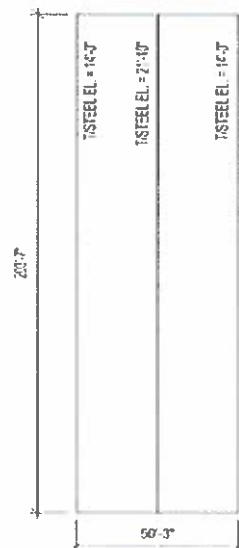


Figure-2-4: Roof Plan & Front of Warehouse



Figure-2-5: Warehouse Roof Framing

2.3.2.1 Structural Distress Observed

Warehouse roof steel framing had no visible structural distress.

2.3.3 Horton Hangar – Chapparral 310

The Horton Hangar – Chapparral 310 roof structure consist of three different type of structural roof systems and elevations, see Figure-2-6 (Plan shown is for reference only). The structural roof framing systems are as follows:

1. Roof Area 1: West low roof structural framing consists of a wood plank deck over wood joist roof system (Figure-2-7).
2. Roof Area 2: Center high roof structural system consists of a steel truss and purling roof framing (Figure-2-8).
3. Roof Area 3: East low roof structural framing consists of steel beam framing (Figure-2-9).
4. Roof Area 4: Hangar door roof structural framing consists of steel framing.

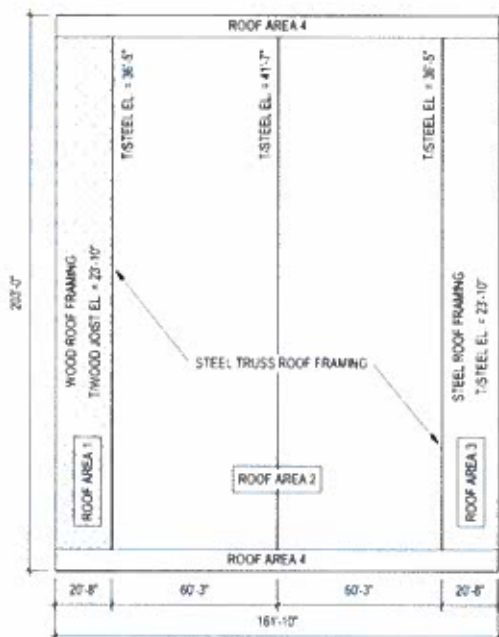


Figure-2-6: Roof Plan & Front of Hangar

STRUCTURAL SITE OBSERVATIONS



Figure-2-7: West Low Roof



Figure-2-8: Center High Roof

STRUCTURAL SITE OBSERVATIONS



Figure-2-9: East Low Roof

2.3.3.1 Structural Distress Observed

- Roof Area 1: West low roof wood framing has severe water damage. The area with a second floor was not accessible due to unsafe access points. Complete extent of the water damage was not accessed due to the limited access and cladding covering the structural roof framing. Reference Figure-2-10 and Figure-2-11 for typical observed conditions. The removal of the compromised wood plank deck and reinforcement of the compromised wood joist is recommended.

STRUCTURAL SITE OBSERVATIONS



Figure-2-10: Compromised Roof Structure



Figure-2-11: Compromised Roof Structure

STRUCTURAL SITE OBSERVATIONS

- Roof Area 2: Center high roof showed signs of water intrusion in several locations. An up-close observation was performed at one location and the steel purlins observed did not show structural distress from the water exposure, see Figure-2-12.

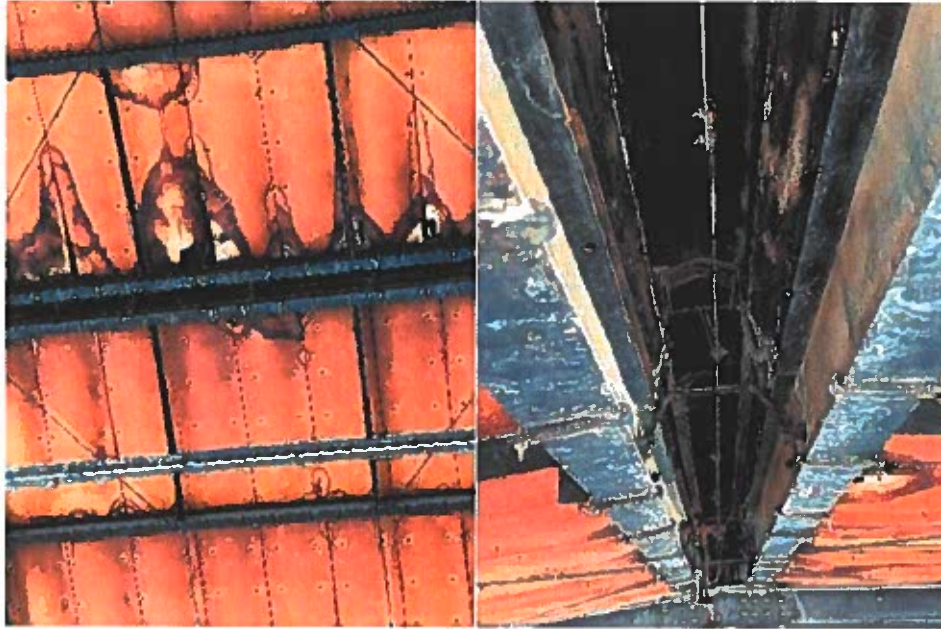


Figure-2-12: Center High Roof Water Intrusion

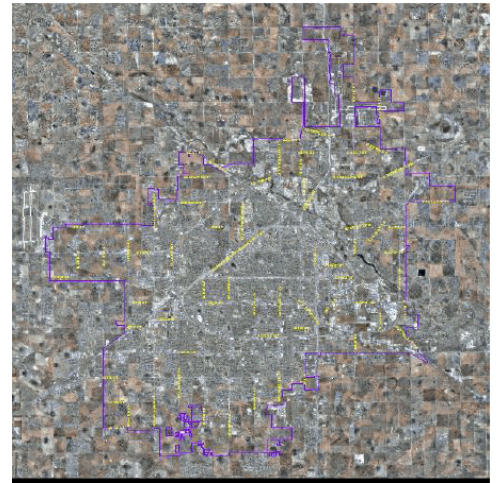
- Roof Area 3: East low roof steel framing had no visible structural distress. The south half of the area with a second floor was not accessible due to unsafe access points.

**City of Lubbock, TX
Capital Project
Project Cost Detail
June 28, 2022**

Capital Project Number:	92675
Capital Project Name:	Roof Repair and Replacement

	<u>Budget</u>
<i>Encumbered/Expended</i>	
RS&H, Inc. Contract 15200 Amendment 5	\$ 46,000
<i>Agenda Item June 28, 2022</i>	
RS&H, Inc. Amendment 10	249,565
<i>Encumbered/Expended To Date</i>	<u>295,565</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Renovations/Construction	802,435
<i>Remaining Appropriation</i>	<u>802,435</u>
 Total Appropriation	 <u><u>\$ 1,098,000</u></u>

Project Status **Approved**



Appropriation Detail	Appropriation to Date	FY 2022-23	Unappropriated Planning Years					Total Project Amount
			FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
Construction	999,000	1,000,000	0	0	0	0	0	1,999,000
Design and Engineering	99,000	0	0	0	0	0	0	99,000
Total Project Appropriation	1,098,000	1,000,000	0	0	0	0	0	2,098,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
C.A.R.E.S. Act	0	1,000,000	0	0	0	0	0	1,000,000
FY 2021 Airport Cash	774,000	0	0	0	0	0	0	774,000
FY 2022 Airport Cash	324,000	0	0	0	0	0	0	324,000
Total Funding Sources	1,098,000	1,000,000	0	0	0	0	0	2,098,000

Operating Budget Impact	FY 2022-23	Unappropriated Planning Years					Total Impact
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31066826, in accordance with BuyBoard Contract 6001-19, with Sam Pack's Five-Star Ford/Carrollton, for the purchase of a 2023 Ford F-250 SuperCab Cab and Chassis, for the Lubbock Animal Services Department.

Item Summary

The 2023 Ford F-250 SuperCab Cab & Chassis Truck with an Animal Transport Body will replace a 2011 Ford F-250 Cab & Chassis Truck with an Animal Transport Body that is in need of extensive repairs and now past its useful life. The total cost of this purchase will be \$76,586.37.

Purchase Order 31066826 for \$76,586.37 with Sam Pack's Five-Star Ford of Carrollton, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative Contract, using the electronic purchasing system, BuyBoard. The purchasing cooperative is an administrative agency created in accordance with the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 601-19, using the electronic purchasing system, BuyBoard.

The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

Purchase Order 31066826 in the amount of \$76,586.37 is funded in CIP 92720.9229.40000, the General Fund Vehicle Replacement for Fiscal Year 2021-22.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Dominic R. Esperat, Director of Fleet Operations

Attachments

Resolution

Purchase Order

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31066826 in accordance with BuyBoard Contract 601-19 for the purchase of 2023 F-250 Supercab, by and between the City of Lubbock and Sam Pack's Five Star Ford of Carrollton, Texas and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 6/6/2022
Order Number 31066826 000 OP
Branch/Plant 3526

TO: SAM PACK'S FIVE STAR FORD
PO BOX 110098
CARROLLTON TX 75011-0098

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 6/6/2022 Freight
Requested 12/6/2023 Taken By S BALLANCE
Delivery PER B RODRIGUEZ, REQ 58963 PUR 16455/ BUYBOARD 601-19

If you have any questions, please contact Breana Rodriguez: BRodriguez@mylubbock.us or 806-775-2374

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2023 F-250 Supercab x2b	1.000	76,586.3700	EA	76,586.37	12/6/2023

Total Order

Terms NET 30 76,586.37

This purchase order encumbers funds in the amount of \$76,586.37 awarded to Sam Pack's Five Star Ford of Carrollton, TX, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated March 17, 2022, from Sam Pack's Five Star Ford of Carrollton, TX, and BuyBoard Contract 601-19.

Resolution # _____

CITY OF LUBBOCK

ATTEST:

Tray Payne, Mayor

Rebecca Garza, City Secretary

PURCHASE ORDER TERMS AND CONDITIONS STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departmentsal-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed

Off Menu Options limited to 25% of Published Price	Current %	121.15%	Total of D. - Off Menu Options	\$40,162.00
Delivery Charges	346 Miles @ \$1.49/mile			\$ 515.54
Floorplan Expense	30 Days		\$11.05 Per Diem	\$ 331.41
Lot Insurance Expense	30 Days		\$11.05 Per Diem	\$ 331.41
Manufacturer Delivery Fee				\$ 1,695.00
			Total Each	\$ 76,186.37
Quantity Ordered	1	X F=		\$ 76,186.37
Administrative Fee				\$ 400.00
Trade In Allowance - Non-Equipment debits and credits				\$ -
TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$76,586.37

CustomFiberglass COACHES

QUOTATION

Bowie International, LLC
313 South Hancock
Lake City, IA 51449
P: 800-831-0960 F: 712-464-8601

QUOTATION NO. 031522-1
DATE March 16, 2022
CUSTOMER ID Lubbock, TX

TO Austin Moore
Sam Pack's Five Star Ford

972-242-6415 x5262



SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Steve Sinnard		Net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Model PRO 8WD11 Deluxe Animal Transport Unit w/ rear storage		
	Includes: Roof rack, all L.E.D. Lighted compartments, back-up		
	alarm, Hi-Lo brake lights, bumper extensions, Ultimate Safety		
	Doors, stainless steel T-Lock handles, keyed alike locks, ground		
	effects, solid partitions, gel coat sealed and webbed interior		
	clearance lights, pass through swing door in front compartment		
	floor drainage trough, step bumper		
1.00	High Capacity Air Conditioning & Heat w/ temp monitoring in cab		
0.00	Interior Safety Doors - Stainless Steel - Large - front 6		
0.00	Interior Safety Doors - Stainless Steel - Small - rear 4		
1.00	BackSaver Hoist		
1.00	Catch Pole Holder - tube style with locking access door		
1.00	Rear Blind Spot Mirror		
2.00	3" x 5" LED Amber Strobe - rear mount - mid body		
3.00	LED Work Lights - 1 Left - 1 Right - 1 Rear		
1.00	PetStep Folding Ramp		
	Drip Ship Truck:		
1.00	Delivery of completed truck to dealership		
	To be installed on a long bed pickup truck with 56" cab to axle		
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$ -

Custom Fiberglass Coaches is a subsidiary of Bowie International, LLC

Make all purchase orders and checks to Bowie International, LLC

www.customfiberglasscoaches.com email: ask@customfiberglasscoaches.com

MODEL PRO 8WD11

Specifications

Manufacturer: Custom Fiberglass Coaches

Model: PRO 8WD11

Description: A fiberglass one piece molded animal transportation unit with (10) ten animal compartments and (1) dead animal quarantine compartment with the access door in the back of the unit. The back two compartments are split creating smaller upper and lower animal compartments. One of the compartments can be used for storage if desired. Featuring our fresh air ventilation system vented to each compartment, a pass through swing door in the front compartment, solid partitions creating 6 individual compartments, sloped floor drainage system, Ultimate Safety doors with large louvers and small catch pole door within the door, and bright white L.E.D. lighting in individual compartments. Available with air conditioning and heating, back saver hoist, catch pole holder, rear blind spot mirror, custom strobe and light bar lighting, work lights and pet step folding ramp.

Construction: Reinforced One-Piece Molded Fiberglass Construction with a bright white gel coat high gloss exterior finish. Steel tube frame lines interior around the entire bottom of the unit with cross members to provide a solid mounting structure. All the steel under structure is completely sealed in fiberglass.

Body Dimensions: 80" Wide x 45" High x 110" Long

Weight: 1,100 – 1,300 lbs.

Animal Compartment Sizes: Measured from center of partitions

Street Side: Front 30" Wide x 36" High x 39" Deep (w/ pass through door open 30" Wide x 78" Deep)

Center 24" Wide x 36" High x 39" Deep

Center 24" Wide x 36" High x 39" Deep

Rear Upper 32" Wide x 20" High x 21" Deep

Rear Lower 32" Wide x 16" High x 21" Deep

Curb Side: Front 30" Wide x 36" High x 39" Deep (w/ pass through door open 30" Wide x 78" Deep)

Center 24" Wide x 36" High x 39" Deep

Center 24" Wide x 36" High x 39" Deep

Rear Upper 32" Wide x 20" High x 21" Deep

Rear Lower 32" Wide x 16" High x 21" Deep

Dead Animal Quarantine Compartment: 36" Wide x 16" High x 32" Deep

Under Structure: Framed with 1.5" x 2" 14 gauge high strength tubular steel on all sides with two 2" x 3" 11 gauge high strength tubular cross members. Four 5" x 4" x .3125" solid steel angle mounts are installed for easy mounting on the vehicle frame using grade 8 bolts. All steel is completely sealed in fiberglass to minimize exposure to the elements and eliminate deterioration.

Floor: Constructed using a .75" foam composite board molded and sealed into the unit with three layers of fiberglass. The top layer thickness is .1875" and the bottom layers are .15625" and .1875" in thickness. Floors have a .75" recess creating a trough under the unit with individual drain capabilities. The floor is sloped to the center so drainage flow is directed to the drain holes and into the trough under the unit keeping compartment floors dry and clean. The undercarriage is sealed with fiberglass which provides maximum insulation preventing heat from rising through the floor.

Compartments: Walls and ceilings are gel coat sealed and webbed to provide a smooth, easy to clean finish in the compartments. (Note: Bodies can be made to your specifications and partitions can be made with wire)

Doors: Doors are constructed of a reinforced aluminum fabricated frame and are 21" wide x 31.75" high. Aluminum jalousie is 13.5" wide x 24 7/8" high with (6) six louvers split (3) three on top and (3) three on the bottom with welded wire behind the louver. A stainless steel continuous hinge (1.5") (20 Gauge) connects the door to a fiberglass frame molded into the body. Aluminum drip shields are placed over all doors. A keyed alike stainless steel recessed folding 'T' latch locking handle is used.

Outer Door Catch Pole Door: Doors have a catch pole door within the door measuring 4" wide x 3.75" high. The outer door catch pole door is for units ordered without interior safety doors.

Stainless Steel Interior Safety Doors: Heavy duty stainless steel wire interior safety door with an arm and catch pole opening measuring 3 1/2" high x 6" wide and located on the latch side. Door is constructed of 3/8" frame and 3/8" horizontal rods with 1/4" vertical rods welded at all intersections. A heavy duty 1/2" spring loaded bolt latch is used to provide a positive latching system and the door is mounted with stainless steel hinges. The interior safety door is installed inside the outer door to keep the animal secured in the compartment when the outer door is opened protecting the operator and allowing full vision of the compartment.

Ventilation: Forced fresh air ventilation system provides 580 CFM airflow and is vented to each of the individual compartments. A 4" x 18" fiberglass air duct is installed from the front to the rear of the unit running along the center of the ceiling of the unit. Fresh air is drawn in from outside and is vented to each of the individual compartments blowing stale air from the compartments and providing fresh air.

Roof: Roof is backed by .5" high density composite board with a .15625" layer of fiberglass applied to the ceiling of the unit. The composite board is completely glassed in providing maximum insulation and strength. Roof of the compartments are gel coat sealed and webbed.

Roof Rack: Stainless steel tube and stanchions.

Lights: All L.E.D. bright white lights in individual compartments minimizes power draw on vehicle. Rubber mounted L.E.D. running, stop, turn and back up lights. Side mounted clearance lights installed away from gas tank filling areas in accordance with FMVSS.

Back Up Alarm: 105 D.B. back up alarm mounted inside back of unit.

Bumper: Step Bumper with treadplate top and black powdercoat finish

Ground Effects: Molded fiberglass skirting is installed along the bottom of the unit with openings centered over rear tires and sized large enough for easy tire removal when necessary. Ground effects are constructed of fiberglass and have a bright white gel coat high gloss finish.

Installation: Mounts easily to truck frame with bolts using 5" mounting plates previously mounted to cross members. Unit is easily transferred from one vehicle to another. Installation costs for mounting on our premises are included in the pricing.

Color: Bright white gel coat high gloss finish.

Fuel Cap: Recessed.

Rust Proofing: Unit is manufactured from fiberglass which will not rust or corrode and steel components are glassed in minimizing exposure to the elements.

Wiring: All wiring is color coded, run in conduit and glassed in so the animals cannot get to the wires. Wiring is easily accessed in junction boxes for future modifications or add on optional equipment installations.

Available Options:

- Air Conditioning and Heating
- Digital temperature monitoring
- Interior Safety Door
- Hoist Back Saver with cage
- Catch pole holder
- Light bar
- Strobe lights
- Alley lights
- Flood lights
- Work lights
- GOLight remote controlled spotlight
- Customized lighting packages
- Center mount brake light
- Rear blind spot mirror
- Pet Step folding ramp

City of Lubbock, TX
Capital Project
June 28, 2022

Capital Project Number:	92720
Capital Project Name:	<u>General Fund Vehicle Replacement FY 21-22</u>

	<u>Budget</u>
<i>Encumbered/Expended</i>	
(4) LP61 Gasoline Skid (5221)	\$ 72,732
TerrainCut Rough Mower (5221)	73,404
2 Units Half Ton Pick Up (5615)	69,555
Dynapac double drum roller (4531)	64,187
50' Aerial Truck (5615)	189,416
2 Units of Mack ASL (5815)	690,596
3 Units of KANN CSL (5815)	345,858
3 Units of Freightliner (5815)	312,960
Split Drum Vibratory Roller (4531)	66,196
Carterpillar 120JOY Motor Grader (5812)	248,800
3 units of 1/2 ton pickup 4X4 (4211)	113,109
1 unit of 1/2 ton pickup (4311)	33,140
1 unit of Rolloff Freightliner Truck (5811)	207,147
2 units of 2023 Ford F250 4X4 Bed Delete (5419)	94,576
1 unit of 2023 Ford F250 4X4 6.75' Bed (5815)	51,817
1 unit of 2023 Ford F250 4X4 6.75' Bed (4211)	49,395

Agenda Item June 28, 2022

1 unit 2023 Ford Supercap with Animal Transport Body	<u>76,586</u>
<i>Encumbered/Expended To Date</i>	<u>2,759,474</u>

Estimated Costs for Remaining Appropriation

Vehicles and Equipment	<u>212,919</u>
<i>Remaining Appropriation</i>	<u>212,919</u>

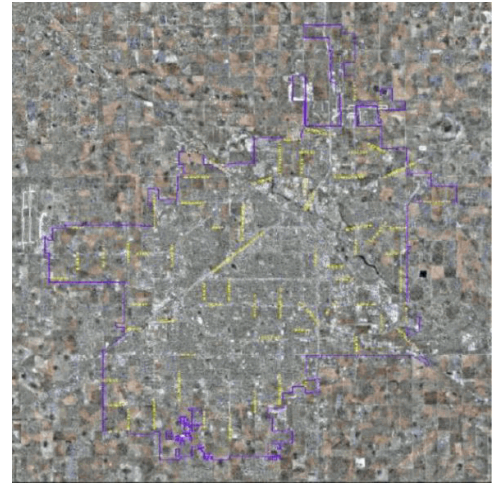
Total Appropriation	<u><u>\$ 2,972,393</u></u>
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Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**



Project Scope

This project is for the annual vehicle replacement for the General Fund.

4211 - Codes Administration

(2) 1/2 ton, extended cab, 4x4 (replacing 12010030 and 12010038) - \$56,000

(1) 3/4 ton, extended cab, 4x4 (replacing 22001050) - \$32,000

(1) 1/2 ton pickup, toolbox, lightbar, radios (NEW) - \$29,978

4311 - Building Safety

(1) 1/2 ton pick-up (replacing 12010055) - \$25,000

4525 - Traffic Operations

(1) 48" digging depth trencher (replacing 92001015) - \$55,000

4531 - Paved Streets

(1) Steel Drum Roller with 51"-55" width (replacing 92009162) - \$65,000

(1) Towable roller with rear vibration and split front drum (replacing 92010063) - \$75,000

(1) Walk behind roller (replacing N/A) - \$8,000

5221 - Park Maintenance

(1) John Deere 9009A Terrain Cut Mower (replacing 02004001) - \$85,000

(3) Litter Vacuum LP61-G (replacing N/A) - \$75,000

(1) Tandem 10k Utility Trailer (replacing 02001116) - \$6,000

5311 - Animal Services

(1) 3/4 ton, extended cab, 4x4 with animal transport body (replacing 22011119) - \$52,000

5414 - Environmental Health

(1) Mid-size SUV (NEW) - \$32,000

5419 - Vector Control

(2) 3/4 ton 4x4 with Flatbed (replacing 22003168 and 22004082) - \$60,000

5615 - Lubbock Fire Rescue

(1) 50' Aerial (NEW) - \$200,000

(2) 1/2 ton, crew cab, 4x4 pickup (replacing 12009169 and 12007135) - \$64,000

5811 - Residential Collection

(1) Roll-Off (replacing 82010001) - \$160,000

(1) 3/4 Ton, Crew Cab, 4x4 (replacing 12008154) - \$33,000

(4) Automated Side Loader (replacing 82012019, 82014014, 82014032, and 82014029) - \$1,280,000

5812 - Alley Maintenance

(1) 12 yard dump with salt spreader hookups (replacing 82008181) - \$200,000

(1) CAT 120 Motor Grader (replacing 82008204) - \$265,000

5815 - Solid Waste Disposal

(1) 3/4 Ton, Crew Cab, 4x4, service body, Air Compressor (replacing 32013016) - \$45,000

Replacement of vehicles and equipment that are at the end of their useful life.

Project Justification

Project History

\$2,902,978 was appropriated in the FY 2021-22 Budget, Ord. No. 2021-00126, October 1, 2021.

Moved 69,415 from 92676, BCR 2022-6, 1/4/22.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
Other Activities	2,972,393	0	0	0	0	0	0	2,972,393
Total Project Appropriation	2,972,393	0	0	0	0	0	0	2,972,393

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
FY 2021 General Fund Cash	69,415	0	0	0	0	0	0	69,415
FY 2022 General Fund Cash	2,902,978	0	0	0	0	0	0	2,902,978
Total Funding Sources	2,972,393	0	0	0	0	0	0	2,972,393

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 15924, with Lee Lewis Construction, Inc., for services related to the repair of Citizens Tower and the Utilities Customer Services Center damaged by the flood event of March 12, 2021.

Item Summary

This is Change Order No. 2 to the contract for General Contractor services, for repair to “like and kind” condition of approximately 30,000 square feet of basements and tunnel of the Citizens Tower and Utilities Customer Services Center (UCSC) located at 1314 and 1401 Avenue K, Lubbock, Lubbock County, Texas. In May 2021, as per Texas Local Government Code Ch. 252.022(a)(3), the City awarded this contract without going through a formal competitive process when procurement is necessary due to unforeseen damage to public machinery, equipment, or other property.

Lee Lewis Construction, Inc. (LLCI) having performed the original construction of said facilities, and with advanced knowledge of the construction of these facilities, was awarded the contract and assisted in quickly repairing and re-opening the facilities to the public.

Contract 15924 in the amount of \$1,755,050.00 included a contingency allowance of \$150,000 for unforeseen damages. \$11,174 was used for this purpose therefore, this Change Order is requesting a release of remaining unused contingency amount of \$138,826 from this contract.

Fiscal Impact

\$138,826 will be released from the contract and returned to the General Fund Operating Budget.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Wesley D. Everett, Director of Facilities

Attachments

Resolution
Change Order
Budget Detail - 14397

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No. 15924 by and between the City of Lubbock and Lee Lewis Construction, Inc., for UCSC Flood Repair Project, and related documents. Said Change Order No. 2 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.ChgOrd#2 Contract-15924 Lee Lewis Construction
06.23.22

Office of Purchasing and Contract Management

Change Order

Contract No: 15924	Contractor: Lee Lewis Construction, Inc.
Change Order No: 2	Contract Title: UCSC Flood Repair Project
Bid/RFP No:	Project No:

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

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

	Contract Contingency	(\$150,000.00)
PCCO #001	Air Quality Testing	\$2,400.00
PCCO #002	HVAC Testing and Balancing	\$8,774.00
	TOTAL THIS CO:	(\$138,826.00)






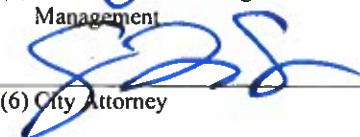
Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial Contract, no deviations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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$1,755,050.00
B.	AMOUNT OF THIS CHANGE ORDER: Note: Council approval required if (+/-) \$50,000	(\$138,826.00)
	COST CENTER: 1611 ACCOUNT: 9109.14397	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	-7.91%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	(\$138,826.00)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	-7.91%
G.	NEW CONTRACT AMOUNT (A+E):	\$1,616,224.00

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

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

 (1) Contractor	6/22/22  Date (2) Project Architect/Engineer	06/10/22 Date
 (3) Owner's Representative	4/13/22  Date (4) Director of Purchasing & Contract Management	4/22/2022 Date
 (5) Capital Project Manager	4/22/22  Date (6) City Attorney	6/23/22 Date

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

(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____ Agenda Item #: _____ Resolution #: _____			

Lee Lewis Construction Inc. - HQ
 7810 Orlando Avenue
 Lubbock, Texas 79423
 Phone: 806-797-8400
 Fax: +1.806.797.1034

Project: AA-2154 - Citizen's Tower Flood Damage
 1401 Ave K
 Lubbock, Texas 79401

Prime Contract Change Order #001: CE #PCO #01 - Clearance Testin

TO:	CITY OF LUBBOCK 1314 Avenue K, Lubbock, TX 79401, USA LUBBOCK, Texas 79457	FROM:	Lee Lewis Construction - HQ 7810 Orlando Ave Lubbock, Texas 79423
DATE CREATED:	5/02/2022	CREATED BY:	Jason Smith (Lee Lewis Construction - HQ)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/02/2022
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	No Change Reason
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1: Citizen's Tower Flood Damage Prime Contract
		TOTAL AMOUNT:	\$0.00

DESCRIPTION:
 CE #PCO #01 - Clearance Testing for Mold and Bacteria
 For King Consultants to do a clearance testing for mold and bacteria at the remediation.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

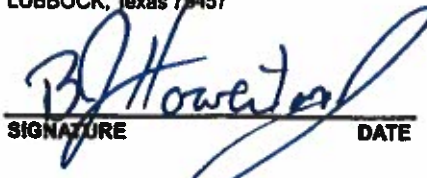
#	Budget Code	Description	Amount
1	1-004.2 OWNERS CONTINGENCY.SUBCONTRACTOR	Clearance Testing	\$(2,400.00)
2	6-100.1 ROUGH CARPENTRY.MATERIALS	Clearance Testing	\$2,400.00
Grand Total:			\$0.00

The original (Contract Sum)	\$1,755,050.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,755,050.00
The contract sum will not be changed by this Change Order in the amount of	\$0.00
The new contract sum including this Change Order will be	\$1,755,050.00
The contract time will not be changed by this Change Order.	

CITY OF LUBBOCK
1314 Avenue K, Lubbock, TX 79401, USA
LUBBOCK, Texas 79457

Lee Lewis Construction - HQ
7810 Orlando Ave
Lubbock , Texas 79423

 05/05/22
SIGNATURE DATE


SIGNATURE DATE

 6/22/22
SIGNATURE DATE

King Consultants, Inc.

1205 East 46th Street
Lubbock, TX 79404

invoice

Date	Invoice #
3/25/2022	A-00-105481

Phone #	806-763-6157
Fax #	806-763-6160

Bill To

Lee Lewis Construction
7810 Orlando Avenue
Lubbock, TX 79423

Sales Rep

J Hassoldt

Terms

Net due 30 days

Project

21-03-111

Description	Qty	Rate	Amount								
Clearance testing for mold and bacteria following remediation at the City of Lubbock, USCS Building located at 1401 Avenue K in Lubbock, Texas - 03/11/22	1	1,650.00	1,650.00								
Air-O-Cell samples for mold and bacteria (per each)	5	150.00	750.00								
<table><tr><th>VENDOR</th><th>JOB/OL</th><th>PHASE</th><th>CATEGORY</th></tr><tr><td></td><td></td><td></td><td></td></tr></table>				VENDOR	JOB/OL	PHASE	CATEGORY				
VENDOR	JOB/OL	PHASE	CATEGORY								
Thank you for your business.		Total	\$2,400.00								

Balance Due

\$2,400.00



PCCO #002

Lee Lewis Construction Inc. - HQ
7810 Orlando Avenue
Lubbock, Texas 79423
Phone: 806-797-8400
Fax: +1.806.797.1034

Project: AA-2154 - Citizen's Tower Flood Damage
1401 Ave K
Lubbock, Texas 79401

Prime Contract Change Order #002: CE #PCO #02 - Testing and Bala

TO:	CITY OF LUBBOCK 1314 Avenue K, Lubbock, TX 79401, USA LUBBOCK, Texas 79457	FROM:	Lee Lewis Construction - HQ 7810 Orlando Ave Lubbock , Texas 79423
DATE CREATED:	5/02/2022	CREATED BY:	Jason Smith (Lee Lewis Construction - HQ)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/02/2022
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	No Change Reason
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1: Citizen's Tower Flood Damage Prime Contract
		TOTAL AMOUNT:	\$0.00

DESCRIPTION:

CE #PCO #02 - Testing and Balancing of HVAC system

To do testing and balancing of the HVAC system. This will be deducted from the contingency.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-004.2 OWNERS CONTINGENCY.SUBCONTRACTOR	Deduct for testing and balancing	\$(8,774.00)
2	15-400.2 PLUMBING.SUBCONTRACTOR	Testing and balancing of HVAC system	\$8,774.00
Grand Total:			\$0.00


The original (Contract Sum)	\$1,755,050.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,755,050.00
The contract sum will not be changed by this Change Order in the amount of	\$0.00
The new contract sum including this Change Order will be	\$1,755,050.00
The contract time will not be changed by this Change Order.	

CITY OF LUBBOCK
1314 Avenue K, Lubbock, TX 79401, USA
LUBBOCK, Texas 79457

Lee Lewis Construction - HQ
7810 Orlando Ave
Lubbock, Texas 79423

 05/05/22
SIGNATURE DATE


SIGNATURE DATE

 6/22/22
SIGNATURE DATE

**Anthony Mechanical, Inc.
Mechanical Contractors
525 E. 40th Street
Lubbock, TX 79452
(806) 747-4151**

Lubbock Power and Light Test and Balance HVAC System

We propose as a Base Bid to provide the following

- **ND White rebalance HVAC system.**

Total Base Bid	\$ 8,774.00
-----------------------	--------------------

OUR BASE BID EXCLUDES THE FOLLOWING

- **SALES TAX**
- **ALLOWANCES**
- **BOND PREMIUMS**
- **OVERTIME PREMIUMS**
- **ELECTRICAL**
- **FIRE ALARMS**
- **CONTROLS**
- **ROOF OR WALL PATCHING**
- **CONCRETE**
- **PAINTING OR COLOR CODING**
- **GENERAL CONTRACTOR WORK**

**Jason Richards
2/28/2022
Price good for 30 days**

City of Lubbock, TX
Project Cost Detail
June 28, 2022

Project Number:	14397
Project Name:	<u>Citizens Tower & UCSC Flood Damage Repair</u>

Encumbered/Expended

Departmental	71,055
Environmental Design	3,545
Bidding/Miscellaneous	-
Pre-Construction	420,839
Construction	1,755,050
Acquisition	-
Installation	599,210

Agenda Item June 28, 2022

Lee Lewis Contract #15924 Change Order 2	<u>(138,826)</u>
<i>Encumbered/Expended To Date</i>	<u>2,710,873</u>

Estimated Costs for Remaining Appropriation

Owner Contingency	2,596
<i>Remaining Appropriation</i>	141,422
Total Appropriation	<u><u>\$ 2,852,295</u></u>

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order 90500058, as per BuyBoard Contract 592-19, with MUSCO Sports Lighting, LLC., for the purchase and installation of Automated Lighting on Thomas A. Martin Youth Sports Complex Field 16.

Item Summary

The Parks and Recreation Department manages three 60-90 baseball fields. These are full-sized baseball fields used for players ages 14 and up. Two of the three fields are currently equipped with field lighting. ARPA funds have been allocated to install lighting at the third and final field. This is field 16 at Thomas A. Martin Youth Sports Complex (TMYSC) on the corner of Milwaukee and 1585. Lighting will allow for more gameplay on this field for user groups and tournaments.

Staff contacted Musco Sports Lighting LLC., to provide a quote to install sports lighting on Field 16 of the TMYSC.

The contract includes:

- Site preparation;
- Installation of lights and light poles;
- Installation of wiring;
- Installation of automated lighting system; and
- Shipping and handling.

Purchase Order 90500058 with Musco Sports Lighting LLC., in the sum of \$276,859 for the Automated Lighting System for Field 16 at the TMYSC, is made through the BuyBoard purchasing program. BuyBoard is a local Government Purchasing Cooperative created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system. Its purpose is to obtain the benefits and efficiencies that can accrue to members.

Fiscal Impact

The total cost of automated lighting at this field is \$276,859.00, and is funded in Capital Improvement Project 92767 ARPA Parks - Tom Martin Youth Sports Complex Junior Field Lights.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution

PO 90500058 - Musco Sports Lighting, LLC (rs)

Quote

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 90500058, as per BuyBoard Contract 592-19, for the purchase and installation of Automated Lighting on Lubbock Youth Sports Complex Field 16, by and between the City of Lubbock and Musco Sports Lighting, LLC, of Oskaloosa, Iowa, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

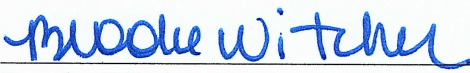
Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.PO 90500058-Musco Sports Lighting, LLC
6.8.22



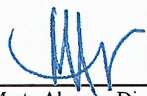
PURCHASE ORDER

Page - 1
Date - 6/7/2022
Order Number 90500058 000 OP
Branch/Plant 92767

TO: MUSCO SPORTS LIGHTING LLC
PO BOX 808
OSKALOOSA IA 52577-0808

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 6/14/2022 Freight
Requested 8/23/2022 Taken By K MORGAN
Delivery PER M CHACON RE 58939 BUYBOARD #592-19/ PUR 16667

If you have any questions about this order, please contact Mariana Chacon at 806-775-2664 or via email at MChacon@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Baseball Field 16 300' x 300'	1.000	276,859.0000	EA	276,859.00	8/23/2022
Total Order				276,859.00	
Terms NET 30					

INSURANCE REQUIREMENTS: PER ATTACHMENT A

This purchase order encumbers funds in the amount of \$276,859.00 awarded to Musco Sports Lighting, LLC of Oskaloosa, IA, on _____, 2022. The following is incorporated into and made part of this purchase order by reference: Quote dated May 19, 2022, from Musco Sports Lighting, LLC of Oskaloosa, IA, and BuyBoard Contract 592-19.
Resolution # _____

CITY OF LUBBOCK

ATTEST:

Tray Payne, Mayor

Rebecca Garza, City Secretary

**PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS**

Seller and Buyer agree as follows:

ACCEPTANCE OF THIS PURCHASE ORDER:

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

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

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

16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management.
28. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
29. Texas Government Code, Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departments-websites/departments/purchasing/vendor-information>
30. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
31. No Boycott of Energy Companies. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott Energy Companies and will not boycott Energy Companies during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
32. No Boycott of a Firearm Entity or Firearm Trade Association. Pursuant to Section 2274 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2274.002; or (ii) it does not boycott a Firearm Entity or Firearm Trade Association and will not boycott a Firearm Entity or Firearm Trade Association during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
33. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization
34. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
35. Pursuant to Section 552.301(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: or@mylubbock.us. Please send this request to this email address for it to be processed

Date: May 19, 2022
To: City of Lubbock

Project: Lubbock Youth Sports Complex Field 16
Lubbock, TX
Ref: 162361

BuyBoard

Master Project: 196290, Contract Number: 592-19, Expiration: 09/30/2022
Commodity: Parks and Recreation Equipment and Field Lighting Products and Installation

All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19

Quotation Price – Materials Delivered to Job Site and Installation

Baseball Field 16 – 300' x 300' x 300' \$ 276,859

Sales tax is not included.

*Quote is valid until **June 30, 2022** and is considered confidential.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc infield / 30fc outfield and uniformity of 2:1 / 2.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- (6) Pre-cast concrete bases with integrated lightning grounding
- (6) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® luminaires
- UL Listed assemblies

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- 10-year materials and onsite labor warranty for CREE Products

Supplemental Lighting

- (12) OSQ area luminaires

Installation Services Provided

(See attached scope of work)



Payment Terms

Musco's Credit Department will provide payment details.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
BuyBoard purchase – Contract Number: 592-19**

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 1 Phase electrical system requirement and to be confirmed prior to production.
- Structural code and wind speed = 2012 IBC, 115 mi/h, Exposure C, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Mitchell Stockton
Sales Representative
Musco Sports Lighting, LLC
Phone: 806-474-4743
E-mail: mitchell.stockton@musco.com



Lubbock Youth Sports Complex Field 16
Lubbock, TX
Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)
10. Contact your local udig for locating underground public utilities and then confirm they have been clearly marked.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2012 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
3. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
4. Provide storage containers for material, (including electrical components enclosures), as needed.
5. Provide necessary waste disposal and daily cleanup.
6. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
7. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide startup and aiming as required to provide complete and operating sports lighting system.
9. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (6) LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (6) dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install one (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



City of Lubbock, TX
Capital Project
June 28, 2022

Capital Project Number:	<u>92767</u>
Capital Project Name:	<u>ARPA PARKS - TMYSC Junior Field Lights</u>

	<u>Budget</u>
<i>Encumbered/Expended</i>	\$ -
<i>Agenda Items - June 28th, 2022</i>	
Musco Automated Lighting	<u>276,859</u>
Encumbered/Expended To Date	<u>276,859</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Miscellaneous	<u>23,141</u>
Remaining Appropriation	<u>23,141</u>
Total Appropriation	<u><u>\$ 300,000</u></u>

Managing Department **Park Development***Project Manager* **Colby VanGundy***Project Classification* **Upgrade/Major Maintenance***Project Status* **Approved***Project Scope*

The contract includes:

- Site preparation
- Installation of lights and light poles
- Installation of wiring
- Installation of automated lighting system
- Shipping and handling

The resolution for consideration will approve Purchase Order 90500058 in the sum of \$276,859.00 for the Automated Lighting System for Field 16 at TMYSC from MUSCO Sports Lighting, LLC, through the BuyBoard purchasing program. BuyBoard is a local Government Purchasing Cooperative created to increase the purchasing power of government entities and to simplify their purchasing by using a customized online purchasing system. Its purpose is to obtain the benefits and efficiencies that can accrue to members.

Project Justification

Located at Tom Martin Youth Sports Complex. Lights were installed at 15 of the 16 fields upon completion of the complex. This field is the only field currently without lighting. Adding lights will help increase tournament participation for older-aged divisions, ultimately increasing revenue generated for weekend tournaments and game nights.

Project History

\$300,000 was appropriated in the FY 2021-22, Budget Amendment No. 24, Ord. No. 2022-O0071, May 10, 2022.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
Construction	300,000	0	0	0	0	0	0	300,000
Total Project Appropriation	300,000	0	0	0	0	0	0	300,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
American Rescue Plan Act Funding	300,000	0	0	0	0	0	0	300,000
Total Funding Sources	300,000	0	0	0	0	0	0	300,000

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute an amendment to the Senior Center Operations Contract with the South Plains Association of Governments, for funds to pay for the operation of senior citizen sites.

Item Summary

The City has contracted with the South Plains Association of Governments (SPAG) for the Area Agency on Aging Direct Purchase of Services Program Grant, for the past 40 years. This grant provides services to senior citizens through the City's 5 senior program sites. The City's senior program targets any citizen 60 years of age or older, to provide a hot meal, transportation, and recreational and social activities.

The City is currently under agreement with SPAG, which provides reimbursement for meals and transportation service units. This amendment will provide additional operating funds due to hardships brought on by COVID-19. The previous contract payment amount is \$2,292 per month and the amendment will provide an amount not to exceed \$4,584 per month. The amendment will be effective now through September 30, 2022.

Fiscal Impact

The amendment will revise the contract payment amount from \$2,292 in federal dollars per month, to an amount not to exceed \$4,584 in federal dollars per month, effective now through September 30, 2022.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to the Senior Center Operations Contract for funds to pay for the operation of senior citizen sites, by and between the City of Lubbock and the South Plains Association of Governments, and all 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.Amendment to Senior Center Operations Contract-SPAG
6.9.22

**Amendment to the Senior Center Operations Contract Between
South Plains Association of Governments Area Agency on Aging
and
City of Lubbock**

This Amendment is made between South Plains Association of Governments Area Agency on Aging (SPAG AAA) and City of Lubbock (Subrecipient) to the Contract dated April 1, 2022 ("the Original Contract").

The Senior Center Operations contract for the period beginning April 1, 2022 and ending September 30, 2022 or when available funds are depleted, whichever occurs first, is being amended to revise the previous payment amount of \$2,292 federal dollars per month to an amount not to exceed \$4,584 federal dollars per month effective June 1, 2022 through September 30, 2022.

Except as set forth in this Amendment, the Original Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Original Agreement or any earlier amendment, the terms of this amendment will prevail.

_____ Authorized Subrecipient Signature	_____ Authorized Signature
_____ Print Name	<u>South Plains Association of Governments</u> (Agency)
_____ Title	<u>P.O. Box 3730 – Freedom Station</u> (Address)
<u>June 1, 2022</u> Date	<u>Lubbock, Texas 79452</u> (City, State, Zip)
	<u>June 1, 2022</u> (Date)

Information

Agenda Item

Resolution - Civic Centers: Consider a resolution authorizing the Mayor to execute Contract 16586, with Permian Paving, Inc., for improvements to the southwest parking lot at the Lubbock Memorial Civic Center.

Item Summary

This project provides for the parking surface mill and relay, striping of parking stalls, and painting of ADA markings and fire lanes, of the southwest parking lot at the Lubbock Memorial Civic Center.

This project was advertised for bid, and in response to ITB 22-16586-KM, two bids were received. The prices submitted were as follows:

Vendor	Amount
Permian Paving, Inc., Midland, Texas	\$262,132
West Texas Paving, Inc., Wolfforth, Texas	\$322,576

After evaluation of all the bids submitted, City staff is recommending the acceptance of the bid submitted by Permian Paving, Inc., for \$262,132, for parking lot repairs at the Lubbock Memorial Civic Center.

The estimated time for completion of this project is 30 calendar days. The Civic Center has reserved time for work to begin in August in order to have a lesser impact on contracted events.

Fiscal Impact

The project cost of \$262,132 is funded in Capital Improvement Project 92620 Civic Center Parking Lot Repair.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Contract
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, Contract No. 16586, as per ITB 22-16586-KM, for parking lot repairs at the Lubbock Memorial Civic Center, by and between the City of Lubbock and Permian Paving, Inc. of Midland, 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.

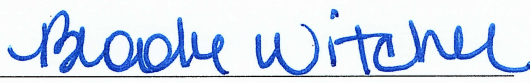
Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.Contract No. 16586-Permian Paving, Inc.
6.22.22

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

June 8 2022

DATE: _____

PROJECT NUMBER: **ITB 22-16586-KM, Parking Lot Repairs at the Lubbock Memorial Civic Center**

Bid of Permian paving inc (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the referenced project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated.

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **30 consecutive calendar days** with **final completion** of the project within **38 consecutive calendar days** as stipulated in the specification and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages in the sum of **\$25** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **\$550** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids.

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

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

City of Lubbock,
ITB 22-16586-KM
Parking Lot Repairs at the Lubbock Memorial Civic Center
Bid Form

			Permian Paving, Inc.	
			Midland, TX	
			\$262,132.00	
#	Items	Quantity (+/-)	Location Total Cost Unit of Measure	Unit Cost Extended Cost
#1-1	Mobilization - price includes equipment mobilization, Storm Water Pollution Prevention Plan, Barricades and any incidentals not described in the Contract.	1	LS	\$101,200.00 \$101,200.00
#1-2	Patching with Black Base, 3" depth (milling to a depth of 5", with replacement of 3" Black Base and 2" Type D or C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 5" and replacing with 3" of Black Base and 2" Type D Hot Mix.	4650	SY	32.00 148,800.00
#1-3	Handicap Emblems	6	EA	50.00 300.00
#1-4	Fire Lane Striping	600	LF	10.00 6,000.00
#1-5	Curb Striping (Top & Side)	60	LF	10.00 600.00
#1-6	Layout and Striping for Parking Stalls	3488	LF	1.50 5,232.00

Enclosed with this bid is a Cashier's Check or Certified Check for

5%

Dollars (\$) or a Bid Bond in the sum of

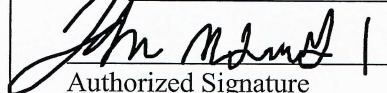
Dollars (\$), which it is agreed shall be collected and

retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: June 8th



Authorized Signature

John mcdonald II

(Printed or Typed Name)

Permian paving

Company

4416 brairwood ave ste 110 #55

Address

Midland, Midland

City,

County

Texas

79707

State

Zip Code

Telephone: 432-425-1214

Fax:

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 6-1-22

Addenda No. Date

Addenda No. Date

Addenda No. Date

FEDERAL TAX ID or SOCIAL SECURITY No.

83-3953691

EMAIL: Permianpavinginc@icloud.com

M/WBE
Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
June 28, 2022**

Capital Project Number:	92620
Capital Project Name:	Civic Center Parking Lot Repair

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Bid Cost	\$ 221
<i>Agenda Item June 28, 2022</i>	
Contract 16586 Permian Paving	262,132
<i>Encumbered/Expended To Date</i>	<u>262,353</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Parking Lot Repair	281,432
<i>Remaining Appropriation</i>	<u>281,432</u>
Total Appropriation	<u><u>\$ 543,785</u></u>

Managing Department **Civic Centers**Project Manager **Lisa Thomason**Project Classification **Upgrade/Major Maintenance**Project Status **Approved****Project Scope**

The project provides for mill and relay, with a 3" black base, throughout the entire parking lot, striping of parking stalls and fire lanes and landscaping.

Project Justification

The project provides for mill and relay of the parking lots surrounding the Lubbock Memorial Civic Center. The parking lot is utilized year round as event parking for those visiting the Lubbock Memorial Civic Center and other business in the surrounding area. The parking lot surface has begun raveling and rutting in the traffic lanes.

Project History

\$543,785 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-00129, October 1, 2019.

South West Parking Lot completed 2021/2022.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
Construction	543,785	209,927	885,836	620,982	1,042,259	1,579,500	0	4,882,289
Total Project Appropriation	543,785	209,927	885,836	620,982	1,042,259	1,579,500	0	4,882,289

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
FY 2020 Civic Center Cash	106,248	0	0	0	0	0	0	106,248
FY 2020 Hotel Occupancy Tax	437,537	0	0	0	0	0	0	437,537
Total Funding Sources	543,785	0	0	0	0	0	0	543,785

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



**Purchasing and Contract Management
Project Summary**

ITB 22-16586-KM Parking Lot Repairs at the Lubbock Memorial Civic Center

Notice was published in the Lubbock Avalanche Journal on May 22, 2022 and May 29, 2022.

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

Notice was published on Bonfire-hub.com from May 23, 2022 to June 8, 2022.

21 vendors took documents from Bonfire-hub.com

21 vendors were notified separately.

2 vendors submitted a proposals.

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Chief of Police to execute a Short-Term Joint Operation Memorandum of Understanding, between the United States Marshal Service and the Lubbock Police Department, as it relates to the reimbursement to the City of Lubbock, for certain overtime expenses incurred during the investigation and/or arrest of persons with active arrest warrants.

Item Summary

The primary mission of the operation is to investigate and/or arrest persons who have active arrest warrants adopted by the United States Marshal Service (USMS), and/or federal warrants for their arrest, and/or who are in violation of the Adam Walsh Act. The intent of this joint effort is to investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

Fiscal Impact

The Lubbock Police Department (LPD) will remain responsible for the salary and benefits of the officers who participate in the joint operation. Overtime expenses incurred by the LPD will be reimbursed up to \$15,431.68.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
MOU

RESOLUTION

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

THAT the Chief of Police for the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an **Short-Term Joint Operation Memorandum of Understanding** and related documents between the City of Lubbock and the United States Marshal's Service related to the **investigation and/or arrest of persons with active arrest warrants, with reimbursement to the City of Lubbock for certain overtime expenses, not to exceed \$15,431.68**. 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

 ACT-26 4/14/22 Fred P. M.

Floyd Mitchell, Chief of Police

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

United States Marshals Service

Short-Term Joint Operation – Memorandum of Understanding

Rev. 11/2019

PARTIES AND AUTHORITY: This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1) and 34 U.S.C. § 20941. Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS Investigative Operations Division (IOD) regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION: The primary mission of the operation is to conduct joint law enforcement activities to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to improve public safety, reduce violent crime, disrupt criminal gangs, and/or reduce the number of fugitive non-compliant sex offenders.

Federal fugitive cases referred through this joint operation for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency. Entry of warrants into NCIC is critical to enhance officer safety and to facilitate proactive enforcement, and intelligence gathering.

PERSONNEL: Administrative matters, which are internal to the participating agencies, remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

Non-USMS law enforcement officers assigned for purposes of this joint operation will be deputized as Special Deputy U.S. Marshals as needed for Investigative or Geographic Jurisdiction. Joint operation personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of the joint operation. State or local task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses, to include overtime for other personnel, including administrative personnel, where approved as part of the joint operation, shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted at the conclusion of the joint operation, and which provides the names of the investigators or administrative personnel who incurred overtime for the joint operation; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator or administrative personnel, and the total cost. If the joint operation lasts longer than 90 days, requests should be submitted quarterly.

The request for reimbursement must be submitted to the District Chief Deputy or IOD Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursable Funds for all USMS approved expenditures are capped at no more than \$ 15,431.68.

RECORDS AND REPORTS: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the temporary, short-term joint law enforcement operations shall be retained by the agency in the joint operation responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Joint operation statistics will be maintained by the USMS. Statistics will be made available to any participating agency upon request.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing the USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Temporary, short-term joint law enforcement operations records and documents, including reports prepared in cases assigned to temporary, short-term joint law enforcement operations personnel, will be maintained in USMS electronic records.

This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. If information developed during a USMS investigation is included in such a form, the TFO's department will maintain the information as an agent of the temporary, short-term joint law enforcement operations. No information gathered during the course of the temporary, short-term joint law enforcement operations activities, to include informal communications between TFOs and USMS personnel, may be disseminated to any third party, non-joint operation member by any joint operation member without the express permission of the District Chief Deputy or IOD Chief Inspector, or his/her designee.

Documents containing information that identifies or tends to identify a USMS confidential source shall not be placed in the files of participating agencies unless appropriate USMS policy has been satisfied.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tips" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

USE OF FORCE: All members of the participating agency will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than-lethal devices, to include completing all necessary training and certification requirements. All members of the joint operation will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the District Chief Deputy or IOD Chief Inspector and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved joint operation personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the District Chief Deputy or IOD Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the joint operation and the participant agency.

RELEASE OF LIABILITY: Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

PERIOD OF PERFORMANCE/EFFECTIVE DATE/TERMINATION:

Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation's conclusion.

Operation Name: Lubbock Tornado

UNITED STATES MARSHAL, RFTF COMMANDER, or IOD REGIONAL CHIEF INSPECTOR:

Print Name: Quintella Downs

Signature: _____

Date: _____

PARTICIPANT AGENCY:

Name: City of Lubbock on behalf of its Police Department

Phone: 806-775-2738

Location (City and State): Lubbock, Texas


PARTICIPANT AGENCY REPRESENTATIVE(S):

Print Name and Title: Floyd Mitchell, Chief of Police

Signature:  Acting Quintella Downs

Date: 6-12-27

APPROVED AS TO FORM:


John C. Gooch
Assistant City Attorney

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the Mayor to utilize a facsimile signature for any legal instrument or document permitted by Chapter 618 of the Texas Government Code.

Item Summary

In accordance with Article IX, Section 11 of the City of Lubbock Charter, the Mayor of the City of Lubbock is required to sign all official documents.

Chapter 618 of the Texas Government Code (618.001 – 618.009) “Uniform Facsimile Signature of Public Officials, permits the Mayor to execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with the Mayor’s facsimile signature instead of a manual signature for certain legal instruments and documents. This does not include ordinances or resolutions. Section 618.003 states that an officer may use the officer’s facsimile signature instead of the officer’s manual signature, if authorized by the governing body. This resolution would allow for the Mayor to use a facsimile signature.

Fiscal Impact

For 25 licenses and 2,500 digital signatures using the software DocuSign, the cost would be approximately \$18,175.31.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution

RESOLUTION

WHEREAS, the Mayor of the City of Lubbock is required to sign all official documents of the City in accordance with Article IX, Section 11 of the City of Lubbock Charter; and

WHEREAS, Chapter 618 of the Texas Government Code, the Uniform Facsimile Signature of Public Officials Act, permits the Mayor to execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with the Mayor's facsimile signature instead of a manual signature for certain legal instruments and documents; NOW THEREFORE:

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

THAT the Mayor of the Lubbock City Council is hereby authorized to utilize a facsimile signature for any legal instrument or document as permitted by Chapter 618 of the Texas Government Code, as may be amended.

Passed by the City Council on _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Information

Agenda Item

Resolution - City Council: Consider a resolution adopting revised and updated City of Lubbock City Council Rules.

Item Summary

Proposed City Council Rule Changes:

- Regular Council Business Meetings will begin at 2:00 p.m., or at a time decided upon by the Mayor.
- Work Sessions, if necessary, shall begin at 10:30 a.m., or at a time decided upon by the Mayor.
- Executive Sessions, when necessary, will be scheduled to begin upon the conclusion of the preceding Work Session or at a time decided upon by the Mayor.
- Ceremonial Recognitions will be held at an appropriate time on a quarterly basis, separately from the regular business meetings of the City Council.

Fiscal Impact

None

Staff/Board Recommending

City Council

Attachments

Resolution (r) - Council Rules
Council Rules - Updated
Council Rules Redline

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby authorize and ratify the signatures of the City Manager or his designee for and on behalf of the City of Lubbock, Aid in Construction Agreement No. 16695 for the relocation of a gas line, by and between the City of Lubbock and Atmos Energy, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Erik Rejino, Assistant City Manager

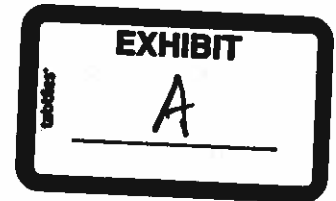
APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ccdocs/RES.Ratify Atmos Gas Line relo 16695
6.23.22

**CITY OF LUBBOCK
CITY COUNCIL RULES**
(as amended, August 1, 2022)



I. AUTHORITY:

The Charter of the City of Lubbock provides that the Council shall determine its own rules and order of business. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917). By virtue thereof, and when not in conflict with the Charter of the City of Lubbock and the Constitution and laws of the State of Texas, the following set of rules shall be in effect upon adoption by the City Council and until such time as they are amended or new rules adopted in the manner hereinafter provided and shall prevail to govern the business of the City Council of the City of Lubbock.

A. Adoption of Council Rules – Adoption of the Rules for the City Council, City of Lubbock, shall be accomplished by means of a resolution with the affirmative vote of a majority of all members of the City Council.

B. Amendments to Council Rules – These rules may be suspended, amended or new rules adopted provided that these rules do not conflict with General Laws of the State of Texas or the Charter of the City of Lubbock.

II. MEETINGS:

A. City Council Meetings:

1. Regular Council Business Meeting – Except as provided herein, the City Council shall meet twice each month in the City Council Chambers, Municipal Building, on the second and fourth Tuesday, beginning at 2:00PM, or on such other day, or at such other time or place as shall be selected by the Mayor. City Council business meetings shall be held in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. Invocation – It is the policy of the City Council to allow for, but not mandate, an invocation or prayer to be offered before its meetings for the benefit of the City Council in order to solemnize the proceedings. The invocation shall be offered by one person only.

a. The invocation shall not exploit to proselytize or advance any one, or disparage any other, faith or belief. The invocation speaker shall offer words of wisdom in a respectful tone and invite the City Councilmembers to reflect upon shared ideals and common ends prior to beginning the business of governing.

b. The invocation shall be voluntarily delivered by the invocation speaker selected by the City Secretary in accordance with the policy adopted by the City Secretary's Office.

c. The invocation shall be given prior to the opening gavel that officially begins the meeting and the agenda/business of the public.

3. Citizen comments – Any citizen wishing to appear before any regular meeting of the City Council to speak shall sign up to speak at the City Council meeting, but shall be limited

to speaking only on matters posted on the City Council agenda, and must appear before the City Council in person.

- a. The length of the time given for each citizen to make such comments shall be determined by the City Council, in its sole discretion, at the beginning of the citizen comment period.
- b. The form to be used for a citizen to sign up to address the City Council during the citizen comment portion of the meeting shall be in substantially the same form and content as attached hereto as Exhibit "A".
- c. Individuals wishing to use a PowerPoint presentation or other video imaging must submit the presentation to the City Manager's office no later than twenty-four (24) hours prior to the start of the Council meeting so that City staff may have adequate time to verify technological compatibility, and to perform security protocols on any hardware or data files submitted. Files must be hand delivered on a CD, DVD, or USB drive to the City Manager's Office, 1314 Avenue K, 11th Floor, Lubbock, Texas 79401. The USB drive, CD, or DVD will not be returned to the presenter. The following digital image formats are acceptable for submission: PowerPoint slides, Jpeg photo images, TIF files, PDF files, and PNG files. Videos must play from a standard DVD. No web access is available.
- d. City Council may accept written comments on certain agenda items at its discretion. In addition, the City Council may direct these comments be placed on the City's website from time to time at its discretion. City Council may limit the number of characters, letters, or words permitted for each individual comment. To be accepted, written comments shall not contain any graphics, images, or videos.

4. Special Meetings – The Mayor, Mayor Pro-Tem or any two of the Councilmembers in the absence of the Mayor and Mayor Pro-Tem, or in the event of their refusal after a request is made, may call special meetings of the Council at any time deemed advisable. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917).

5. Minuted Action – Minuted action may only be used in instances wherein formal written action of the Council is not required, including appointments of City boards and ceremonial actions.

6. Work Session – Work Sessions, if necessary, shall be included on the City Council agenda, and shall begin at 10:30AM, or at such other time as may be selected by the Mayor.

7. Executive Session – City Council shall meet in closed Executive Session only when necessary to discuss permissible topics under the Texas Open Meetings Act. The City Attorney may be consulted to determine the suitability of topics eligible for discussion. Executive Session shall be scheduled to begin upon conclusion of the preceding Work Session, or at such time as may be selected by the Mayor.

8. Ceremonial Recognitions – At an appropriate time quarterly, City Council shall perform all honorary, congratulatory, or other ceremonial recognitions separately from the regular business meetings of the City Council.

B. Conduct:

1. Quorum – Any four members of the City Council shall constitute a quorum and the affirmative vote of any four members of the Council shall be sufficient and necessary to adopt or repeal any ordinance or resolution. Lubbock, Tex. Charter ch. 1, art IX, sec. 15 (1988).

2. Presiding Officer – The Mayor of the City shall be the presiding officer of the Council, and in the event of the absence of or disqualification of Mayor, the Mayor Pro-Tempore shall preside. In the event of the absence of or disqualification of the Mayor or Mayor Pro-Tempore the position of Mayor pro tempore shall be occupied by the Councilmember having the most seniority in service on the City Council. Lubbock, Tex. Charter ch. 1, art. IX, sec. 11 (1917).

3. Rules of Order – Robert's Rules of Order, Revised, shall govern the proceedings of the Council in all cases, unless they are in conflict with these rules.

4. Right to Floor – Any Councilmember or other person appearing before the Council desiring to speak shall be recognized by the presiding officer, and shall confine his or her remarks to the subject under consideration or to be considered. Any person who wishes to address the Council must have the unanimous consent of the Council. This rule does not apply to anyone appearing at a public hearing in response to an official notice or the Citizens Comment period.

5. Agenda – The order of business of each meeting shall be contained in the agenda prepared by the City Manager. The City Manager shall provide the Council with an analysis of items to be acted upon by the Council at its regular meetings. This analysis may be made to the Council orally or in writing.

a. Placing an Item on Agenda

Councilmember – Any two members of the Council may, before the agenda deadline, place an item on the agenda by providing written direction to the City Manager. The City Manager shall provide staff research support when requested to do so in writing.

b. Removing Item from Consent Agenda

If a councilmember wishes to remove an item from the consent agenda for purposes of discussion, conflicts of interest, recusals or any other reason, the councilmember shall make such a removal no later than twenty-four (24) hours prior to the time of the start of the public portion of the regular meeting. The council member shall notify the City Manager which items

on the consent agenda are to be removed, the reasons for such removal, and if the councilmember wishes to hold a discussion regarding the item.

c. Planning and Zoning Commission Zone Cases.

When preparing the City Council agenda, the City Manager shall organize and place Planning and Zoning Commission zone case ordinances by Council districts, in numerical order of the district, and denoted accordingly. Planning and Zoning Commission zone case ordinances having passed first reading by a unanimous vote of the City Council shall be placed on the Consent Agenda for consideration on second reading, subject to Rule II(B)(5)(b) above.

6. Electronic Devices – Members of the City Council shall not use any electronic devices for the purpose of communicating on matters of City business with any person, including other Council members, during a City Council meeting, unless such device is used in conjunction with such meeting in accordance with the requirements set forth in the Texas Open Meetings Act. The use of electronic devices by members of the City Council on matters not related to City business should be done in a manner that does not disrupt the meeting.

7. Inaudible Conversations – City Council members shall refrain from participating in any conversations related to matters of City business with other Council members that are inaudible to the public during any Council meeting or work session.

C. Attendance

1. Mayor and Councilmembers – The Mayor and any Councilmember shall forfeit, not exceeding \$10.00 per meeting of his salary, if absent from any regular meeting of the Council, unless such absence from the meeting is unavoidably necessitated in the services of such officer on business of the City away from the City at the time the meeting is held. Lubbock, Tex., Charter ch. 1, art. IX, sec. 14 (1917).

2. City Manager – The City Manager shall attend all meetings of the Council with the right to take part in the discussion, but having no vote. Lubbock, Tex., Charter ch. 1, art. X, sec. 4 (1917).

3. City Attorney – The City Attorney or Acting City Attorney shall attend all meetings of the City Council unless excused and shall, upon request, render written or oral opinion on questions of law. The City Attorney shall act as the City Council's parliamentarian. The City Attorney is authorized to engage and retain outside counsel in the defense or prosecution of any case in which the City is a party, or in any administrative matter or transactional issue in which the City is involved, where attorney's fees do not exceed \$50,000.

The City Attorney is also authorized to incur litigation expenses for the City, including the retention of experts, or incur any other fees or costs deemed necessary to defend or prosecute any lawsuit brought against it or in which it has brought suit.

4. City Secretary – The City Secretary shall attend all meetings of the City Council, unless excused, and shall keep an account of all proceedings of the City Council to be entered in a well-bound book or permanent file.

III. GENERAL INFORMATION CONCERNING ORDINANCES, RESOLUTIONS, AND MOTIONS:

A. Passage of Ordinances, Resolutions, or Motions – Approval of every ordinance, resolution, or motion shall require the affirmative vote of a majority of all members of the City Council, except as specified hereinafter when the Charter and certain State statutes impose other voting requirements on various questions. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

B. Recording of Votes – The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the minutes of the City Council. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

C. City Attorney to Approve – All ordinances and resolutions shall be approved as to form and legality by the City Attorney.

D. City Secretary to Calendar Deadlines – The City Secretary shall calculate and calendar any and all deadlines adopted by City Council, including, but not limited to appointee evaluations, ad hoc committee reports, and consideration of future legislation. The City Secretary shall place such items on the Council agenda for appropriate consideration in accordance with the deadlines. In addition, the City Secretary shall alert City Council members, City Manager, and City Attorney to upcoming deadlines two (2) weeks prior to the meeting at which such items shall be considered.

IV. CITY COUNCIL CODE OF ETHICS:

Each member of the City Council has a duty to:

A. Respect and adhere to the American ideals of government, the rule of law, the principles of public administration and high ethical conduct in the performance of public duties.

B. Represent and work for the common good of the City and not for any private interest.

C. Refrain from accepting gifts or favors or promises of future benefits, which might compromise or tend to impair independence of judgment or action.

D. Provide fair and equal treatment for all persons and matters coming before the Council.

E. Learn and study the background and purposes of important items of business before voting.

F. Faithfully perform all duties of office.

G. Refrain from disclosing any information received confidentially concerning the business of the City, or received during any closed session of the Council held pursuant to state law.

H. Decline any employment incompatible with public duty.

I. Disclose all sources of income which may represent a substantial conflict of interest with the duties as a Councilmember and to disclose the nature and extent of the interest as an officer, agent, member, or owner of any business entity or other association which is subject to regulation by the City and such disclosure shall be made to the proper authority established for that purpose.

J. Refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the Council, staff or public, or other personal comments not germane to the issues before the Council.

K. Listen courteously and attentively to all public discussions at Council meetings and avoid interrupting other speakers, including other Council members, except as may be permitted by established Rules of Order

L. Faithfully attend all sessions of the Council unless unable to do so because of disability or some other compelling reason.

M. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation, and by being willing to censure any member who willfully violates the rules of conduct contained in this Code of Ethics.

V. CITY COUNCIL RELATIONSHIP TO STAFF:

In accordance with Article X, Section 6 of the City Charter, the governing body shall hold the City Manager responsible for the proper administration of all affairs of the City. The City Manager or his designated representative is responsible for the appointment and removal from office of all City employees unless the City Charter specifically assigns this responsibility to the governing body.

The City Manager is the Chief Executive Officer of the City. The City Council charges the City Manager with carrying out its policies and directives. The City Manager is responsible for implementing City Council policies by planning, organizing and directing the activities of the City staff. The City Charter of the City of Lubbock stipulates that the members of the governing body shall defer to the City Manager the responsibility of directing the activities of the City staff. However, the City Charter allows the members of the governing body to make inquiries about the City's policies and procedures with City staff. The members of the governing body should address all other questions and requests through the City Manager or his designated representative.

Appointees reporting directly to the City Council shall be subject to an annual performance evaluation to be scheduled between July 1 and August 31, the form and substance of such evaluation shall be determined at the sole discretion of the City Council.

VI. AMENDMENTS:

Any amendment to these rules that are adopted by Council shall be incorporated into these rules and such amendments thereto shall be included in reprints of these rules. Any repeal of any portion of these rules shall also be excluded from the rules by omission from reprints of these rules.

Exhibit "A"

PUBLIC COMMENT SIGN-UP FORM

Regular Meeting Date: _____

****Please PRINT all information****

Name: _____ Phone (optional): _____

Address (optional): _____

E-mail (optional): _____ Comments: _____ WRITTEN _____ ORAL

Comments will be presented for AGENDA ITEM # _____

FOR WRITTEN COMMENTS, PLEASE USE SPACE PROVIDED BELOW:

(COMMENTS CONTINUED ON ATTACHED PAGES IF NEEDED)

FOR ORAL COMMENTS:

1. YOU MUST SIGN UP PRIOR TO THE SCHEDULED MEETING;
2. YOU WILL HAVE ONE OPPORTUNITY TO SPEAK; and
3. YOU MUST OBSERVE THE 3-MINUTE TIME LIMIT. (Time cannot be transferred to another speaker.)

Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff, or placed on a future agenda for Council consideration. See reverse side for additional rules.

RULES FOR PUBLIC COMMENTS AT CITY COUNCIL MEETINGS

Public Comments/Regular and Consent Agendas: The City Council welcomes written and oral comments from the public at regular meetings. Individuals wishing to speak on matters posted on the regular or consent agendas must complete and submit a form to the City Council meeting attendant prior to the deadline set forth in the published agenda. Speakers will have one opportunity to speak during the allotted time period, and they must observe the three-minute time limit. Time cannot be transferred. When a speaker yields the floor, he/she waives any remaining time, but that remaining time does not get added to another speaker's time.

Written Comments / Handouts: Individuals may use the comment sheets provided at the City Council meeting prior to the deadline, which will be copied and distributed to the Council Members. An individual who wishes to submit other written material should submit 10 copies to the City Council meeting attendant for distribution to Council Members and senior staff.

Rules for Speakers:

1. Members of the public may address the City Council at the following times during a meeting:
 - During a public hearing on an agenda item.
 - During the Citizens Comment portion of the agenda.
 - During Work Session, Consent, or Regular Agenda items with the permission of the presiding officer.
2. Speakers must state their name and address for the record.
3. Speakers must address all comments and questions to the presiding officer.
4. Speakers must limit their comments to three minutes.
5. Speakers may not employ tactics of defamation, intimidation, personal affronts, profanity, or threats of violence.

CITY OF LUBBOCK
CITY COUNCIL RULES
(as amended, ~~June 14~~ August 1, 2022)

I. AUTHORITY:

The Charter of the City of Lubbock provides that the Council shall determine its own rules and order of business. Lubbock, Tex., Charter ch. 1, art. IX, sec. 13 (1917). By virtue thereof, and when not in conflict with the Charter of the City of Lubbock and the Constitution and laws of the State of Texas, the following set of rules shall be in effect upon adoption by the City Council and until such time as they are amended or new rules adopted in the manner hereinafter provided and shall prevail to govern the business of the City Council of the City of Lubbock.

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II. MEETINGS:

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1. Regular Council Business Meeting – Except as provided herein, ~~T~~he City Council shall meet twice each month in the City Council Chambers, Municipal Building, on the second and fourth Tuesday, beginning at ~~4:30PM~~2:00PM, or on such other day, or at such other time or place as shall be selected by the Mayor; ~~provided, however, that for such meetings, any citizen comments to, and public hearings held by, the City Council shall not be scheduled to begin before 5:00PM.~~ City Council business meetings shall be held in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

2. Invocation – It is the policy of the City Council to allow for, but not mandate, an invocation or prayer to be offered before its meetings for the benefit of the City Council in order to solemnize the proceedings. The invocation shall be offered by one person only.

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2. City Manager – The City Manager shall attend all meetings of the Council with the right to take part in the discussion, but having no vote. Lubbock, Tex., Charter ch. 1, art. X, sec. 4 (1917).

3. City Attorney – The City Attorney or Acting City Attorney shall attend all meetings of the City Council unless excused and shall, upon request, render written or oral opinion on questions of law. The City Attorney shall act as the City Council's parliamentarian. The City Attorney is authorized to engage and retain outside counsel in the defense or prosecution of any case in which the City is a party, or in any administrative matter or transactional issue in which the City is involved, where attorney's fees do not exceed \$50,000.

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B. Recording of Votes – The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the minutes of the City Council. Lubbock, Tex., Charter ch. 1, art. IX, sec. 15 (1917).

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D. City Secretary to Calendar Deadlines – The City Secretary shall calculate and calendar any and all deadlines adopted by City Council, including, but not limited to appointee evaluations, ad hoc committee reports, and consideration of future legislation. The City Secretary shall place such items on the Council agenda for appropriate consideration in accordance with the deadlines. In addition, the City Secretary shall alert City Council members, City Manager, and City Attorney to upcoming deadlines two (2) weeks prior to the meeting at which such items shall be considered.

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B. Represent and work for the common good of the City and not for any private interest.

C. Refrain from accepting gifts or favors or promises of future benefits, which might compromise or tend to impair independence of judgment or action.

D. Provide fair and equal treatment for all persons and matters coming before the Council.

E. Learn and study the background and purposes of important items of business before voting.

F. Faithfully perform all duties of office.

G. Refrain from disclosing any information received confidentially concerning the business of the City, or received during any closed session of the Council held pursuant to state law.

H. Decline any employment incompatible with public duty.

I. Disclose all sources of income which may represent a substantial conflict of interest with the duties as a Councilmember and to disclose the nature and extent of the interest as an officer, agent, member, or owner of any business entity or other association which is subject to regulation by the City and such disclosure shall be made to the proper authority established for that purpose.

J. Refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the Council, staff or public, or other personal comments not germane to the issues before the Council.

K. Listen courteously and attentively to all public discussions at Council meetings and avoid interrupting other speakers, including other Council members, except as may be permitted by established Rules of Order

L. Faithfully attend all sessions of the Council unless unable to do so because of disability or some other compelling reason.

M. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation, and by being willing to censure any member who willfully violates the rules of conduct contained in this Code of Ethics.

V. CITY COUNCIL RELATIONSHIP TO STAFF:

In accordance with Article X, Section 6 of the City Charter, the governing body shall hold the City Manager responsible for the proper administration of all affairs of the City. The City Manager or his designated representative is responsible for the appointment and removal from office of all City employees unless the City Charter specifically assigns this responsibility to the governing body.

The City Manager is the Chief Executive Officer of the City. The City Council charges the City Manager with carrying out its policies and directives. The City Manager is responsible for implementing City Council policies by planning, organizing and directing the activities of the City staff. The City Charter of the City of Lubbock stipulates that the members of the governing body shall defer to the City Manager the responsibility of directing the activities of the City staff. However, the City Charter allows the members of the governing body to make inquiries about the City's policies and procedures with City staff. The members of the governing body should address all other questions and requests through the City Manager or his designated representative.

Appointees reporting directly to the City Council shall be subject to an annual performance evaluation to be scheduled between July 1 and August 31, the form and substance of such evaluation shall be determined at the sole discretion of the City Council.

VI. AMENDMENTS:

Any amendment to these rules that are adopted by Council shall be incorporated into these rules and such amendments thereto shall be included in reprints of these rules. Any repeal of any portion of these rules shall also be excluded from the rules by omission from reprints of these rules.

Exhibit "A"

PUBLIC COMMENT SIGN-UP FORM

Regular Meeting Date: _____

****Please PRINT all information****

Name: _____ Phone (optional): _____

Address (optional): _____

E-mail (optional): _____ Comments: _____ WRITTEN _____ ORAL

Comments will be presented for AGENDA ITEM # _____

FOR WRITTEN COMMENTS, PLEASE USE SPACE PROVIDED BELOW:

(COMMENTS CONTINUED ON ATTACHED PAGES IF NEEDED)

FOR ORAL COMMENTS:

1. YOU MUST SIGN UP PRIOR TO THE SCHEDULED MEETING;
2. YOU WILL HAVE ONE OPPORTUNITY TO SPEAK; and
3. YOU MUST OBSERVE THE 3-MINUTE TIME LIMIT. (Time cannot be transferred to another speaker.)

Inquiries from speakers about matters not listed on the agenda will either be directed to the Staff, or placed on a future agenda for Council consideration. **See reverse side for additional rules.**

RULES FOR PUBLIC COMMENTS AT CITY COUNCIL MEETINGS

Public Comments/Regular and Consent Agendas: The City Council welcomes written and oral comments from the public at regular meetings. Individuals wishing to speak on matters posted on the regular or consent agendas must complete and submit a form to the City Council meeting attendant prior to the deadline set forth in the published agenda. Speakers will have one opportunity to speak during the allotted time period, and they must observe the three-minute time limit. Time cannot be transferred. When a speaker yields the floor, he/she waives any remaining time, but that remaining time does not get added to another speaker's time.

Written Comments / Handouts: Individuals may use the comment sheets provided at the City Council meeting prior to the deadline, which will be copied and distributed to the Council Members. An individual who wishes to submit other written material should submit 10 copies to the City Council meeting attendant for distribution to Council Members and senior staff.

Rules for Speakers:

1. Members of the public may address the City Council at the following times during a meeting:
 - During a public hearing on an agenda item.
 - During the Citizens Comment portion of the agenda.
 - During Work Session, Consent, or Regular Agenda items with the permission of the presiding officer.
2. Speakers must state their name and address for the record.
3. Speakers must address all comments and questions to the presiding officer.
4. Speakers must limit their comments to three minutes.
5. Speakers may not employ tactics of defamation, intimidation, personal affronts, profanity, or threats of violence.

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding, on behalf of the City of Lubbock, with Palisade Pipeline, LLC, for lease of property and purchase of reclaimed water from the City's Southeast Water Reclamation Plant.

Item Summary

Palisade Pipeline, LLC, desires to purchase reclaimed water produced by the City's Southeast Water Reclamation Plant. The purpose of the attached Memorandum of Understanding (MOU) is 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 and the lease of real property. The term of the MOU is for a period of 12 months. This time period, called the exclusivity period, will allow Palisade to conduct its due diligence and negotiate the terms of the Reclaimed Water Use Agreement (Agreement) with the City. Palisade will pay to the City \$120,000 for the 12-month exclusivity period.

In addition to establishing the term for the exclusivity period, the MOU sets forth the general terms and intent of the Agreement negotiations to date. Both Palisade and the City agree to further negotiate in good faith toward a final agreement. Staff recommends approval of this Memorandum of Understanding with Palisade Pipeline, LLC.

A copy of the MOU is available for review in the City Secretary's Office.

Fiscal Impact

Revenue of \$120,000 per year to the Water/Wastewater Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

Memorandum of Understanding

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding by and between the City of Lubbock and the Palisade Pipeline, LLC for the purpose of memorializing certain preliminary terms and preconditions associated with the potential purchase of reclaimed water produced by the Southeast Water Reclamation Plant, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TRAY PAYNE, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made on this ____ day of _____, 2022, by and between the City of Lubbock, Texas ("City") and Palisade Pipeline, LLC of Houston, Texas, a Texas limited liability company ("Palisade"), (individually, each a "Party" and collectively, the "Parties") for the purpose of memorializing certain preliminary terms and preconditions associated with the potential purchase by Palisade of reclaimed water produced by City's Southeast Water Reclamation Plant ("Reclaimed Water").

1. TERM

Unless earlier terminated pursuant to the terms hereof, this MOU shall expire upon the earlier to occur of: 1) twelve months after its execution; or 2) upon the execution by the Parties of a subsequent agreement (the "Reclaimed Water Use Agreement" or "Agreement") for the purchase of Reclaimed Water (the "Term").

2. NATURE OF MOU

Except as specifically set forth herein, this MOU is non-binding, and shall not constitute an enforceable agreement between the Parties. The purpose of the MOU is only to set forth certain expectations of discussion and negotiation between the Parties of an Agreement on mutually agreeable terms, if said Agreement may be reached.

3. TERMS AND CONDITIONS OF MOU

- a. Exclusivity Period. In consideration of the time, effort and expense anticipated to be incurred by Palisade in connection with its due diligence in advance of the contemplated Agreement, the Parties agree that for a period of twelve (12) months from the date of this MOU (the "Exclusivity Period"), City, its administrators, officials, council members, officers, directors, employees, agents, and representatives, shall not directly or indirectly solicit, initiate, or participate in discussions or negotiations, or enter into any agreement with any person, company or entity, other than Palisade, concerning any transaction related to the Reclaimed Water, or otherwise similar to that described in this MOU or the essential terms of an Agreement as set forth below, or any unrelated transaction that would in any way reduce the amount of Reclaimed Water to be allocated to Palisade pursuant to the Agreement; provided, however, that nothing herein shall preclude or prohibit City from undertaking obligations it has attendant to existing agreements concerning Reclaimed Water.
- b. Exclusivity Payment. As additional consideration for the restrictions placed on the Reclaimed Water during the Exclusivity Period described above, Palisade and City agree that ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) will be paid by Palisade to the City in twelve (12) equal payments of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), with the first payment due within seven (7) days of the full

execution of this MOU, and each succeeding monthly payment due one month thereafter until all twelve payments have been made.

- c. Cooperation. During the Exclusivity Period, both Palisade and City agree to use commercially reasonable efforts and work in good faith with each other to negotiate the Agreement. Such efforts shall include but not be limited to the following:
 - i. Providing reasonable access to City real property and other records concerning the Southeast Water Reclamation Plant and the Lubbock Land Application Site;
 - ii. Providing requested information and reasonable access to City records as needed by Palisade in performing its due diligence;
 - iii. Providing requested information and reasonable access to City records as needed by Palisade in completing its feasibility studies; and
 - iv. Providing requested information and necessary consents to Palisade, as Palisade seeks applicable approvals from the Texas Commission on Environmental Quality (TCEQ) necessary for the required 210 Authorizations, Agreement and/or pipeline projects necessary for delivery of Reclaimed Water from City.
- d. Interim Period and Payment. Upon the expiration of the Exclusivity Period, and prior to the commencement of Palisade's taking Reclaimed Water under the terms of the Agreement, Palisade and City agree that the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) per twelve (12) month period shall be paid by Palisade to the City in equal quarterly installments of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$62,500.00), with the first payment due within seven (7) days of the expiration of the Exclusivity Period, and each succeeding quarterly payment due three months thereafter, until payment commences by Palisade pursuant to Section 4(e) hereof.
- e. Authority. The individuals signing this MOU each represent that he or she is authorized to execute and deliver it on behalf of the entity whose name appears below his or her signature.
- f. Allocation of Costs. Each Party will bear its own costs associated with this MOU.
- g. Force Majeure: Neither Party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- h. Non-Appropriation: All funds for payment by the City under this MOU are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the obligations under the MOU, the City will terminate the MOU, without termination penalty or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the obligations covered by this MOU is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this MOU, cancellation shall be accepted by Palisade on thirty (30) days prior written notice, but

failure to give such notice shall be of no effect and the City shall not be obligated under this MOU beyond the date of termination.

4. TERMS AND CONDITIONS OF THE AGREEMENT

Although the Parties acknowledge and agree that the provisions set forth below are merely aspirational, they nonetheless represent a present intent of the Parties to negotiate in good faith toward a written Agreement with terms consistent therewith.

- a. Volume. Palisade shall have the right to purchase up to six (6) million gallons per day ("MGD") of Reclaimed Water from City, and City shall deliver up to six (6) MGD of purchased Reclaimed Water to Palisade; provided, however, that Reclaimed Water volume may be less than six (6) MGD for no more than aggregated total of fifteen percent (15%) of the days during the year. Palisade will have preferred right to purchase additional Reclaimed Water volumes, if any, produced and made available for sale by City during the term of the Agreement.

Palisade agrees that the City is under no obligation to provide Reclaimed Water when, in the opinion of the City and in the interest of operating its reclamation plant, there is insufficient Reclaimed Water available for supply, or when doing so may violate any federal or state statute, regulation, contract, or permit. Palisade agrees that the quantity of Reclaimed Water available for delivery and use by Palisade shall be solely dependent on the actual operations and production of the City's reclamation plant. The City shall endeavor to deliver the quantity of Reclaimed Water necessary to meet Palisade's needs as contemplated by this Agreement subject to the normal operation and production of the City's reclamation plant.

- b. Exclusivity. Palisade's right to purchase the Reclaimed Water from City shall be exclusive.
- c. Water Quality. In compliance with applicable state and federal law, City shall maintain consistent minimum quality standards for Reclaimed Water delivered to Palisade from the City's storage reservoir throughout the duration of the Agreement. City shall not be responsible for, or liable to any party in connection with, any use or application of Reclaimed Water beyond the point of delivery. Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for purposes authorized in Palisade's 210 Authorization. Palisade has satisfied itself that such Reclaimed Water will be suitable for its use. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT RELATIVE TO THE QUALITY OF THE RECLAIMED WATER OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- d. Use of Effluent. Palisade agrees to follow all applicable Texas Commission on Environmental Quality (TCEQ) and Railroad Commission regulations and procedures required of it as a Reclaimed Water Provider including, but not limited to, all 30 Tex. Admin. Code Chapter 210 regulations as the same may be revised or amended.

- e. Pricing & Volume.
 - i. Pricing for Reclaimed Water.
 - 1. Minimum Payment (i.e., take or pay) for first 2 MGD ("Base Amount"): \$3.30 per 1,000 gallons.
 - 2. Unit pricing in excess of 2 MGD: \$3.00 per 1,000 gallons.
 - ii. Volume. As noted above, the Base Amount shall be take or pay, and all other volumes shall be on an as needed basis.
 - iii. Volume Adjustment. If, in the fourth year of the Agreement, Palisade is not taking a daily average delivery of three (3) MGD Reclaimed Water, the guaranteed daily volume of Reclaimed Water shall be reduced to a volume equal to the average daily volume of Reclaimed Water purchased by Palisade during the most recent twelve (12) month period. However, this provision shall not apply in the event that the Minimum Payment as specified in (i)(1) of this section is adjusted to 3 MGD.
- f. Pricing Adjustment. Pricing above shall be adjusted each five (5) year anniversary of the effective date of the Agreement based upon the greater of: (i) the Consumer Price Index for All Urban Consumers (CPI-u); or (ii) the City's increase in operating costs for effluent treatment associated with the Southeast Reclamation Plant, if any, proportionate to the quantity of effluent obligated to Palisade.
- g. Billing Period. City will invoice Palisade monthly for Reclaimed Water under the applicable payment structure.
- h. Delivery Point.
 - i. The custody transfer point of the Reclaimed Water (the "Delivery Point") and lift station will be located at the Lubbock Land Application Site storage reservoir, to be more specifically identified in the Agreement.
 - ii. Palisade will provide all infrastructure from and after the Delivery Point, including the lift station and/or pumping facilities, which shall be located on land leased from City under separate instrument. The lease rate for such leased land shall be the prevailing market rate for unimproved land in the vicinity of the lease. Flow rates at the Delivery Point will be identified by two separate water flow meters on each side of the Delivery Point.
 - iii. Palisade will be solely responsible for obtaining all easements and leases required to install any water towers, pumps, components, and pipelines on the real property required for any related pipeline project.
 - iv. City and Palisade shall enter into a separate joint use agreement related to the use of the storage reservoir. City shall grant Palisade an access easement, electric utility easement, and pipeline easement from the Delivery Point on City owned real property to the West or South of the storage reservoir at Palisade's sole election. The easement acquisition rates shall be a commercially reasonable value to be set in the Agreement.
 - v. City shall not guarantee Reclaimed Water flow pressure.

- i. Conditions. The Agreement will be expressly conditioned upon the following:
 - i. Approval by any required state or federal regulatory authority, including but not limited to an amendment to the City's Chapter 210 Authorization, which includes TCEQ approval of use of Reclaimed Water, as well as Texas Pollutant Discharge Elimination System permit requirements. City will submit the necessary applications to the TCEQ required to effectuate the purposes of the Agreement. Palisade may sell Reclaimed Water from the City to any agency, individual, corporation, or other party only if Palisade first obtains a 210 Authorization from TCEQ for that resale as a "Provider" in accordance with 30 Tex. Admin. Code Chapter 210. Palisade shall be responsible for all reasonable costs associated with the acquisition the required Chapter 210 Authorizations, as well as any permit modifications or amendments required to implement the use of the purchased Reclaimed Water with full regulatory TCEQ approval.
 - ii. Final approval by the Lubbock City Council.
- j. Force Majeure. If at any time during the term of this Agreement the City is unable to deliver Reclaimed Water under the terms of this Agreement due to circumstances beyond the City's control and without its fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then the City shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, then the City shall not be liable for the breach of this Agreement. The City shall use reasonable and good faith efforts to correct any impediment preventing delivery of Reclaimed Water and give Palisade advance notice when possible and to the extent it is reasonable, give such notice of any inability to deliver the water needed so that Palisade may seek alternative sources.
- k. Repairs and Maintenance. The City may temporarily suspend delivery of Reclaimed Water to Palisade for the purpose of performing maintenance and repairs to the Reclaimed Water Facilities or other parts or components of the City's wastewater system, including the reclamation plant. The City shall commit necessary resources and use best efforts to expediently complete such maintenance and repairs and provide Palisade with verbal notice prior to suspension of such service and an estimate of when service shall be reestablished.
- l. Regulatory Action. The City may temporarily suspend delivery of Reclaimed Water to Palisade pursuant to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water. The City shall commit necessary resources and use best efforts to take corrective action necessary to rectify all matters causing such temporary suspension of deliver and provide Palisade with verbal notice prior to suspension of such service and an estimate of when service shall be re-established.

- m. Diligence. Palisade will be solely responsible for completing any and all due diligence that it deems necessary, and for all costs associated with pipeline projects required for delivery of Reclaimed Water from the City pursuant to the Agreement.
- n. Term. The term of the Agreement shall be twenty-three (23) years, with any extensions based upon terms to be mutually agreed to by the Parties.
 - i. At any time after June 11, 2043, City shall have the option of terminating the Agreement, without penalty, provided it gives Palisade ninety (90) days advance notice of its intent to do so, and on such effective date of termination, tenders to Palisade an amount equal to the depreciated value of the pipeline constructed by Palisade for the transportation and delivery of Reclaimed Water based upon a 25-year asset life, where the base depreciable value equals the original, direct construction cost of the pipeline infrastructure from the point of connection with the City system to the point of delivery to Palisade's customer.
 - ii. The Agreement shall automatically terminate if Palisade does not either pay or take Reclaimed Water pursuant to Section 4(e) within thirty-six (36) months of the execution of this MOU.
 - iii. In the event City must secure additional water sources to satisfy the City of Lubbock Drought and Emergency Contingency Plan, City reserves the right to suspend the Agreement, without penalty, until such time performance under the Agreement may be resumed by City consistent with said Plan. A suspension under this section shall not constitute a material breach of the Agreement.
 - iv. City shall have the right to suspend the Agreement, without penalty, if City's performance under the Agreement shall cause City an inability to satisfy, or other violation of any water supply agreement to which the City is presently a party, or the City's related permits with the State of Texas.
- o. Indemnification/Hold-Harmless. PALISADE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD-HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, LIABILITY, OR DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, INCLUDING ALL LITIGATION, COSTS, EXPENSES, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY THE ACTS OF PALISADE OR PALISADE'S AGENTS OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, PALISADE'S USE OF RECLAIMED WATER, AND PALISADE'S OPERATION OF THE FACILITIES ASSOCIATED WITH ITS MANAGEMENT, STORAGE, DISTRIBUTION, OR USE OF RECLAIMED WATER.
- p. No Vested Right to Reclaimed Water. Palisade hereby expressly acknowledges that Palisade shall have no right or entitlement to any Reclaimed Water following the expiration of the term of this Agreement, and that any rights Palisade may have to Reclaimed Water during the effectiveness of this Agreement derives solely and exclusively from the provisions set forth herein, and not by any other legal or equitable source.

- q. Insurance. Palisade will carry liability insurance, in amounts acceptable to the City, naming the City of Lubbock as an additional insured, and any such policy shall include a waiver of subrogation in favor of the City of Lubbock, and must be provided on a separate endorsement.

Standard General Liability
\$1,000,000 per occurrence
\$2,000,000 aggregate

Pollution Liability to Include Gradual
\$1,000,000 per occurrence
\$2,000,000 aggregate

With an umbrella of
No less than \$1,000,000

Auto Liability
\$1,000,000 per occurrence

Workers Compensation
Statutory \$500,000

- r. Governing Law/Venue/Jurisdiction. The Agreement will be governed by the laws of the State of Texas. The sole and exclusive venue for any action, controversy, dispute, or claim arising under the Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas.
- s. Assignability. The Agreement shall not be assignable without the advance, written consent of City.

5. INDEMNITY/HOLD-HARMLESS

To the extent permitted by law, Palisade agrees to protect, defend, indemnify, and hold-harmless the City from and against any damages, whether direct, indirect, or consequential, all liability, or claims made against the City as a result from, or otherwise in connection with, this MOU.

6. NO LIABILITY

Except as expressly provided herein, no liability will arise or be assumed by any Party hereto as a result of this MOU. All Parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame.

7. NO JOINT ENTERPRISE

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

8. GOVERNING LAW

This Agreement will be governed by the laws of the State of Texas. The sole and exclusive venue for any action, controversy, dispute, or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas.

9. BINDING PROVISIONS

Upon the execution of this MOU, provisions found in Section 3(a)-(h) will constitute the only legally binding and enforceable agreements of Palisade and the City.

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CITY OF LUBBOCK

PALISADE PIPELINE, LLC

TRAY PAYNE, MAYOR

Phillip J. Laughlin, President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 696-A, a request of Stantec Consulting Services for Devon Self-Storage, for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, 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 696-A
Staff Report 696-A
Documentation 696-A

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. 696-A; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR A SELF-STORAGE FACILITY, AT 2010 AVENUE R, LOCATED SOUTH OF 20TH STREET AND WEST OF AVENUE R, SHERWOOD ADDITION, LOT 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 696-A

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** to **C-4 Specific Use** for a **self-storage facility** zoning district at **2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1, 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** 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 **2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Staff Report		Zone Case 696-A
City Council Meeting		June 28, 2022

Applicant Stantec Consulting Services

Property Owner Devon Self-Storage

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- February 7, 1921, Ordinance No. 197: This property was annexed into city limits.
- March 13, 1941, Original Zoning Ordinance No. 661: This property was zoned Single & Two-Family District (B).
- April 6, 1955, Ordinance No. 1695: This zoning on this property was converted from District (B) to Two-Family District (R-2).
- May 29, 1958, Zone Case 696, Ordinance No. 2486: This property was rezoned from R-2 to Commercial District (C-4).
- June 2, 2022, Zone Case 696-A: The Planning and Zoning Commission recommended approval for a Specific Use for a Storage Facility on property zoned Commercial District (C-4) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 1 (outside the notification boundary)

Site Conditions and History

This property was platted as Sherwood Addition, Lot 1 in 1959 and developed with a commercial building in 1960. The building is now vacant, but was formerly used by AT&T.

Adjacent Property Development

This property is surrounded by single-family residences and parking lots zoned R-2 to the east and south, a single-family residence and commercial print shop zoned C-4 to the north, and a self-storage facility zoned C-4, a single-family residence zoned Multi-Family District (R-3), and an apartment complex zoned High-Density Apartment District (A-2) to the west.

Zoning Request and Analysis

Item Summary

The subject property is located at 2010 Avenue R, south of 20th Street and west of Avenue R. The applicant is requesting a Specific Use for a Self-Storage Facility on property zoned C-4.

Current zoning: Commercial District (C-4)

Requested zoning: Specific Use for a Self-Storage Facility

Intent Statements

The intent of the current 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 District 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 property is located south of 20th Street and west of Avenue R, both of which are designated Local Streets by the Master Thoroughfare Plan, 2018. Local Streets are designed to provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts.

Compatibility with Surrounding Property

The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed Specific Use and will not require additional public improvements to support the intensity of the proposed use.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Photos
- F. Application and Supporting Documentation
- G. Notification Response

Staff Contacts

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Kristen Sager
Director of Planning
Planning Department
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ksager@mylubbock.us

Case Information: Zone Case 696-A



Allowable Uses: [Commercial District \(C-4\)](#)
[Specific Use District](#)

Transportation: The proposed development has points of access from 20th Street, Avenue S, 21st Street and Avenue R

Thoroughfare	Existing	Per Thoroughfare Development Plan
20 th Street <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Avenue S <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
21 st Street <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Avenue R <i>Local Street</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 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

5.1 District 1

Case 696-A: Stantec Consulting Services for Devon Self-Storage

Request for a Specific Use for a self-storage facility on property zoned Commercial District (C-4) at:

- 2010 Avenue R, located south of 20th Street and west of Avenue R, Sherwood Addition, Lot 1.

PLANNING DIRECTOR KRISTEN SAGER stated there were twenty-five (25) notifications sent out. There has been zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT PAUL HAMES 6080 Tennyson Parkway, Suite 200 Plano, Texas with Stantec Consulting Service, advised he is the engineer on the project and is available to answer any questions.

APPLICANT'S ARCHITECT MIKE OLSEN 2010 Avenue R, advised they intend to do a Class A conversion on the property for a climate controlled self-storage facility with no storage on the parking lot. He shared photos of other projects they have been involved in and stated he understands the requirement for a six-foot screening fence on the property line. He spoke with neighbors regarding the fence and they felt a wall should not be required. One neighbor who has lived there for six years, stated the other storage facility nearby has been broken into and causes litter in the area. A wall would give homeless people a place to hide behind. He told the neighbors there would be lighting and security on and around the facility. The property has been vacant for three years.

PLANNING DIRECTOR KRISTEN SAGER stated a screening wall is required adjacent to residential property. The property is unique because it has streets on all four sides. The applicant has the option to request a variance to waive the requirement through the Zoning Board of Adjustment.

BOARD MEMBER JAMES BELL asked if they have remodeled any multi-story buildings. Mr. Olsen answered they have done a three-story building in Michigan.

BOARD MEMBER RENEE CAGE asked about lighting. Mr. Olsen stated they intend to have lighting in the parking lot.

BOARD MEMBER SUSAN TOMLINSON asked if they are open to developing businesses other than self-storage. Mr. Olsen stated they only do self-storage.

OPPOSITION DR. TRAVIS NEEL 2220 33rd Street, Assistant Professor of Art at Texas Tech University, read a prepared letter. He is representing The Heart of Lubbock Neighborhood Association. There is already a self-storage facility in the neighborhood and the Association is trying to make the area more walkable. They are concerned about homeless people gathering, substandard housing, drug trade/use, and sex workers coming into the area. He pointed out there is a flooding issue in the area already, at the corner of 21st Street and Avenue S. They are already concerned about that corner becoming a health hazard to the nearby residents. The Association does not think that is a good project for the neighborhood.

OPPOSITION TOM ROHRIG 2430 29th Street stated he is the current Secretary of the Heart of Lubbock Neighborhood Association. They are in favor of retail businesses coming into the neighborhood.

CHAIR ZACH SAWYER stated there are several things that cannot be figured into the request. It is not going to cause more graffiti, flooding issues, and stormwater problems as those issues already exist. The self-storage building may help to clean up the area.

BOARD MEMBER JAMES BELL stated anything is better than a vacant building and acknowledged there will still be issues.

BOARD MEMBER SUSAN TOMLINSON stated she would love to see a grocery store come to that neighborhood but at this point, there has not been the interest to build on that property.

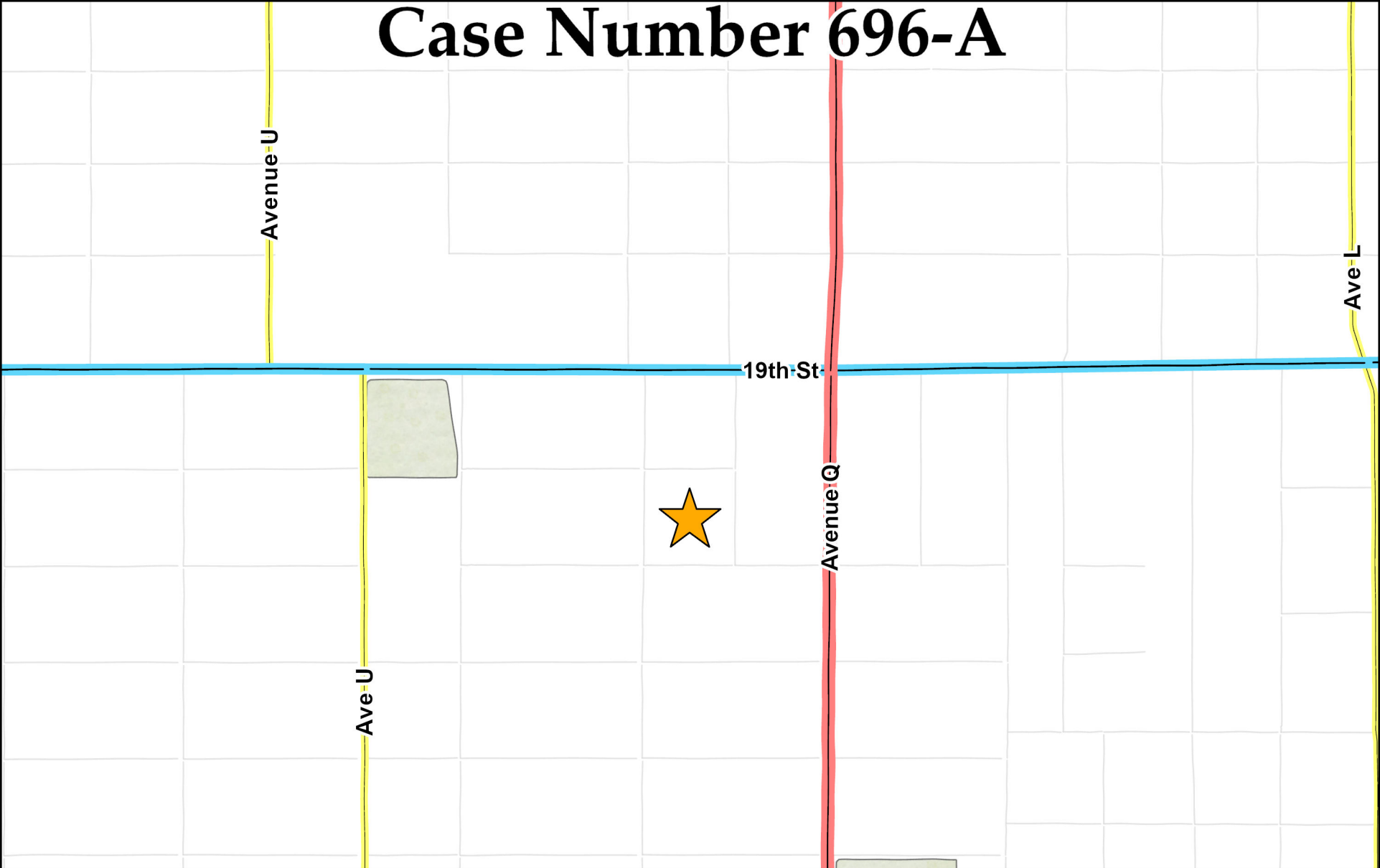
BOARD MEMBER RENEE CAGE stated some landscaping may help combat some of the issues that exist in the area.

No one spoke in favor of the request.

Zone Case 696-A

In the matter of **Zone Case 696-A** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 696-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

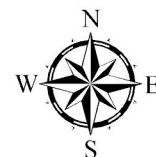
- Partial
- Future

Principal Arterial

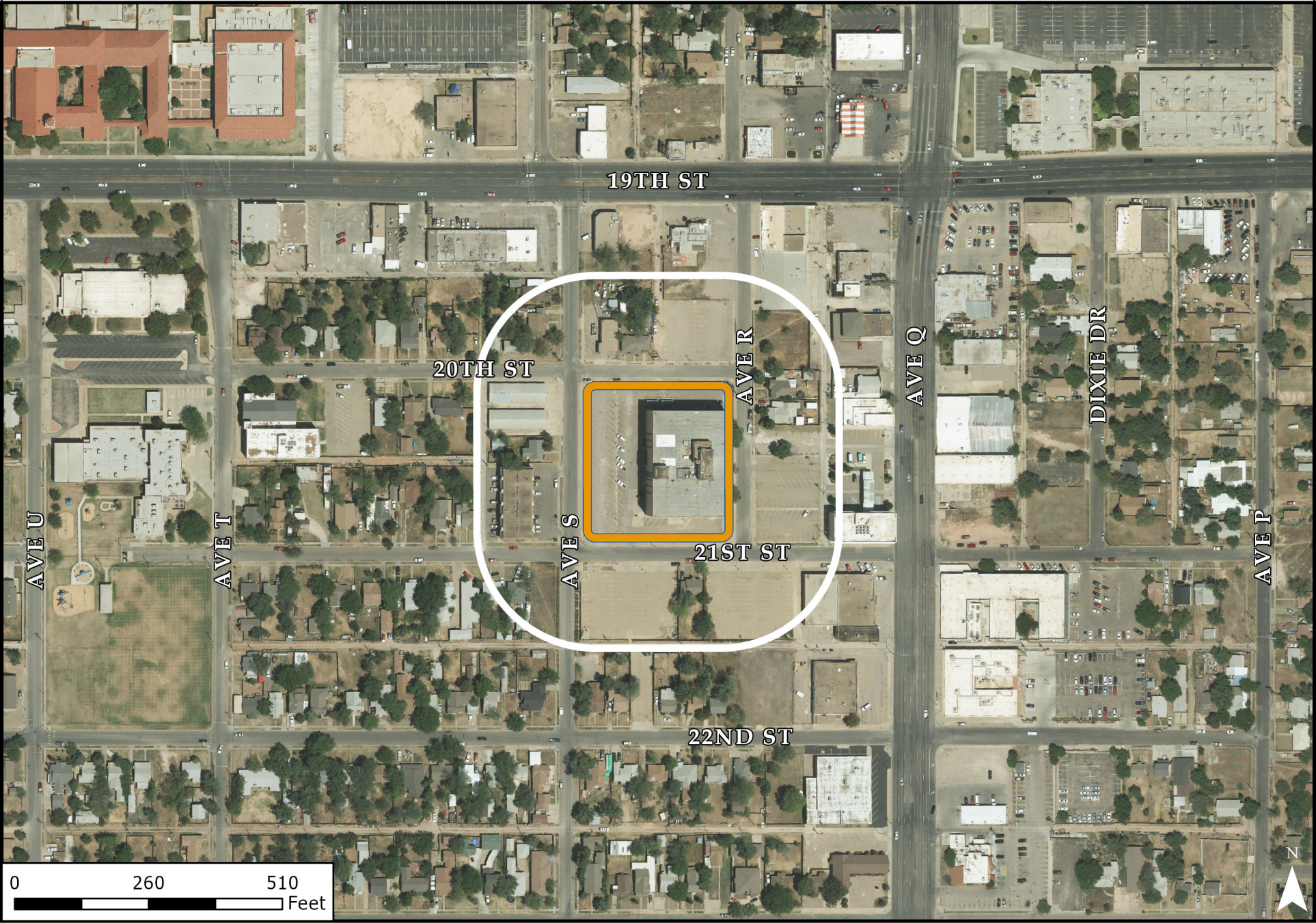
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



Case Number 696-A



19TH ST

20TH ST

21ST ST

22ND ST

AVE U

AVE T

AVE S

AVE R

AVE Q

DIXIE DR

AVE P

0 260 510 Feet



Current Zoning

696-A

Zoning Districts

- Family Apartment
- High Density Apartment
- Apartment-Medical
- Local Retail
- General Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Central Business District 3
- Central Business District 3 Specific Use
- Light Manufacturing
- Two Family
- Multi-Family



0 140 280 Feet



Date Exported: May 2022





East View—Subject Property.



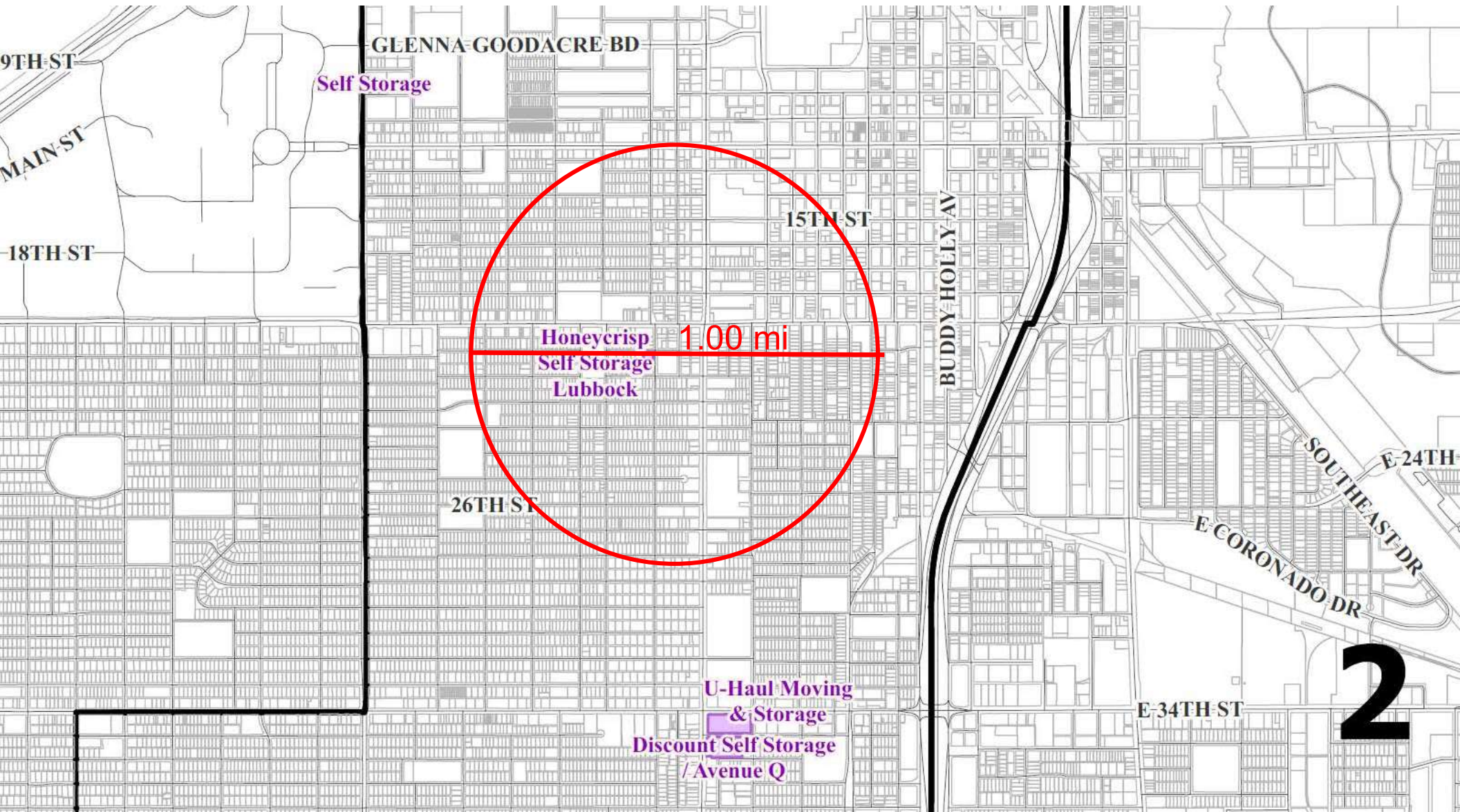
North View.



South View.



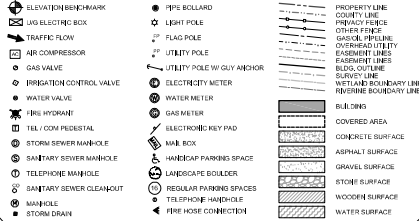
West View.





Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd, Suite E# 183
Akron, OH 44312
866.290.8121
www.amnational.net

Legend of Lines & Symbols



Surveyor's Notes

- ALL STATEMENTS WITHIN THIS CERTIFICATION AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, ENCROACHMENTS, AND EROSION ARE BASED SOLELY ON ABOVE-GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFINED HEREON.
- THE SUBJECT PROPERTY HAS DIRECT ACCESS TO THE STREET AND STREET AVENUE R, AVENUE S, AND AVENUE D, ALL PUBLIC RIGHTS-OF-WAY. THE BOUNDARY LINE OF THE SUBJECT TRACT COINCIDES WITH THE LINE OF THIS PUBLIC RIGHTS-OF-WAY LEAVING NO GAPS, SPACES, OR NOTICES.
- THERE WAS NO OBSERVABLE EVIDENCE OF ANY PROPOSED OR RECENTLY COMPLETED CHANGES IN STREET RIGHT-OF-WAY LINES AND OBSERVED NO EVIDENCE OF SUCH.
- THE SURVEYOR HAS NO KNOWLEDGE OF ANY PROPOSED OR RECENTLY COMPLETED CHANGES IN STREET RIGHT-OF-WAY LINES AND OBSERVED NO EVIDENCE OF SUCH.
- OTHER GENERAL NOTES CAN BE FOUND ONLINE AT WWW.AMERICAN-ENGINEERING.COM/NOTES/NOTES.
- ALL FIELD MEASUREMENTS MATCHED RECORD REQUIREMENTS WITH THE PRECEDENT REQUIREMENTS OF ALTA/NSPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- THERE IS NO VISIBLE EVIDENCE OF COMPLETION, GRAVE SITES OR BURIAL GROUNDS ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY.
- ACCORDING TO THE U.S. FISH & WILDLIFE SERVICE - NATIONAL WETLANDS INVENTORY WEBSITE, THE SUBJECT PROPERTY DOES NOT CONTAIN WETLANDS.
- INFORMATION SHOWN CONCERNING ADJACENT PROPERTIES WAS OBTAINED FROM THE COUNTY APPRAISAL DISTRICT, OR ANOTHER SOURCE, AND IS NOT GUARANTEED TO BE ACCURATE OR CURRENT.
- THE FLOOD INFORMATION SHOWN HEREON IS BASED ON CURRENTLY AVAILABLE INFORMATION THAT IS SUBJECT TO CHANGE. IT DOES NOT IMPLY THAT THE PROPERTY AND THE STRUCTURES THEREON SHALL BE FREE FROM FLOODING OR FLOOD DAMAGE, AND (3) SHALL NOT CREATE ANY LIABILITY ON THE PART OF THE SURVEYOR.
- ALL UTILITY SERVICES REQUIRED FOR THE OPERATION OF THE PROPERTY ENTER EITHER THROUGH ADJACENT PUBLIC RIGHTS-OF-WAY OR EXISTING BUILDINGS. THE PROPERTY IS NOT A PUBLIC UTILITY.
- THE RECORD DESCRIPTION OF PROPERTY MATHEMATICALLY CLOSES WITH NO GAPS, CORERS OR OVERLAPS.

ALTA/NSPS Land Title Survey for

Parking, Lubbock TX
SURVEYOR CERTIFICATION

1908, 2010 Avenue R, 1709, 1713, 1715, 1719, 1721, 1723, 1725 21st St
Lubbock, TX 79411
County of Lubbock

To Chicago Title Insurance Company, National Real Estate Acquisitions, LLC, a Delaware limited liability company and American National, LLC, I hereby certify that the map or plat and the survey on which it is based were prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, as amended, and approved by ALTA and NSPS, and include items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of the ALTA/NSPS.

The field work was completed on: JANUARY 8, 2022

Name of Surveyor: Brian Salter
Land Surveyor: Member 5597
In the State of Texas
Date of Map: JANUARY 10, 2022
Date of this Report: JANUARY 10, 2022
Date of this Plat: JANUARY 10, 2022

Survey Prepared By:
CROSSROADS SURVEYING, LLC
PO Box 1391
Wichita Falls, TX 76787

Brian Salter, Professional Land Surveyor No. 5597



ZONING INFORMATION

THE SUBJECT PROPERTY (BLOCK 4) COMPREHENSIVE			
STATUS	IN COMMERCIAL SERVICES	STATUS	CONTACT
LOT 1	NO	NO	NO
LOT 2	NO	NO	NO
LOT 3	NO	NO	NO
LOT 4	NO	NO	NO
LOT 5	NO	NO	NO
LOT 6	NO	NO	NO
LOT 7	NO	NO	NO
LOT 8	NO	NO	NO
LOT 9	NO	NO	NO
LOT 10	NO	NO	NO
LOT 11	NO	NO	NO
LOT 12	NO	NO	NO
LOT 13	NO	NO	NO
LOT 14	NO	NO	NO
LOT 15	NO	NO	NO
LOT 16	NO	NO	NO
LOT 17	NO	NO	NO
LOT 18	NO	NO	NO
LOT 19	NO	NO	NO
LOT 20	NO	NO	NO
LOT 21	NO	NO	NO
LOT 22	NO	NO	NO
LOT 23	NO	NO	NO
LOT 24	NO	NO	NO
LOT 25	NO	NO	NO
LOT 26	NO	NO	NO
LOT 27	NO	NO	NO
LOT 28	NO	NO	NO
LOT 29	NO	NO	NO
LOT 30	NO	NO	NO
LOT 31	NO	NO	NO
LOT 32	NO	NO	NO

PARKING SPACE COUNT

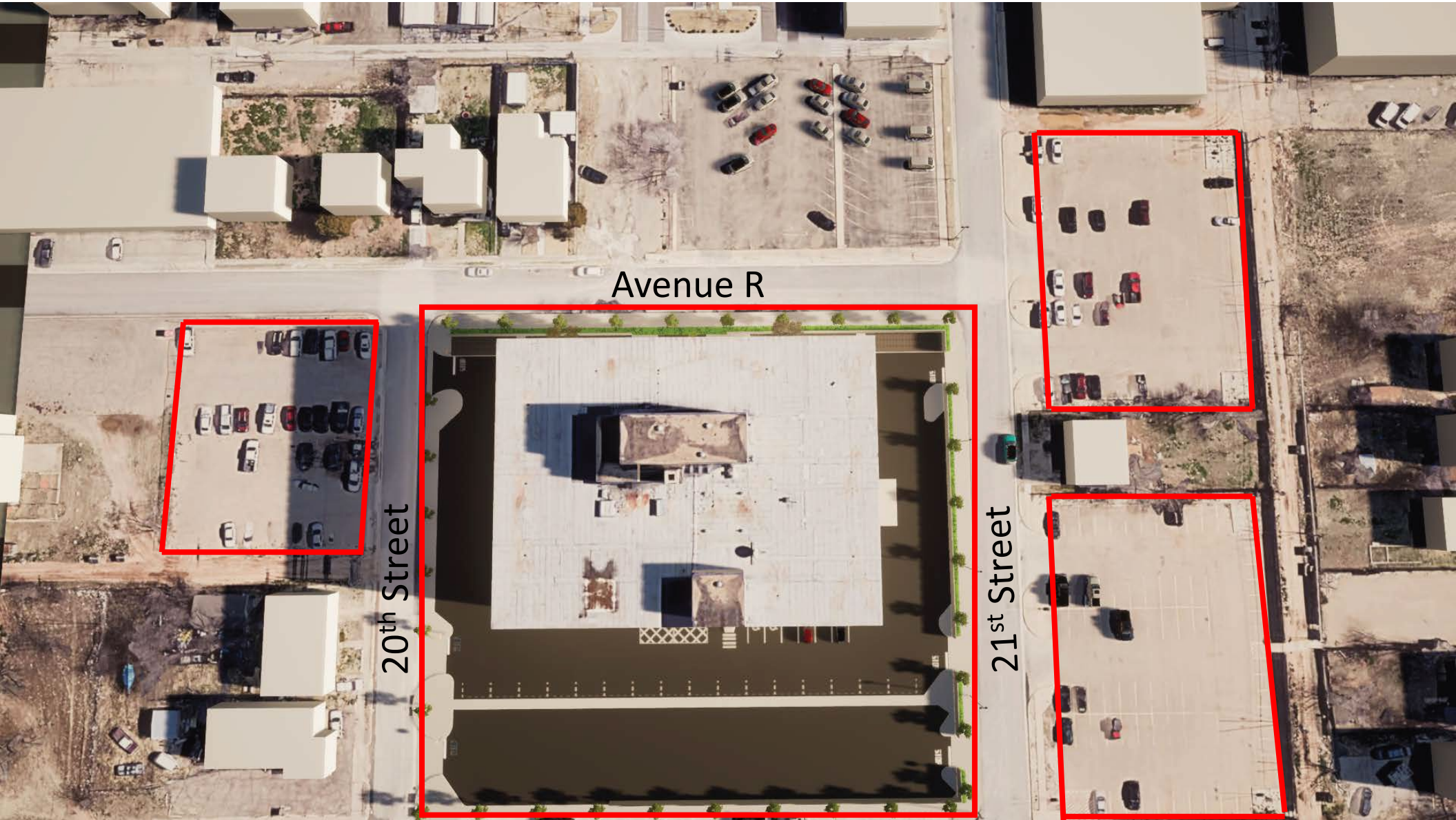
265 REGULAR PARKING SPACES
2 REGULAR HANDICAP SPACES
13 UNACCESSIBLE HANDICAP SPACES
265 TOTAL PARKING SPACES

NOTE:
The A.D.A. requires the following minimum number of handicapped spaces: For parking lots with 100 to 250 spaces: 1 handicapped space; 251 to 500 spaces: 2 handicapped spaces; 501 to 750 spaces: 3 handicapped spaces; 751 to 1,000 spaces: 4 handicapped spaces; 1,001 to 1,500 spaces: 5 handicapped spaces; 1,501 to 2,000 spaces: 6 handicapped spaces; 2,001 to 2,500 spaces: 7 handicapped spaces; 2,501 to 3,000 spaces: 8 handicapped spaces; 3,001 to 3,500 spaces: 9 handicapped spaces; 3,501 to 4,000 spaces: 10 handicapped spaces; 4,001 to 4,500 spaces: 11 handicapped spaces; 4,501 to 5,000 spaces: 12 handicapped spaces; 5,001 to 5,500 spaces: 13 handicapped spaces; 5,501 to 6,000 spaces: 14 handicapped spaces; 6,001 to 6,500 spaces: 15 handicapped spaces; 6,501 to 7,000 spaces: 16 handicapped spaces; 7,001 to 7,500 spaces: 17 handicapped spaces; 7,501 to 8,000 spaces: 18 handicapped spaces; 8,001 to 8,500 spaces: 19 handicapped spaces; 8,501 to 9,000 spaces: 20 handicapped spaces; 9,001 to 9,500 spaces: 21 handicapped spaces; 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1

Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Avenue S

Proposed Conversion

With 6' Wall

2010 Ave R, Lubbock TX



Proposed Conversion

With 6' Wall

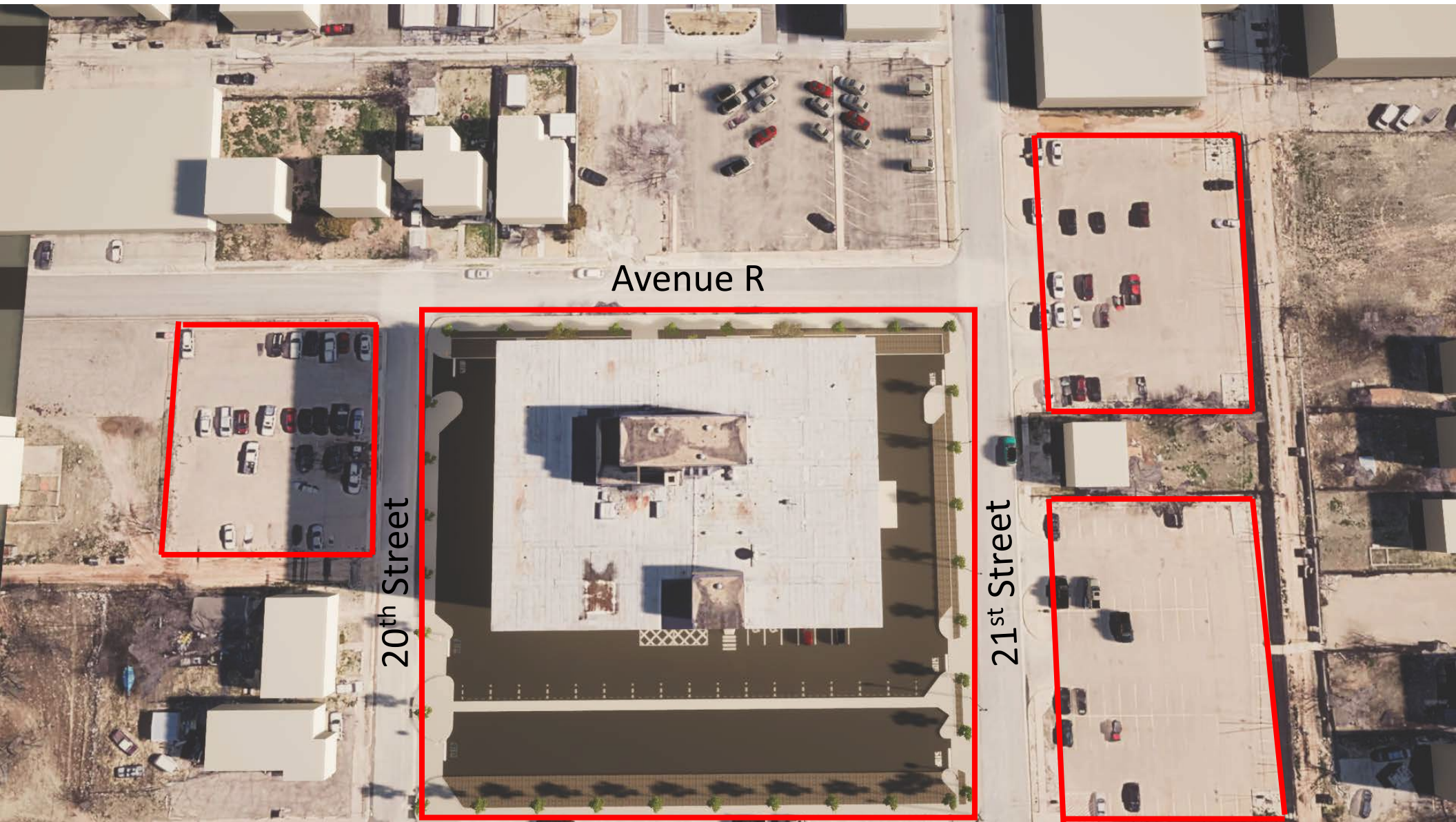
2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Avenue S

Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Proposed Conversion

Landscaping & Trees (No Wall)

2010 Ave R, Lubbock TX



Avenue S

Devon Highlights



Devon is an employee-owned, private real estate company founded in 1988 and is comprised with a seasoned senior management team that has worked together for an average of 20 years. Each member of the Devon senior management team has been instrumental in growing the company and executing a business plan which has resulted in approximately \$2.5 billion in self-storage transactions. As a leader in the self-storage industry, Devon has maintained a dedicated self-storage operating platform since 1993 and has owned and/or managed in excess of 233 facilities in 24 states and three European countries. **Devon is ranked as a top private self-storage operator in the nation,** and continuously strives to achieve the highest returns for its investment partners leveraging its experience. **Devon currently operates 89 self-storage properties in 23 states, with a market value in excess of \$1.2 billion.**

Devon implements the best and latest self-storage technologies including online unit reservations and bill payment, managed lead tracking, and call center support, while benefiting from the utilization of various social media platforms. Devon's sophisticated operational platform is one advantage that sets them apart from the traditional "mom and pop" operators that lack in technology efforts and established partnerships with major financial organizations and industry peers. **Devon has extensive market knowledge and utilizes proprietary acquisition and detailed market analysis specific to the self-storage industry.** Devon also has a history of hiring team members with strong qualifications in their field of expertise, from property management and maintenance technicians to regional directors. **Most Devon properties are secured by video surveillance and electronic alarm systems with a 24-hour dispatch center. Rental agreements are issued on a month-to-month basis** and each of Devon's properties has at least one on-site manager.

Over the years, Devon has created more than a dozen relationships with several prominent institutions to execute sophisticated self-storage construction projects, which include ground-up developments and conversions/redevelopments. Devon has decades of experience in acquiring properties and converting them for other use or function from its original format. Devon's acquisition team meets weekly to evaluate and discuss conversion candidate properties, geographic markets, feasible site criteria, and the deal objectives of each project.

Devon Highlights³

# of Developments Since Inception:	93
Approximate Aggregate Development Project Cost Since Inception:	1.8 B
Facilities Owned and/or Managed Since Inception:	More than 233
#of Facilities Currently Operating:	89
# of States Currently Operating in:	23
Approximate Current Market Value:	\$1.2 B

Devon Self Storage - Operations



Office Hours

Monday – Friday: 9:30am – 6:00pm

Saturday: 9:00am – 5:00pm

Sunday: Closed

Access Hours

Monday – Sunday: 6:00am – 10:00pm



EXCEPTIONAL CUSTOMER SERVICE. BEST IN-CLASS SECURITY.

Each of our 89 [locations](#) is outfitted with 24/7 security monitoring, a fully fenced perimeter, well-lit grounds, and electronic gated entrance. Our experienced management team is onsite during operation hours and happy to lend a hand, answer a question, or find the right storage solution to meet your needs – whether it's a temporary fix or a long-term partnership.



Convenience

Rent Units Online

Ample Hours for Access

Online Bill Payment

Onsite Moving & Packing
Supplies

Tenant Insurance

Onsite Management



Security

24/7 Video Surveillance

Well-Lit, Fully-Fenced

Secure Access

Electronic Keypad Access



Unit Options

Range of Sizes

Parking Spaces

Climate Controlled

Drive-Up Units

Ground Floor Units

Specialized Storage

Photos of Property – Pre-Conversion



Photos of Property – Pre-Conversion



Conversions

4111 Plainfield Ave, Grand Rapids MI



Conversions

1400 Buchanan Ave SW, Grand Rapids, MI



Conversions

6471 Camp Bowie Blvd, Fort Worth, TX 76116



Conversions

4815 West Colonial Drive, Orlando FL



Conversions

1501 Admiral Wilson Blvd, Camden NJ





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2010 Avenue R
Lots/Tracts: Lot 1, Sherwood Addition
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 1.79 Acres
Existing Land Use: Telephone/Communications Existing Zoning: C-4
Requested Zoning: SUP for Self-storage Facility
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Stantec Consulting Services
Name: Paul M. Hames, P.E.
Address: 6080 Tennyson Parkway, Suite 200 City: Plano State: TX
ZIP Code: 75024 Telephone: (214) 473-2483 Email: paul.hames@stantec.com
Applicant's Signature: Paul M Hames, PE
Date: 4/27/2022 Printed Name: Paul M. Hames

Owner Information

Firm Name: Devon Self-storage
Owner: Greg Mackay
Address: 2695 W. Shady Hallow Lane City: Lehi State: UT
ZIP Code: 84043 Telephone: (404) 353-0843 Email: gmackay@devonselfstorage.com
Property Owner's Signature: Greg Mackay
Date: 4.27.2022 Printed Name: Greg Mackay

Preparer Information

Preparer's Signature: Paul M Hames, PE
Date: 4/27/2022 Printed Name: Paul M. Hames, P.E.

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.

TRACT I LEGAL DESCRIPTION:

LOT ONE (1), SHERWOOD ADDITION, a Resubdivision of Block 4, McCrummen's Second Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 731, Page 609 of the Deed Records of Lubbock, County, Texas.

Lubbock zoning general provisions consider the health, safety, comfort, convenience, prosperity, and general welfare of the citizens of Lubbock. The purpose of C-4 zoning is to provide for heavy retail and/or wholesale commercial uses. Because of this, compatibility with adjacent residential areas should be carefully considered.

As representatives of the adjacent residential areas, the Heart of Lubbock Neighborhood Association would like to voice our concerns and opposition to the proposed Zone Change and conversion of the property at 2010 Ave. R into a self-storage business.

Self-storage is not a retail business, it's a light industrial space. As a light industrial space, self-storage employs very few people and will provide little in way of tax revenue to the city. Currently our neighborhood already hosts a self-storage business, Honeycrisp Self Storage at 2002 Avenue S, Lubbock, TX 79411. Honeycrisp Self Storage is located across the street from the former At&t building at 2010 Ave. R. Currently, the property 2010 Ave. R is one of the few commercial plats located away from car centric streets 19th, 34th, Ave Q and University Ave. This makes the plat one of the most walkable lots in the neighborhood. It is one of the few commercial lots that has sidewalks that are accessible for people in wheelchairs. Turning it into industrial space would foreclose the possibility of creating a more sustainable zone for commercial activity in the Heart of Lubbock Neighborhood.

If the proposed conversion would take place, it would mean an additional 141,250 sf of self-storage/industrial space added to our residential neighborhood. There are many long-standing issues with self-storage businesses when it comes to public safety and civic life. Self-storage businesses are synonymous with providing sub-standard housing for people experiencing homelessness, as well as space for the drug trade, and sex work. To make the self-storage business safe from crime, the owner of the business will have to turn the property into a fortress—high fences, security cameras, etc, essentially militarizing 3 acres of our neighborhood's residential streetscape.

Currently the property at 2010 Ave. R consists of 141,250 sf (3 acres) of impervious service. This allows for very little water infiltration during storm events. Dr. Daniel Phillips, a Heart of Lubbock resident and Assistant Professor of Landscape Architecture at Texas Tech, has created a stormwater model of the Heart of Lubbock Neighborhood using publicly available GIS data. According to his model, the lot at 2010 Ave. R majorly contributes to neighborhood flooding during one year storm events and contributes to standing water in the neighborhood for that sits for 24 hours after the rain event. Standing water has been observed at the corner of 21st and S 24 hours after a storm event that produced .35 inches of rain (see attached photo). When water stands for 24 hours it becomes a public health hazard. Standing water is a breeding ground for mosquitos, parasites, and bacteria. There are residential houses on the SW corner of the lot and an apartment building at the NW corner of Ave S and 21st. The proposed self-storage business will do nothing to alleviate this public health problem. Before approving the proposed change, we ask that the zoning commission at least consult with City Stormwater engineers and the Health Department to better understand the effect of property on residents' well-being.



Photograph of standing water 24 hours after rain event on May 10th. Photograph is taken from the NW corner of 21st and Ave. S.

According to the Normalized Difference Vegetation Index, which uses satellite sensing measurements to estimate the density of green biomass on an area of land, the site at 2010 Ave. R has negative values because all 142,250 sf (3 acres) of the property is paved and barren. This extensive amount of paved area has a co-relationship with urban heat islands. This property is a heat island because of the rising temperature generated by its paving and structures. The higher temperatures generated by this parcel of land increases demand for air conditioning and decreases neighborhood walkability because it provides no shade for neighborhood residents. In our semi-arid region, heat islands are a health hazard for residents.

Self-Storage is regressive Urban Design, it does not enhance the taxable values in the neighborhood, does not enhance scenic, historic or cultural importance of the neighborhood, and does not project community investments in water, sewerage, and streets. Self-storage is an inexpensive way for developers to generate income while waiting for a more profitable project. By waiting, the developer is proposing to turn 141,250 sf (3 acres) of impervious service into a dead zone in our neighborhood. The investor is not investing anything into the neighborhood by locating self-storage in the proposed site. Self-storage is unsightly and provides little public benefit. Self-storage at the proposed site is poor urban planning, it would contribute to an

unhealthy, and unsafe environment. Self-storage is an industrial space. Locating a self-storage space in one of the largest walkable lots in our neighborhood will create a dead zone of pedestrian activity. 3 acres of self-storage decreases livability, as it does not produce jobs, housing or grocery stores that would be walkable for Heart of Lubbock residents. An additional 3 acres of self-storage would take away commercial space from restaurants, stores and gyms. This space could be used in a more productive way that enhances the character of the neighborhood.

Why would we regressively rezone 3 acres of potential walkable retail space? It's not a good trade-off for the neighborhood. It will only devalue the neighborhood.

Lastly, Stantec Consulting claims to care about the communities it serves. The consulting firm has a portfolio of community driven sustainable projects with an interest in developing creative environments. The firm has worked on estuary restoration projects and has utilized public participation strategies in past development schemes. This presentation to the City is the first "outreach" event the consulting firm has done to engage with the community that is affected by the proposed self-storage space. The Heart of Lubbock Neighborhood Association would like to invite Stantec Consulting to meet with us to engage in a participatory development plan for the site at 2010 Ave.

References:

Recent self-storage crime in Lubbock

1. The murder of 21-year-old Cypress Ramos.

<https://www.lubbockonline.com/story/news/crime/2022/02/14/man-claims-self-defense-death-north-lubbock-storage-unit/6791112001/>

2. 2 burglaries from self-storage locations in Lubbock.

<https://www.kcbd.com/2020/08/05/wanted-wednesday-burglaries-self-storage-locations/>

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 2418-C, a request of 3D Land Development, LLC, for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, and recommended approval of the request by a vote of 4-3-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinanace 2418-C
Staff Report 2418-C
Documentation 2418-C

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. 2418-C; A ZONING CHANGE FROM A-2 SPECIFIC USE TO R-2 ZONING DISTRICT AT 3504, 3506, 3507, AND 3508 EAST CORNELL DRIVE AND 402 NORTH IRONWOOD AVENUE, CHERRY POINT ADDITION, LOTS 423-427, 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. 2418-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 **A-2 Specific Use** to **R-2** zoning district at **3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2418-C
June 2, 2022

Staff Report		Zone Case 2418-C
City Council Meeting		June 28, 2022

Applicant 3D Land Development, LLC

Property Owner 3D Land Development, LLC

Council District 2

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958, Ordinance 2533: This property was annexed and zoned Transition District (T).
- September 10, 1959, Zone Case 0788, Ordinance No. 2898: This property was rezoned from T to Single-Family District (R-1).
- October 13, 1983, Zone Case 2418, Ordinance No. 8495: This property was rezoned from R-1 to High-Density Apartment District (A-2) Specific Use for a church.
- June 2, 2022, Zone Case 2418-C: The Planning and Zoning Commission recommended approval of a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2) by a vote of 4-3-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject properties were platted as Cherry Point Addition, Lots 413-427 in 1962 and have remained vacant since annexation.

Adjacent Property Development

The subject properties are surrounded by R-1 zoning. Property to the northwest and northeast is vacant and property to the southwest and southeast is developed with single-family homes. There are four other properties on this block zoned A-2 Specific Use for a church, one of which has been developed with a church.

Zoning Request and Analysis

Item Summary

The subject properties are located at 3504, 3506, 3507 and 3508 East Cornell Drive and 402 North Ironwood Avenue, south of Northeast Loop 289, on the east and west sides of East Cornell Drive. The applicant requests a zone change from High-Density Apartment District (A-2) Specific Use for a church to Two-Family District (R-2).

Current zoning: High Density Apartment District (A-2) Specific Use for a church

Requested zoning: Two-Family District (R-2)

Intent Statements

The intent of the current A-2 zoning is, "... to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe

and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses. When proposed development in this district is adjacent to “RR,” “R-1,” “R-1A,” or “R-2” zoned property, the proposed 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 lower-density uses.”

The intent of the current Specific Use 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 {29-2} [40.01.002].”

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 will be along Northeast Loop 289, East Cornell Drive and Ironwood Avenue. Northeast Loop 289 is designated as a Freeway; East Cornell Drive and Ironwood Avenue are designated as Local Streets by the Master Thoroughfare Plan, 2018. The primary function of a freeway is to connect local areas to other regions, rather than serve local traffic needs. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

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 Future Land Use Map designates this area for “Residential Low Density” land uses. Although the proposed zone change to R-2 is not consistent with this designation, it is appropriate in this location and would conform to the principles of the 2040 Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance and is appropriate for this area.

Suitability of Property for Allowed Uses

The property is suitable for the proposed use and will not need additional public improvements to support the intensity of uses described in R-2 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 documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2418-C



Allowable Uses: [Two Family District \(R-2\)](#)

Transportation: The proposed development has points of access from Northeast Loop 289, Cornell Drive, and Ironwood Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Northeast Loop 289, <i>Freeway, Completed</i>	R.O.W. 300 feet, seven-lane, undivided, paved	R.O.W. 300 feet, seven-lane, undivided, paved
Cornell Drive, Local Street, Completed	R.O.W. 56 feet, two-lane, undivided, paved	R.O.W. 56 feet, two-lane, undivided, paved
Ironwood Avenue, Local Street, Completed	R.O.W. 56 feet, two-lane, undivided, paved	R.O.W. 56 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

5.3 District 2

Case 2418-C: 3D Land Development, LLC

Request for a zone change from High-Density Apartment District (A-2) Specific Use to Two-Family District (R-2), at:

- 3504, 3506, 3507, and 3508 East Cornell Drive and 402 North Ironwood Avenue, Cherry Point Addition, Lots 423-427.

PLANNER ASHLEY PADILLA stated there were thirteen (13) notifications sent out. There has been zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT DENNIS CARRIZALES 2619 21st Street advised he is working with a developer who wants to construct duplexes on these lots. There would be a total of ten units, two on each lot.

BOARD MEMBER JAMES BELL asked if the property is currently zoned A-2 with a Specific Use for a church and if the church was no longer in operation. Mr. Carrizales stated the church was no longer operating and the church building had been converted into a single-family residence.

OPPOSITION RAYMOND ARANDA 403 North Ironwood advised he has lived there since 1972. He has been impressed with the value of his home, since Habitat for Humanity has come in and has built some homes in the area. He is concerned that duplexes and renters would increase traffic in the area and bring down the value of his home. It is a short block and if they build 10 units, there will be ten additional cars on the street.

OPPOSITION DARON MANN 3503 East Cornell Street stated the duplex units would be worthless in five years, because we do not educate people on how to take care of a residential area. Renters will be moving in and out and not taking care of the properties, because it is not their home.

BOARD MEMBER ZACH SAWYER asked if the units would be sold or rented. Mr. Carrizales stated the developer would own them. They will be larger units with yards and driveways. There will not be an increase in traffic since the property is so close to Loop 289. Mr. Sawyer stated the zoning district would be downzoning from the current district, which is a good fit in this area.

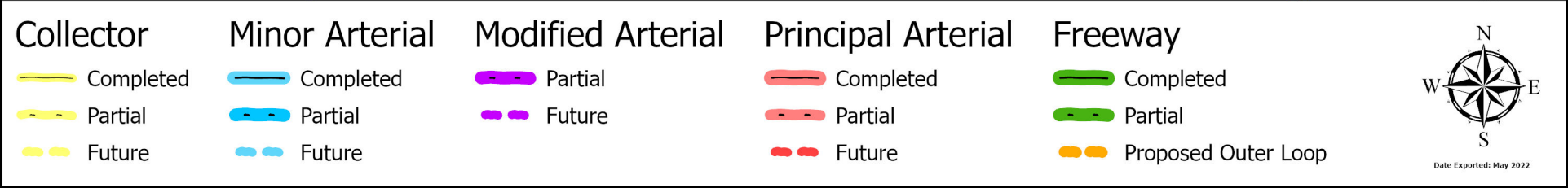
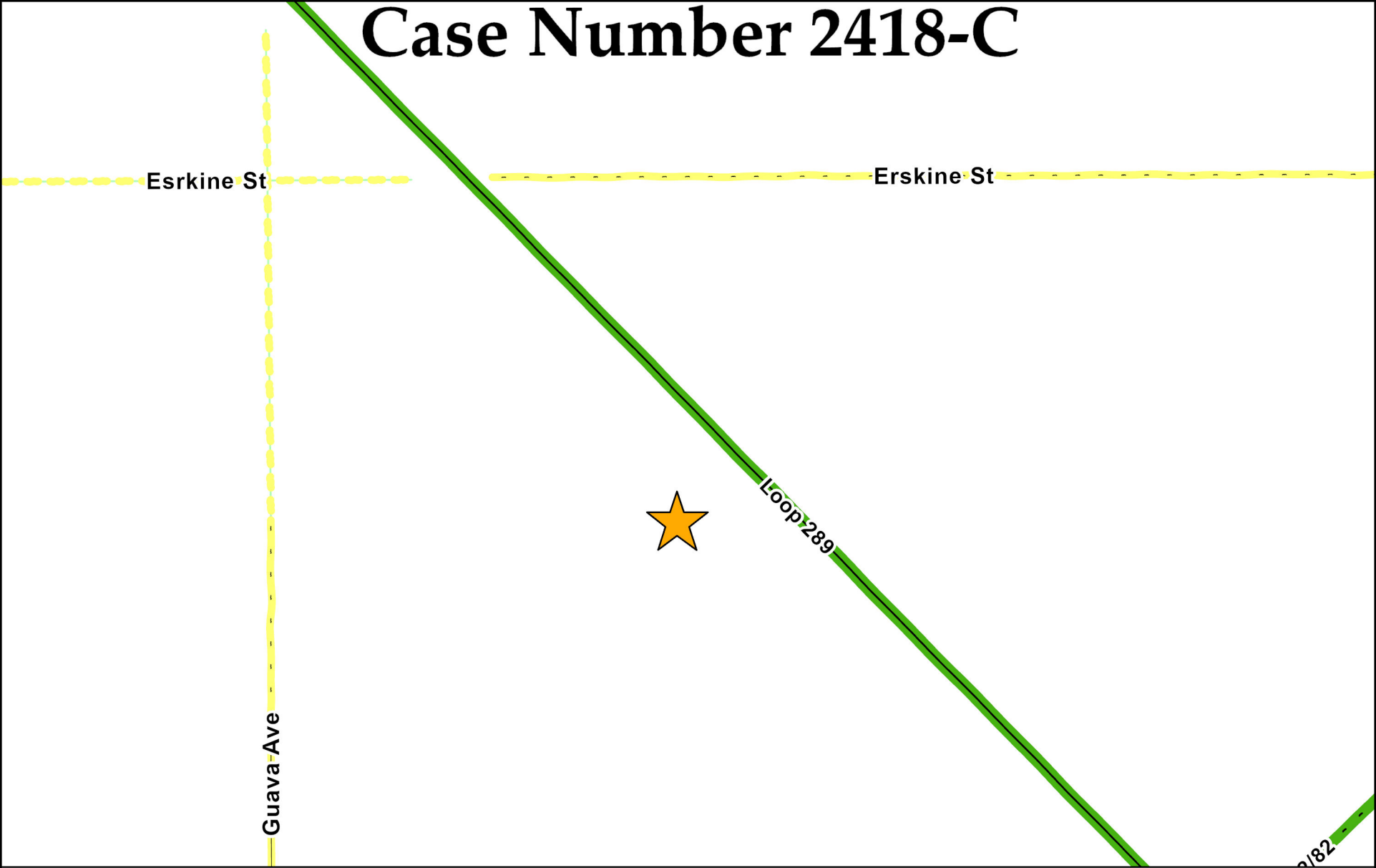
BOARD MEMBER ABEL HERANDEZ asked if there is going to be a property management company that maintains the yards. Mr. Carrizales stated he does not know, because in the future they may sell the duplexes as individual properties or as a package. They are requesting the the zone change so they can build in the area.

No one spoke in favor of the request.

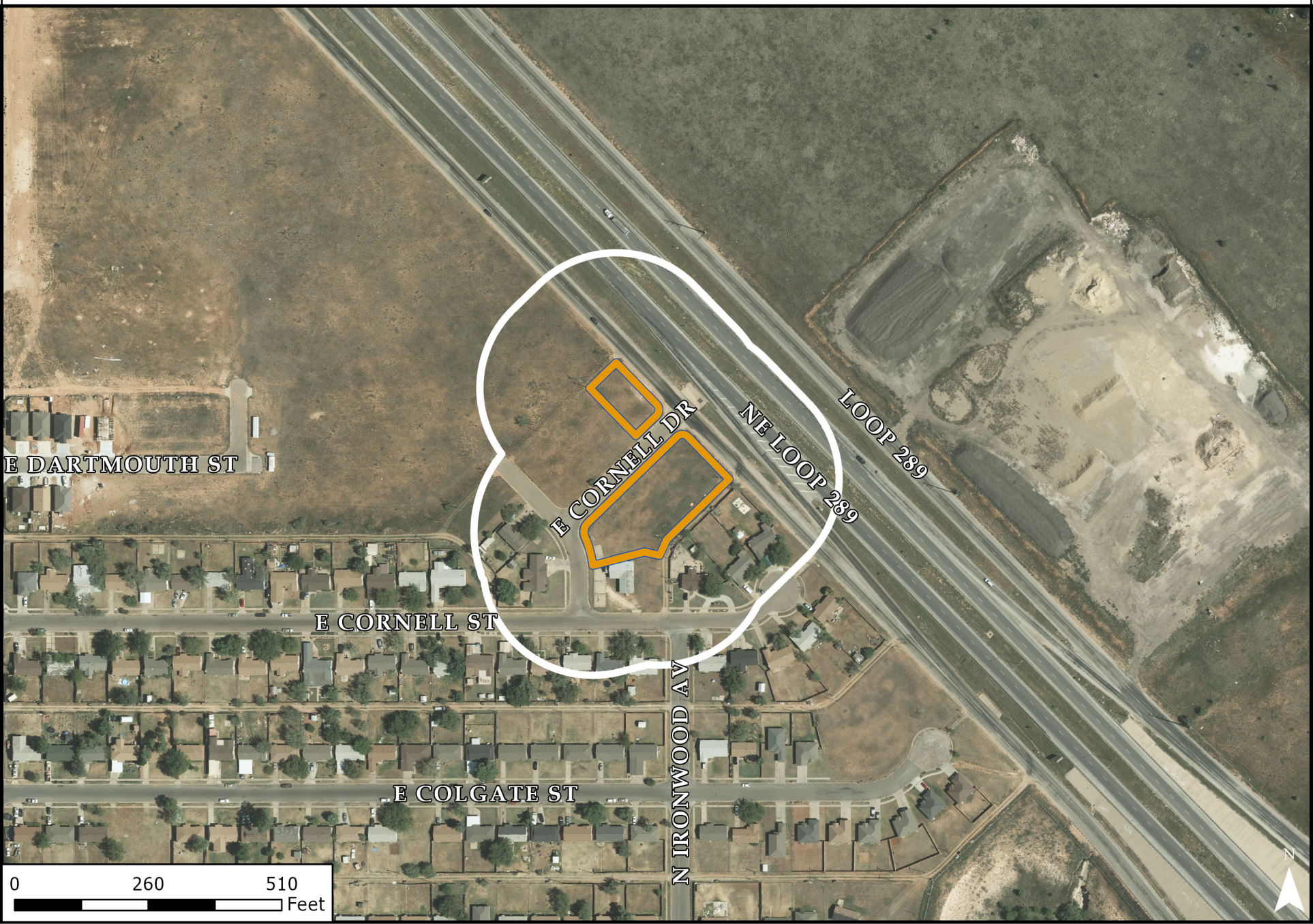
In the matter of **Zone Case 2418-C** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 4 (in favor) to 3 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

BRANDON HARDAWAY, RENEE CAGE, and SUSAN TOMLINSON cast the votes in opposition.

Case Number 2418-C









Case Number 2418-C

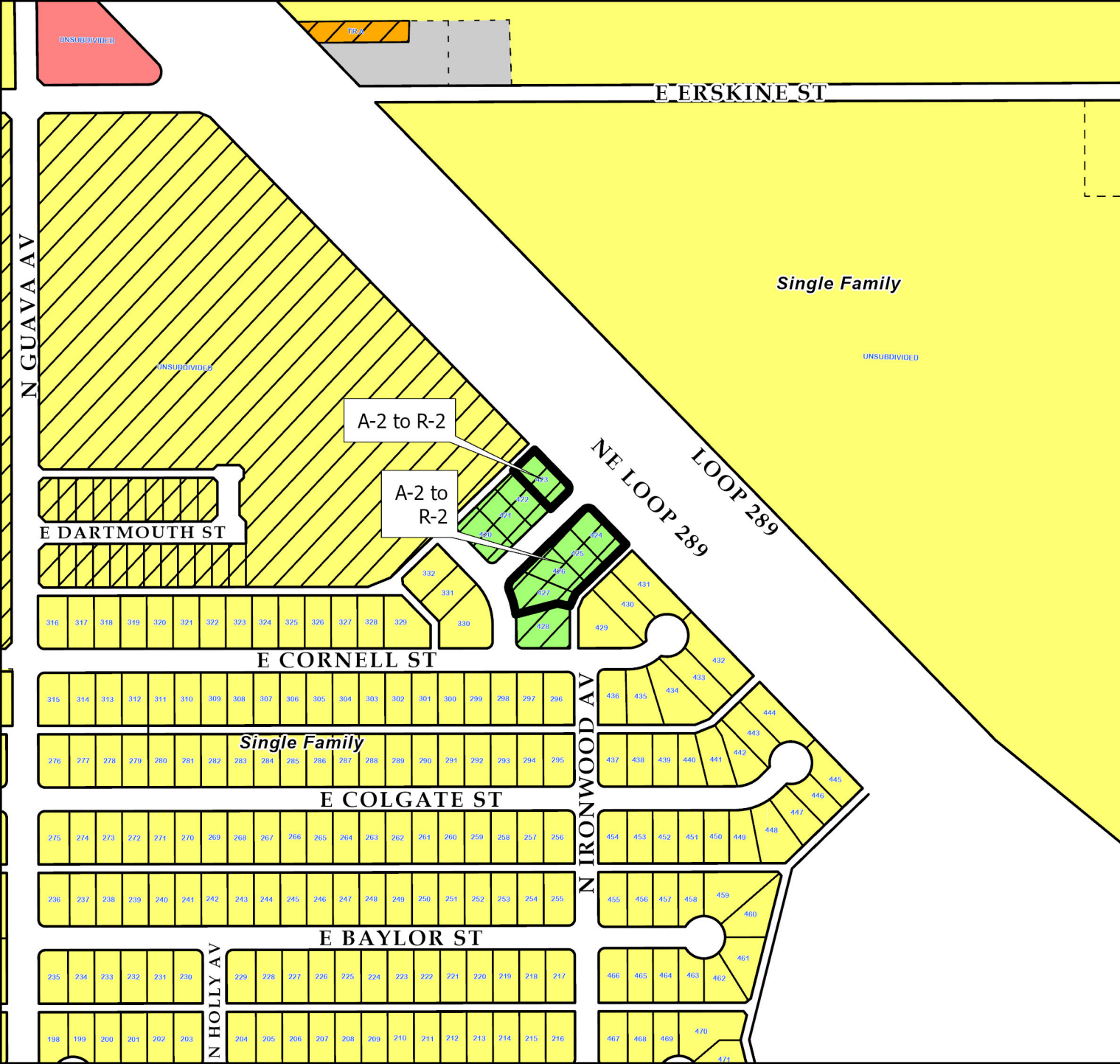


Current Zoning

2418-C

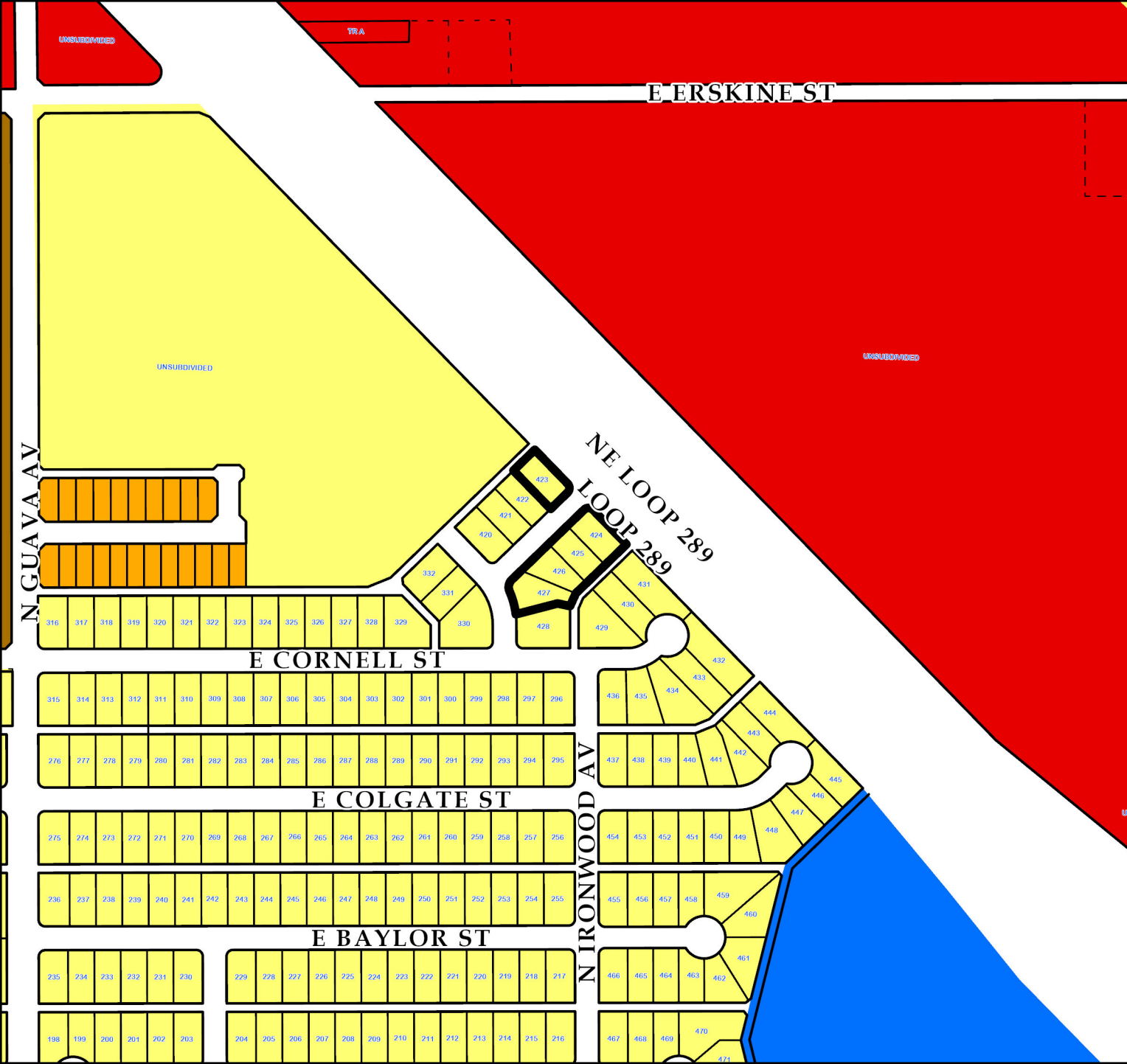
Zoning Districts

-  High Density Apartment Specific Use
-  General Retail
-  Light Manufacturing
-  Single Family
-  Single Family Specific Use
-  Two Family Specific Use



0 200 400 Feet





Future Land Use Plan Case 2418-C

Future Land Use Type

- 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



0 200 400 Feet



2418-C



Subject property. View to the east.



View to the north.



View to the west.



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: 3504, 3506, 3507 & 3508 E. Cornell & 40th Ironwood Ave
Lots/Tracts: Lot 5 423, - 427 cherry point.
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: _____
Existing Land Use: Vacant Existing Zoning: A-2 spec use
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: 3D LAND DEVELOPMENT LLC.
Name: Dennis Carrizales
Address: 2621-21ST ST. City: LUBBOCK State: TX
ZIP Code: 79410 Telephone: 806-543-3939 Email: 3DLANDDEVELOPMENT@GMAIL.COM
Applicant's Signature: [Signature]
Date: 04/28/22 Printed Name: Dennis Carrizales

Owner Information

Firm Name: 3D LAND DEVELOPMENT LLC.
Owner: Dennis Carrizales
Address: 2621-21ST ST. City: LUBBOCK State: TX
ZIP Code: 79410 Telephone: 806-543-3939 Email: 3DLANDDEVELOPMENT@GMAIL.COM
Property Owner's Signature: [Signature]
Date: 04/28/22 Printed Name: Dennis Carrizales

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.

2418-A

Information

Agenda Item

Public Hearing - Planning (District 2): Consider a request for Zone Case 0647-A, a request of El Cadete Sports Bar for JJ's Sparkle Shop, for a Specific Use for a bar on property zoned Commercial District (C-4), at 407 Martin Luther King Jr. Boulevard, located east of Martin Luther King Jr. Boulevard and south of East 4th Street, Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 5, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on June 2, 2022, and recommended denial of the request by a vote of 1-6-0. Therefore, a minimum of 6 out of 7 Council votes are required to approve the request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 0647-A
Staff Report 0647-A
Documentation 0647-A

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. 0647-A; A ZONING CHANGE FROM C-4 TO C-4 SPECIFIC USE FOR A BAR AT 407 MARTIN LUTHER KING JR. BOULEVARD, LOCATED EAST OF MARTIN LUTHER KING JR. BOULEVARD AND SOUTH OF EAST 4TH STREET, MACKENZIE TERRACE ADDITION, TRACT D, LOT 4, AND THE WEST 6.56 FEET OF LOT 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, with the Commission recommending denial of the proposed changes in zones 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 the 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; and

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning; **NOW THEREFORE:**

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

ZONE CASE NO. 0647-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-4 to C-4 Specific Use for a bar at **407 Martin Luther King Jr. Boulevard, located east of Martin Luther King Jr. Boulevard and south of East 4th Street, Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 5, 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 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 40.03.3103(u)(4) of Codified Zoning Ordinance No. 7084 on the property described as **407 Martin Luther King Jr. Boulevard, located east of Martin Luther King Jr. Boulevard and south of East 4th Street, Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC0647-A
June 2, 2022

Staff Report		Zone Case 0647-A
City Council Meeting		June 28, 2022

Applicant El Cadete Sports Bar

Property Owner JJ's Sparkle Shop

Council District 2

Recommendations

- Staff recommends Denial.

Prior Board or Council Action

- December 15, 1949, Ordinance No. 942: This property was annexed into city limits and zoned Single-Family District (A).
- June 8, 1950, Zone Case 99-A, Ordinance No. 993: This property was rezoned from District (A) to Second Manufacturing District (M).
- January 24, 1957, Zone Case 616, Ordinance No. 2113: This property was rezoned from District (M) to Single-Family District (R-1).
- October 25, 1957, Zone Case 647, Ordinance No. 2336: This property was rezoned from Single-Family District (R-1) to Commercial District (C-4).
- June 2, 2022, Zone Case 0647-A: The Planning and Zoning Commission recommended denial of a Specific Use for a bar on property zoned Commercial District (C-4) by a vote of 1-6-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

This property was platted as Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 5 in 1962 and 1964. The structure on the property was built in 1964 and has previously been used as a game room from 2016 - 2020. Additionally, the Lubbock Police Department has received 28 total calls for service between January 2017 and October 2020 as well as 8 reports and 12 total offenses in the same time period including a murder in 2019. There have been no further calls or reports since October 2020.

Adjacent Property Development

Properties to the north, east, and west are zoned C-4 and consist of a shopping center, commercial businesses, and a medical office adjacent to a vacant car wash, respectively. To the south is an assisted living facility zoned Apartment-Medical District (AM).

Zoning Request and Analysis

Item Summary

The subject property is located at 407 Martin Luther King Jr. Boulevard, east of Martin Luther King Jr. Boulevard and south of East 4th Street. The applicant is requesting a Specific Use for a bar on property zoned C-4.

Current zoning: Commercial District (C-4)

Requested zoning: Specific Use for a bar

Intent Statements

The intent of the current 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 location is along Martin Luther King Jr. Boulevard which is designated as a Principal Arterial and East 5th Street which is a Local Street. Principal Arterials are continuous routes whose function is to serve high volumes of local and regional traffic. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed Specific Use for a bar is not compatible with the surrounding area and would change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Specific Use for a bar is not in conformance with the zoning ordinance. Due to the close proximity of residential uses to the southwest and the assisted living facility to the south, it would not be appropriate in this location.

Suitability of Property for Allowed Uses

The property is suitable for commercial uses and additional infrastructure improvements would not be necessary. A parking agreement has been provided by the applicant which meets the requirements in the variance approved for off-premise parking subject to a 1 space per 50 square foot ratio on November 19, 2015 through ZBA Case 1694-A.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Location Map
- E. Aerial Map
- F. Zoning Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Response

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103

sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109

ksager@mylubbock.us

Case Information: Zone Case 0647-A



Allowable Uses: [Commercial District \(C-4\)](#)

[Specific Use District](#)

Transportation: The proposed development has points of access from Martin Luther King Jr. Boulevard and East 5th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
M.L.K Jr. Boulevard, Minor Arterial	R.O.W. 65 feet, 5-lane, undivided, paved.	R.O.W. 100 feet, 5-lane, undivided, paved
East 5 th Street, Local Street	R.O.W. 45 feet, 2-lane, undivided, paved.	R.O.W. 45 feet, 2-lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.2 District 2

Case 0647-A: El Cadete Sports Bar for JJ's Sparkle Shop

Request for a Specific Use for a bar on property zoned Commercial District (C-4), at:

- 407 Martin Luther King Jr. Boulevard, located east of Martin Luther King Jr. Boulevard and south of East 4th Street, Mackenzie Terrace Addition, Tract D, Lot 4, and the west 6.56 feet of Lot 5.

PLANNER SHANE SPENCER stated there were seven (7) notifications sent out and (1) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends denial of this request.

APPLICANT LILLIAN RAMIREZ 407 Martin Luther King Jr. Boulevard stated she wants to open the location as a sports bar that will serve beer and wine only. There is a business in that area open after hours and operating illegally. She wants to show people there is a right way to open a business. She is working with the Lubbock Sheriff's Office to provide security for her business.

BOARD MEMBER RENEE CAGE asked what is right next to her building. Mrs. Ramirez stated it is an art gallery and she has been in contact with the owner about parking. Mrs. Cage asked if children attend

events at the art gallery. Mrs. Ramirez stated she has not seen any children there. Her business will only be open on the weekends at this time.

No one spoke in opposition or in favor of the request.

BOARD MEMBER ZACH SAWYER stated he is concerned there is an assisted living facility next to this property.

BOARD MEMBER SUSAN TOMLINSON advised if the request was approved and the property was sold, any type of bar would be permitted in this location.

BOARD MEMBER RENEE CAGE advised she is concerned there could be children in the business next door during the hours of operation for the bar.

In the matter of **Zone Case 0647-A** a motion was made by **JAMES BELL** and seconded by **SUSAN TOMLINSON** to approve the request and the Commission members voted 1 (in favor) to 6 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

BRANDON HARDAWAY cast the vote in favor.

Case Number 0647-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

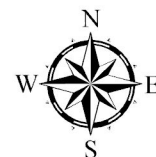
- Partial
- Future

Principal Arterial

- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop

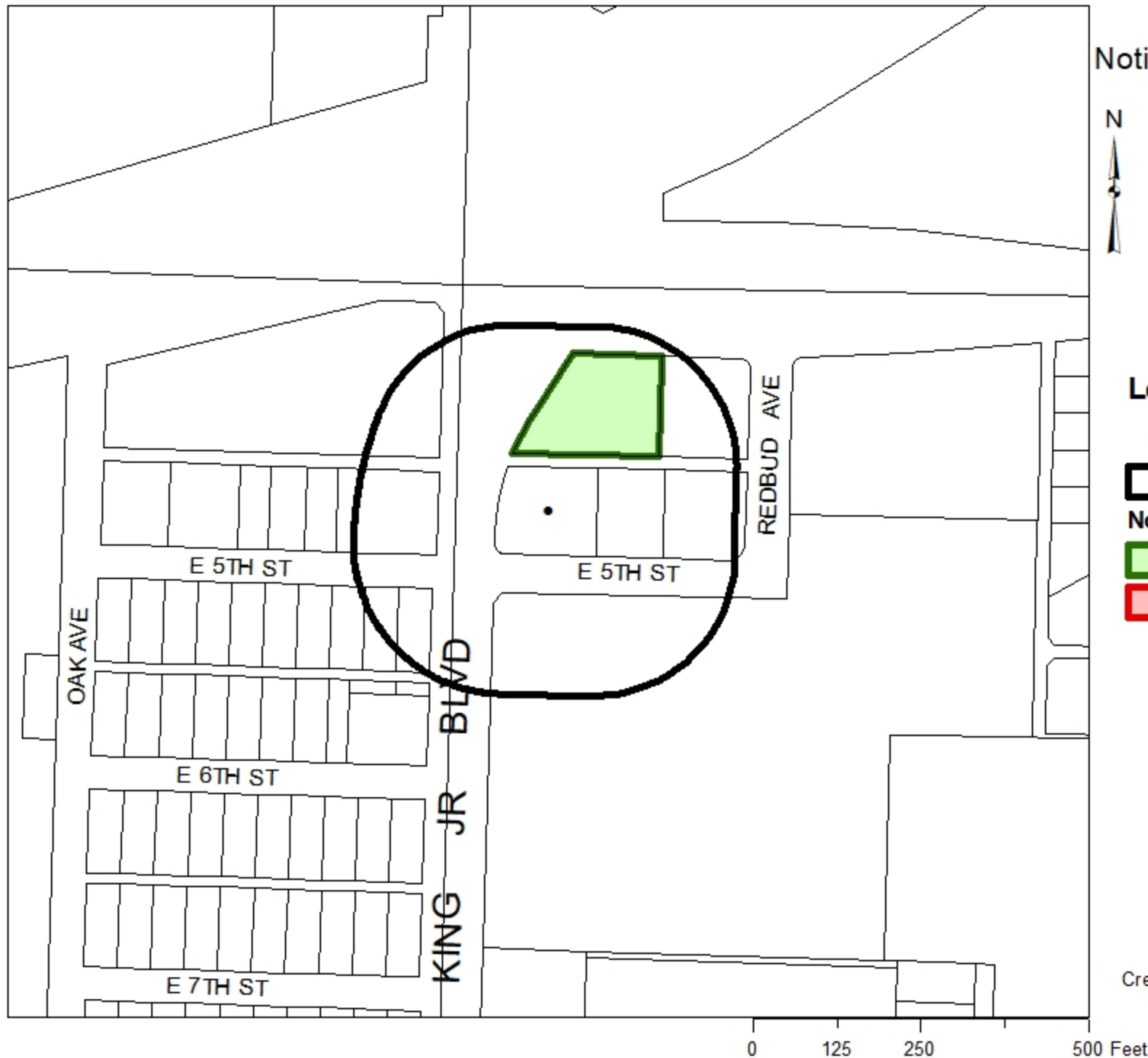


PZC Mailout Notifications Received



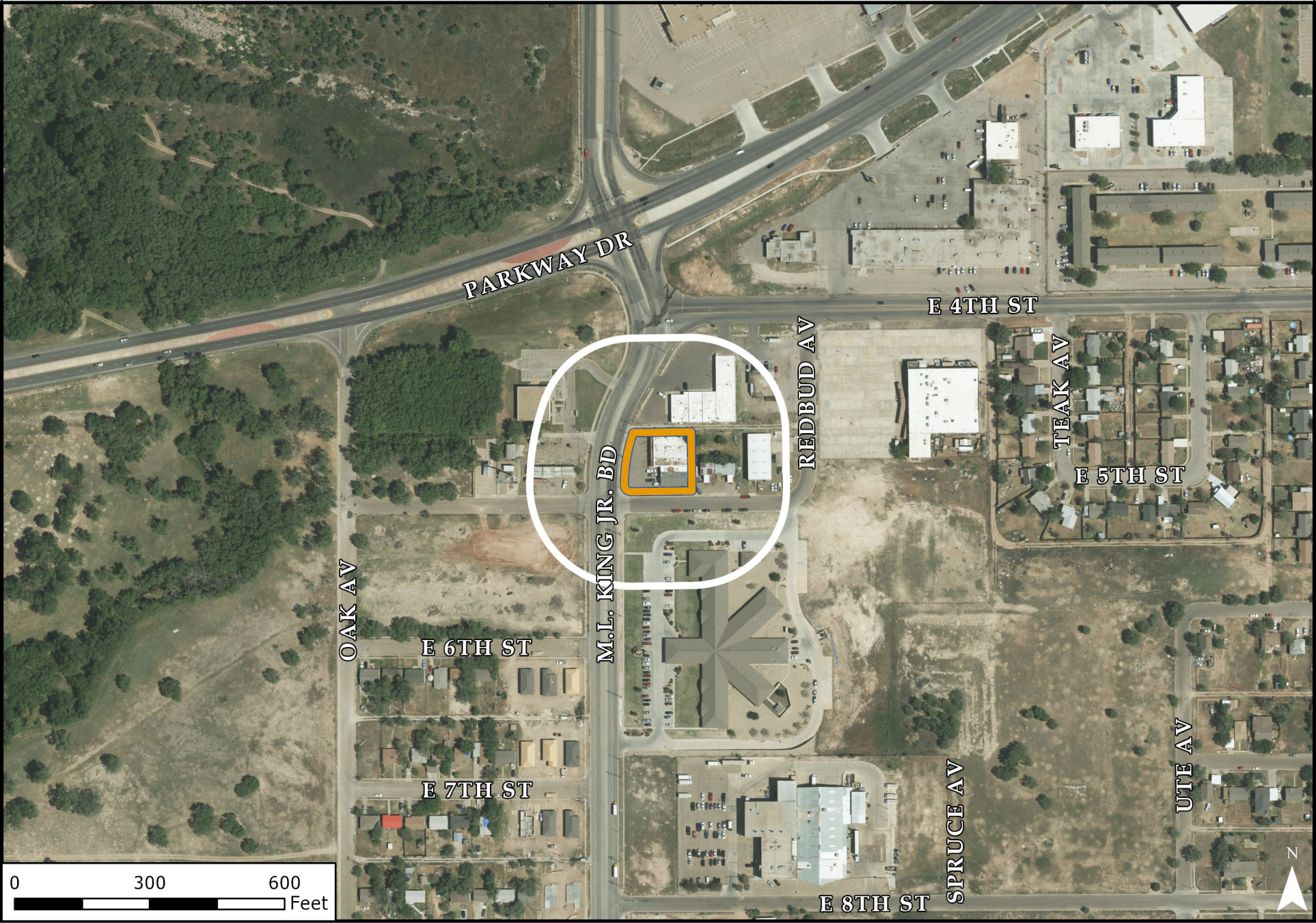
Legend

- LocatorPnt0647_A
- ◻ MailoutBuffer0647_A
- Notification Result**
 - In Favor
 - Opposed



Created by Planning Department
Date: 5/20/2022

Case Number 0647-A



PARKWAY DR

E 4TH ST

REDBUD AV

TEAK AV

E 5TH ST

OAK AV

E 6TH ST

M.L. KING JR. BD

E 7TH ST

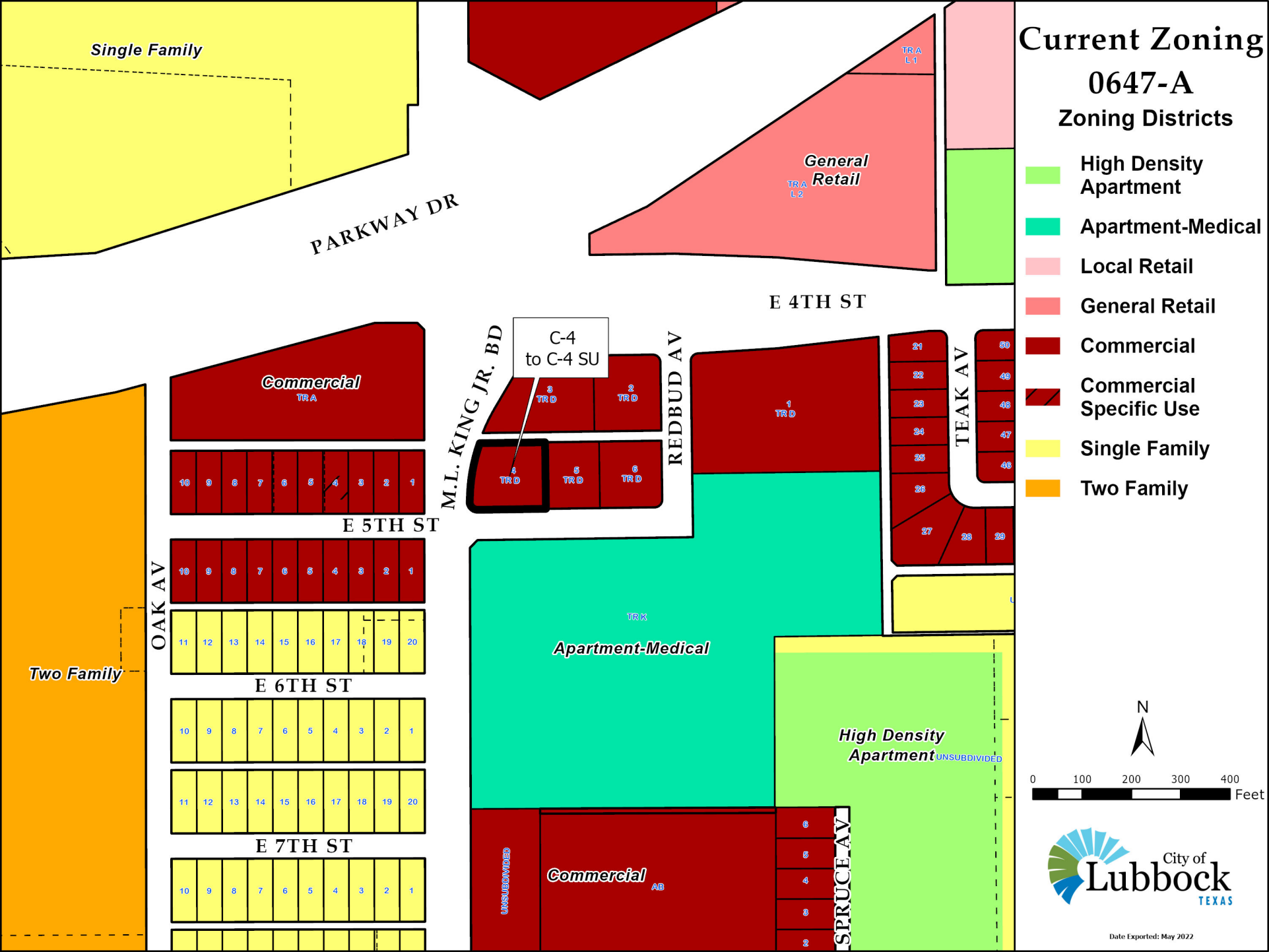
SPRUCE AV

E 8TH ST

UTE AV

0 300 600 Feet





0647-A



View to the north. Subject Property



View to the east.



View to the south.



View to the west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 407 MIK Lubbock Tx
Lots/Tracts: Lot 4 TR D
Survey & Abstract: _____
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: .45 acres
Existing Land Use: Commercial Existing Zoning: C-4
Requested Zoning: C-4 Spec use for a bar
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: El Cadete Sports Bar
Name: Lillian Ramirez
Address: 6012 Vernon City: Lubbock State: TX
ZIP Code: 79412 Telephone: 806 218-1254 Email: Lillian.ramirez345@gmail.com
Applicant's Signature: [Signature]
Date: 4.27.2022 Printed Name: Lillian Ramirez

Owner Information

Firm Name: JJ's Sparkle Shop
Owner: Johnny James
Address: 1707 E 5th St City: Lubbock State: Texas
ZIP Code: 79409 Telephone: 806-7787135 Email: Gravajb@yahoo.com
Property Owner's Signature: [Signature]
Date: 4-27-22 Printed Name: Johnny James

Preparer Information

Preparer's Signature: [Signature]
Date: 4.27.2022 Printed Name: Lillian Ramirez

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.



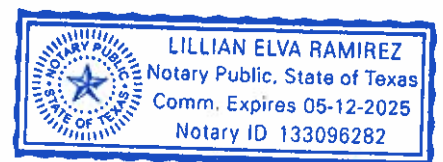
EL CADETE SPRORTS BAR

407 MLK LUBBOCK TX

4/21/2022

MY NAME IS LILLIAN RAMIREZ, OWNER
OF EL CADETE SPORTS BAR @407 MLK
LUBBOCK TX 79404, IM NEEDIND
ADDATIONAL PARKING SO I CAN OPEN
MY PLACE OF BUSINESS I WILL MAKE
SURE ALL TRASH IS CLEANED UP BEFORE
YOUR BUSINESS HOURS.

THANK YOU, LILLIAN RAMIREZ



NAME DANIELLE EAST

ADDRESS 405 MLK JR BVD, SUITE B, LUBB. TX

SIGN [Signature] DATE 4/21/2022

NAME Johnny James

ADDRESS 1707 E 5th Lubbock Tx 79404

SIGN Johnny James DATE 4-21-2022

NAME-----

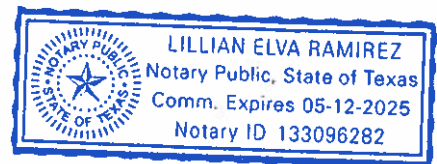
ADDRESS-----

SIGN-----DATE-----

NAME-----

ADDRESS-----

SIGN-----DATE-----





Lubbock Police Department

Crime Analysis Unit

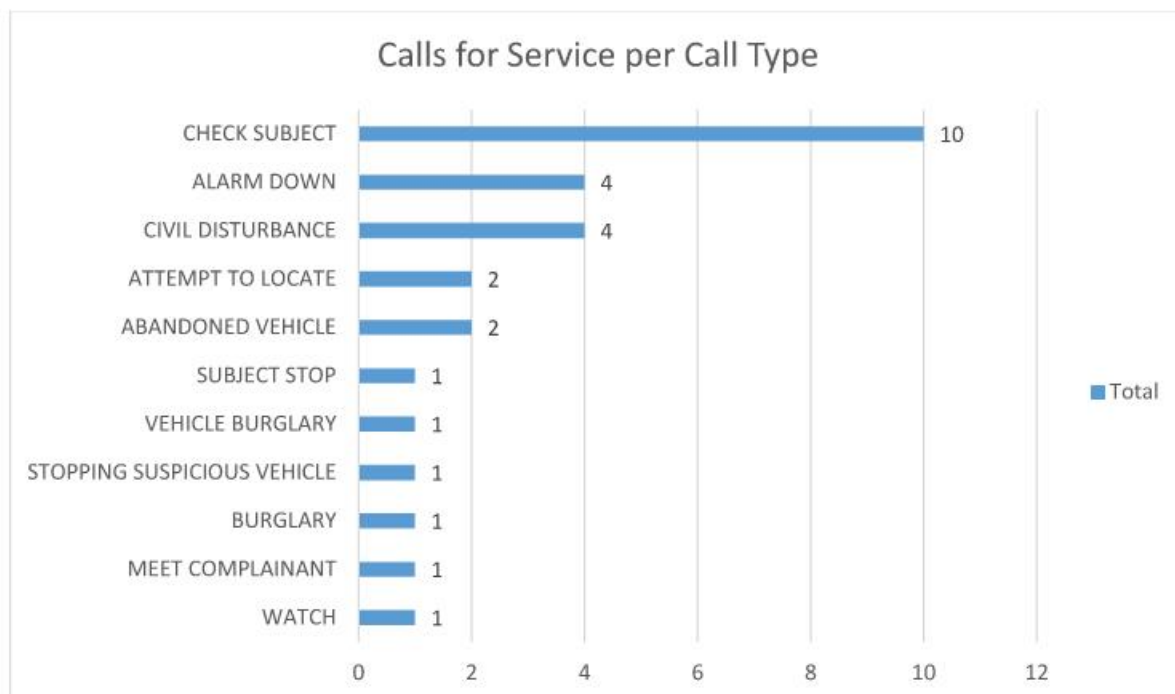
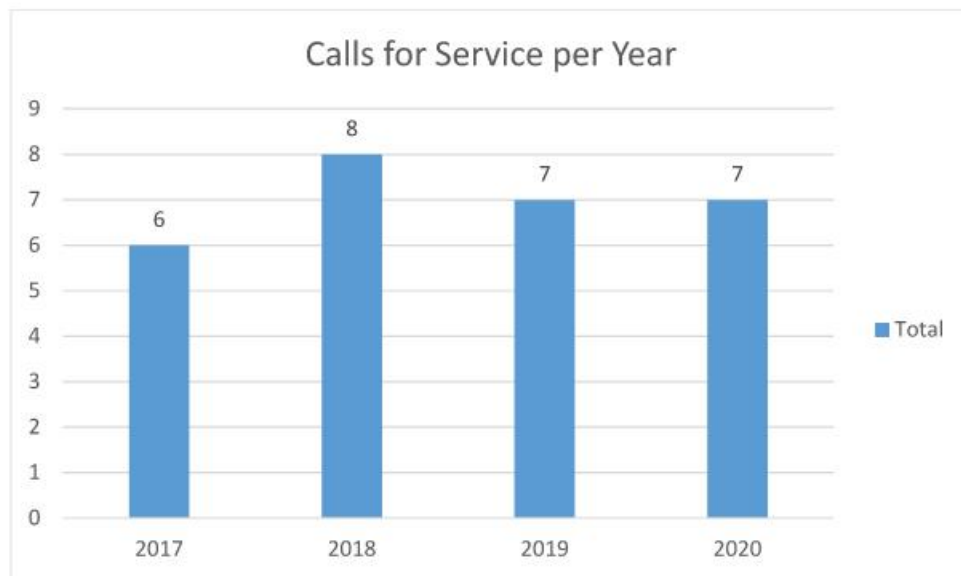
May 25, 2022

407 Martin Luther King Blvd. Calls & Offenses

1/1/2017 – 4/30/2022

Calls for Service

There were 28 total calls for service to this location between January 2017 and October 2020. Since this timeframe, there have been no calls for service to this address.



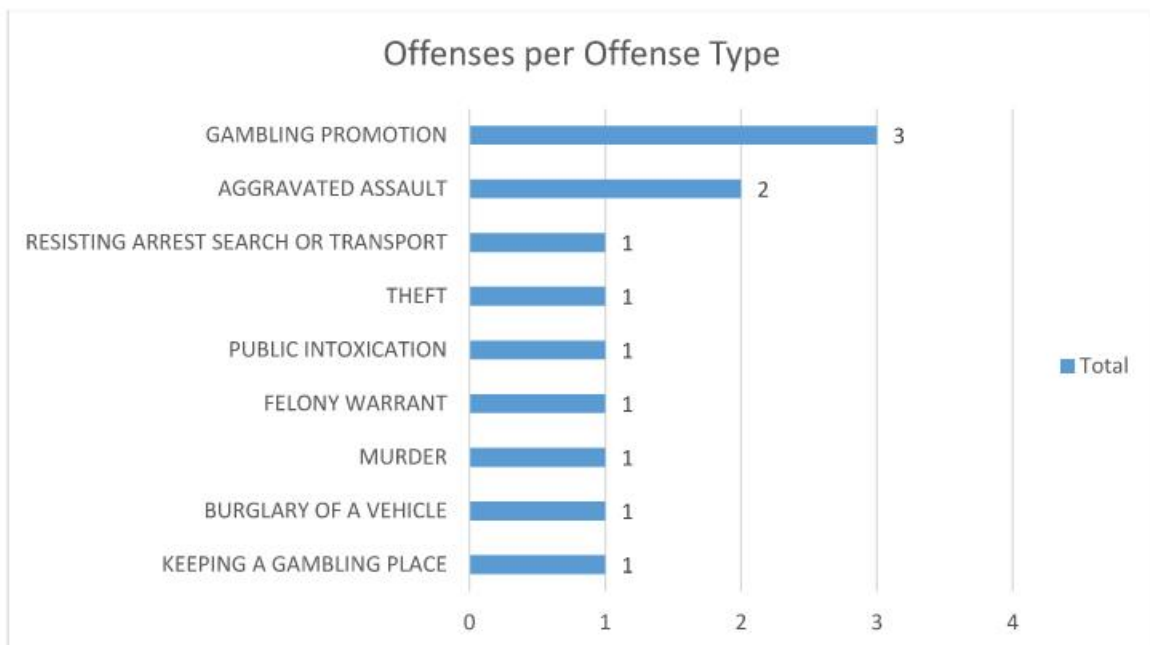
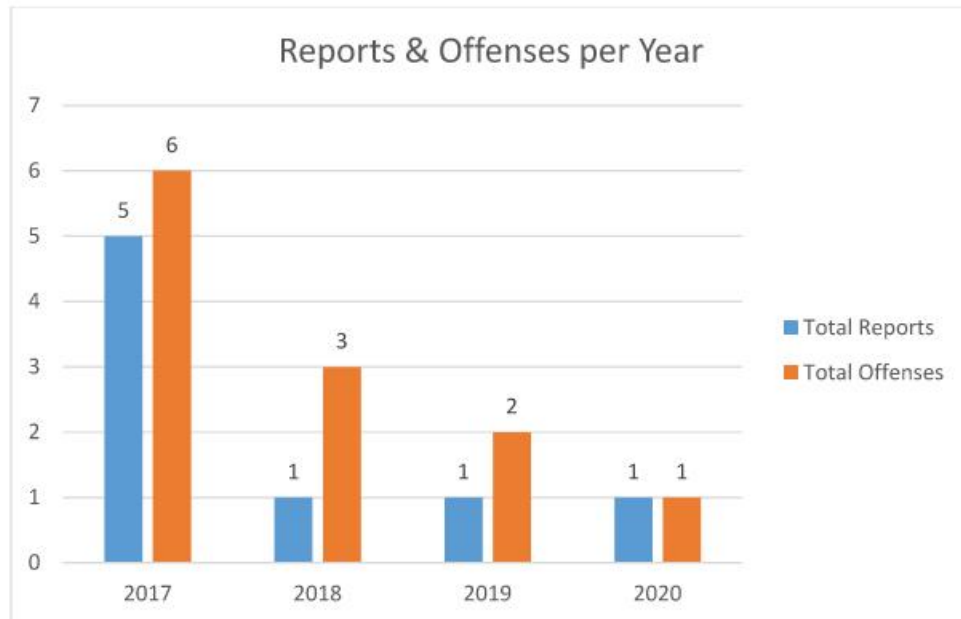


Lubbock Police Department

Crime Analysis Unit

Police Reports & Offenses

There were 8 total reports associated with this location between January 2017 and October 2020. Since this timeframe, there have been no additional reports written for this address. Among the 8 reports, there were 12 total offenses reported, including a murder in 2019.



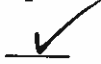
City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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.: **0647-A**

In Favor



Opposed

☐

Reasons and/or Comments:

Print Name

Terry L. Humphrey

Signature:

Terry Humphrey

Address:

6310 76th St. Lbb, TX 79424

Address of Property Owned:

1708 E 4th St Lbb, TX 79403

Phone Number:

(806) 543-8855

Email:

Terryhumphrey50@gmail.com

Zone Case Number: **0647-A**

R83082

Recipient 2 of 7

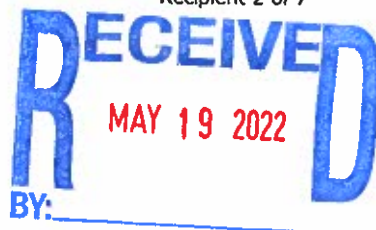
HUMPHREY TERRY

HUMP INVESTMENTS

6310 76TH ST

LUBBOCK

TX 79424-1757



Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 3257-O, a request of City of Lubbock, Lubbock Fire Rescue, for a Specific Use for Public Use on property zoned Garden Office District (GO), at 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff is not making a recommendation on the request. The Planning and Zoning Commission heard this case on June 2, 2022, 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 3257-O

Staff Report 3257-O

Documentation 3257-O

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. 3257-O; A ZONING CHANGE FROM GO TO GO SPECIFIC USE FOR PUBLIC USE, AT 3302 142ND STREET, LOCATED NORTH OF 142ND STREET AND EAST OF INDIANA AVENUE, ON 2.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 3257-O

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 GO Specific Use for public use** zoning district at **3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1, 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 **GO** 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 **3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

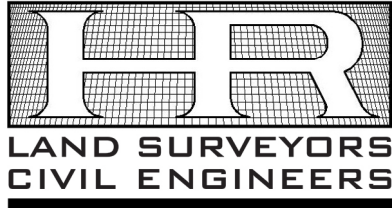


Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



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

METES AND BOUNDS DESCRIPTION of a 2.500 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being a portion of that 60.015 acre tract of land as described under County Clerk File Number 2017021344, Official Public Records of Lubbock County, Texas, said 2.500 acre tract being further described as follows:

BEGINNING at an "x" chiseled in concrete set in the North right-of-way line of 142nd Street as described under County Clerk File Number (CCFN) 2020008833, Official Public Records of Lubbock County, Texas (OPRLCT), and the most Southerly Southeast corner of Tract "A", Police Department South Substation Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2020008833, OPRLCT, for the Southwest corner of this tract which bears N. 01°46'00" E. a distance of 1235.49 feet and S. 88°02'16" E. a distance of 445.00 feet from the Southwest corner of Section 1, Block AK, Lubbock County, Texas;

THENCE N. 46°51'52" E., along the Eastern boundary of said Tract "A", a distance of 14.12 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC." found;

THENCE N. 01°46'00" E., continuing along the Eastern boundary of said Tract "A", a distance of 200.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Northeast corner of said Tract "A" bears N. 01°46'00" E. a distance of 200.00 feet;

THENCE S. 88°02'16" E. a distance of 509.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northeast corner of this tract;

THENCE S. 43°02'16" E. a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'44" W. a distance of 185.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Southeast corner of this tract;

THENCE S. 46°57'44" W. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southeast corner of this tract;

THENCE N. 88°02'16" W., at 473.70 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of said 142nd Street, continuing along the North line of said 142nd Street for a total distance of 513.70 feet to the Point of Beginning.

Contains: 108,890 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

Surveyed on the ground,
June 28, 2021



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



Staff Report		Zone Case 3257-O
City Council Meeting		June 28, 2022

Applicant City of Lubbock, Lubbock Fire Rescue

Property Owner City of Lubbock, Lubbock Fire Rescue

Council District 4

Recommendations

- Staff is not making a recommendation

Prior Board or Council Action

- April 28, 2016, Ordinance 2016-O0054. This property was annexed and zoned Transition District (T).
- October 13, 2016, Zone Case 3257-B, Ordinance No. 2016-O147: This property was rezoned from T to Single-Family District (R-1) Specific Use.
- September 15, 2021, Zone Case 3257-L, Ordinance No. 2021-O0120: This property was rezoned from R-1 Specific Use to Garden Office District (GO).
- June 2, 2022, Zone Case 3257-O: The Planning and Zoning Commission recommended approval of a Specific Use for Public Use on property zoned Garden Office District (GO) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 2
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property consists of 2.5 acres of unplatted land out of Block AK, Section 1. It has remained vacant since annexation. A new fire station is proposed at this location.

Adjacent Property Development

Property to the north is vacant and zoned GO. Properties to the east and south are vacant and zoned Single-Family District (R-1). Property to the west is zoned Apartment-Medical District (AM) Specific Use and is developed with a police substation.

Zoning Request and Analysis

Item Summary

The subject property is located at 3302 142nd Street, north of 142nd Street and east of Indiana Avenue. The applicant requests a Specific Use for Public Use on property zoned Garden Office District.

Current zoning: Garden Office

Requested zoning: Specific Use for Public Use

Intent Statements

The intent of the current GO zoning is, "... to 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.”

The intent of the proposed Specific Use District, “... 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.”

Traffic Network/Infrastructure Impacts

The proposed Specific Use location is along 142nd Street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. The primary function of Local Streets is to provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property

The proposed Specific Use is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Specific Use is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed Specific Use and may need some additional public improvements as the property is unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Photos
- F. Application and supporting documentation

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3257-O



Allowable Uses: [Garden Office District \(GO\)](#)

[Specific Use](#)

Transportation: The proposed development has a point of access from 142nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
142 nd Street, <i>Local Street, Not Completed</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.5 District 4

Case 3257-O: City of Lubbock, Lubbock Fire Rescue
Request for a Specific Use for Public Use on property zoned Garden Office District (GO), at:

- 3302 142nd Street, located north of 142nd Street and east of Indiana Avenue, on 2.5 acres of unplatted land out of Block AK, Section 1.

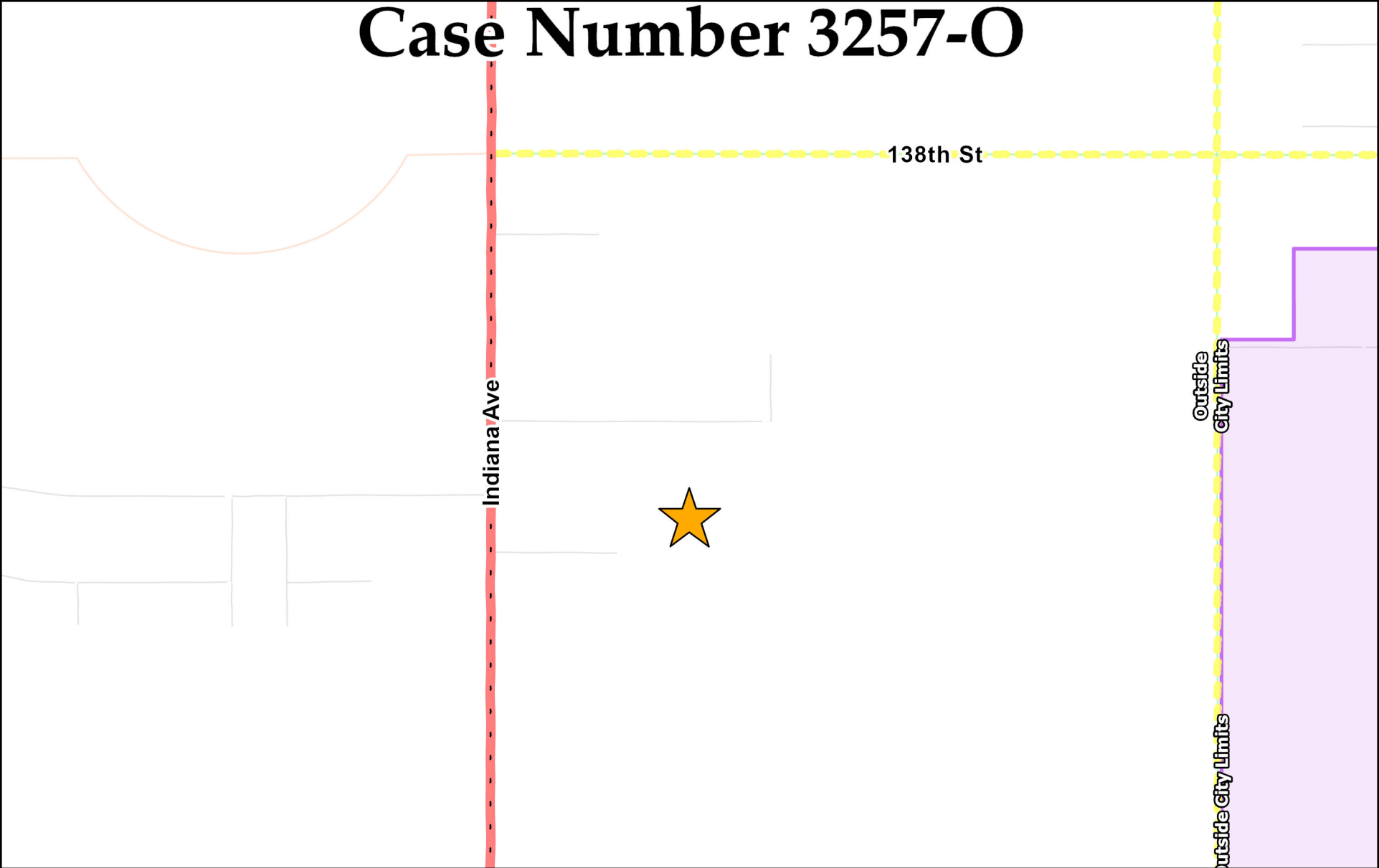
PLANNER ASHLEY PADILLA stated there were two (2) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff did not make a recommendation on this request.

APPLICANT DEPUTY CHIEF ROB KEINAST stated this new fire station will be the furthest south out of all the fire stations. There is a police substation to the west and a University Medical Center EMS station to the north. It will be the public safety area for the south part of town.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3257-O** a motion was made by **SUSAN TOMLINSON** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3257-O



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

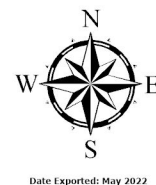
- Partial
- Future

Principal Arterial

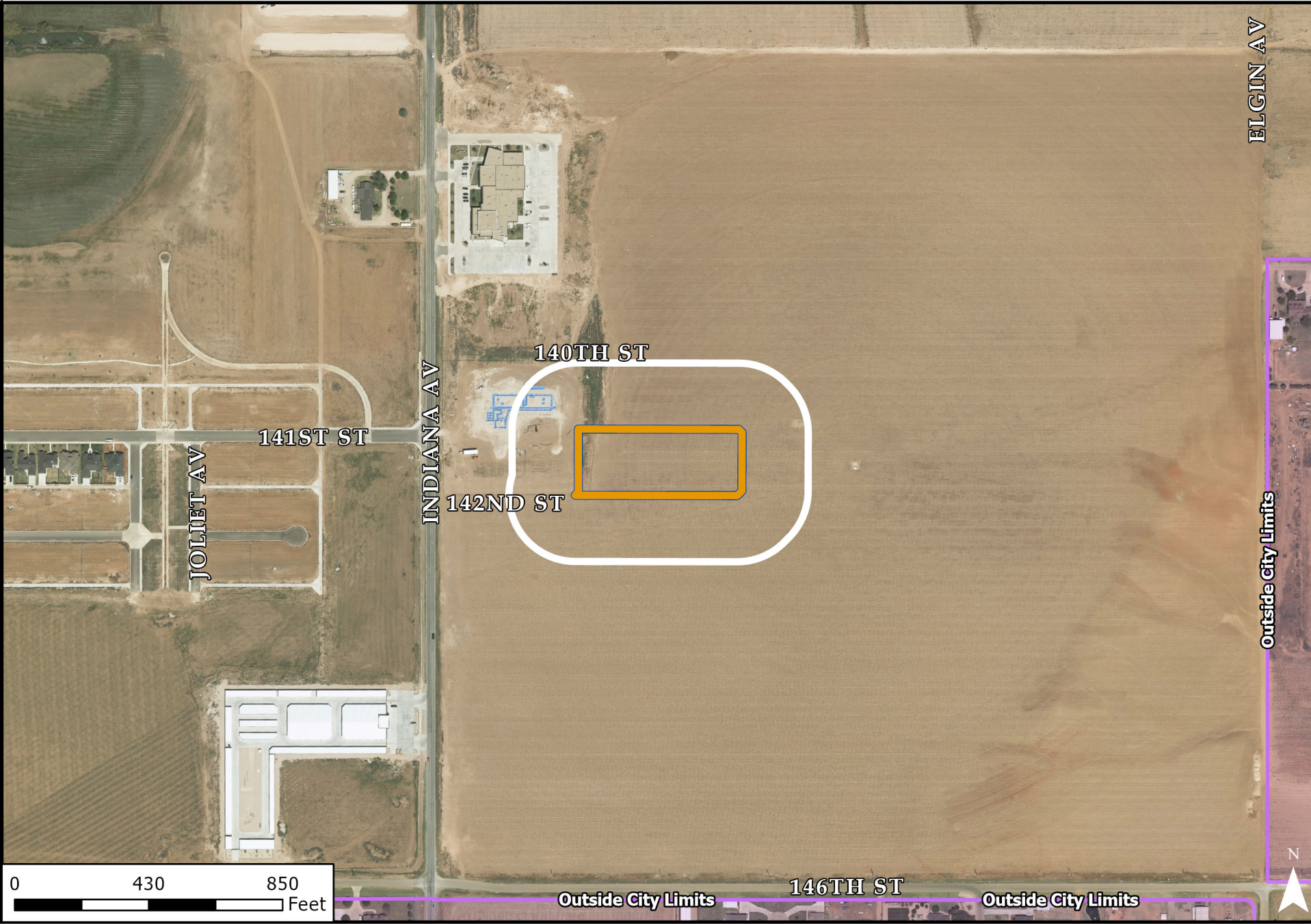
- Completed
- Partial
- Future

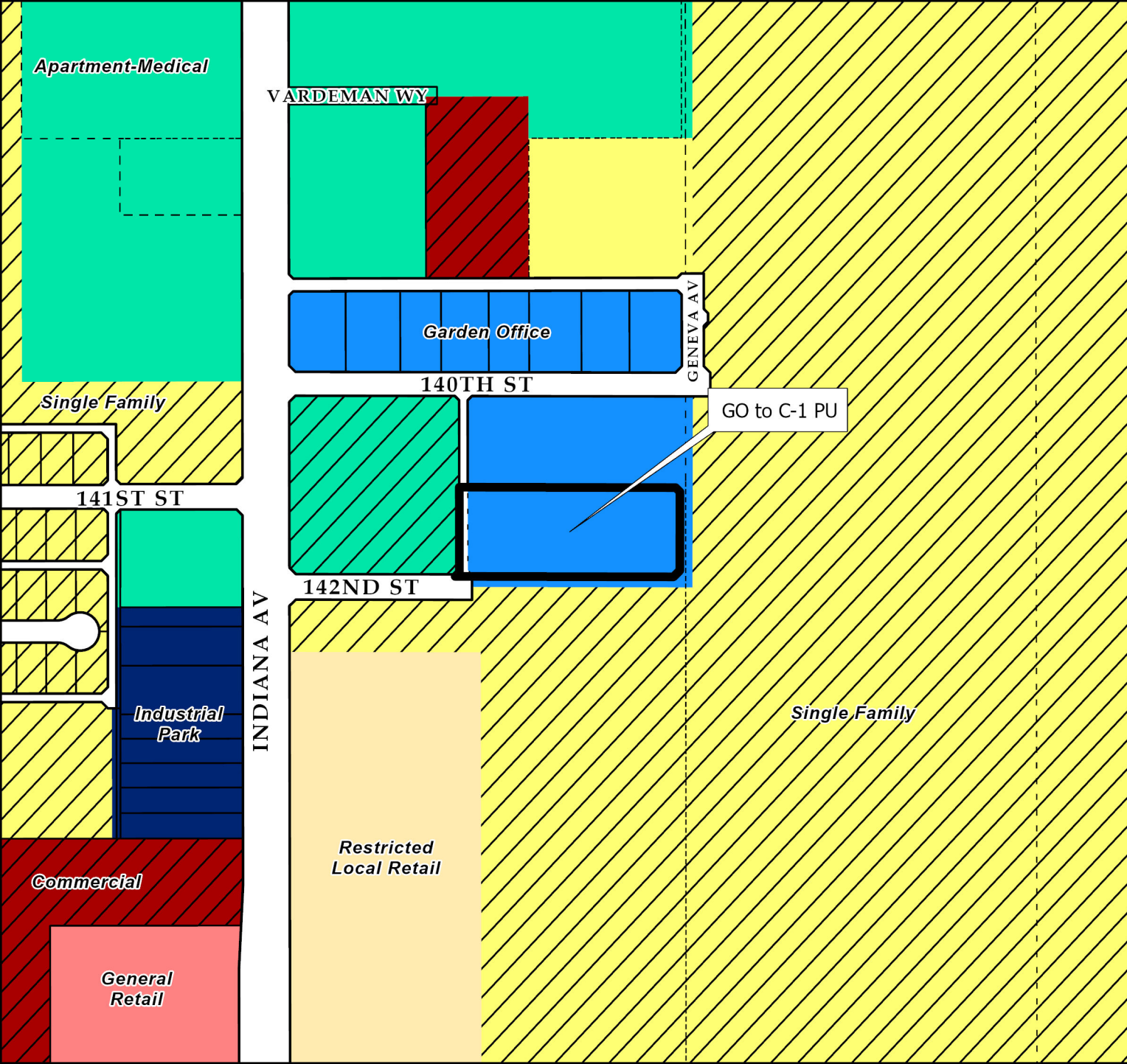
Freeway

- Completed
- Partial
- Proposed Outer Loop



Case Number 3257-O



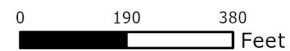


Current Zoning

3257-O

Zoning Districts

-  Apartment-Medical
-  Apartment-Medical Specific Use
-  Restricted Local Retail
-  General Retail
-  Commercial Specific Use
-  Garden Office
-  Industrial Park
-  Single Family
-  Single Family Specific Use



3257-O



Subject property. View to the east.



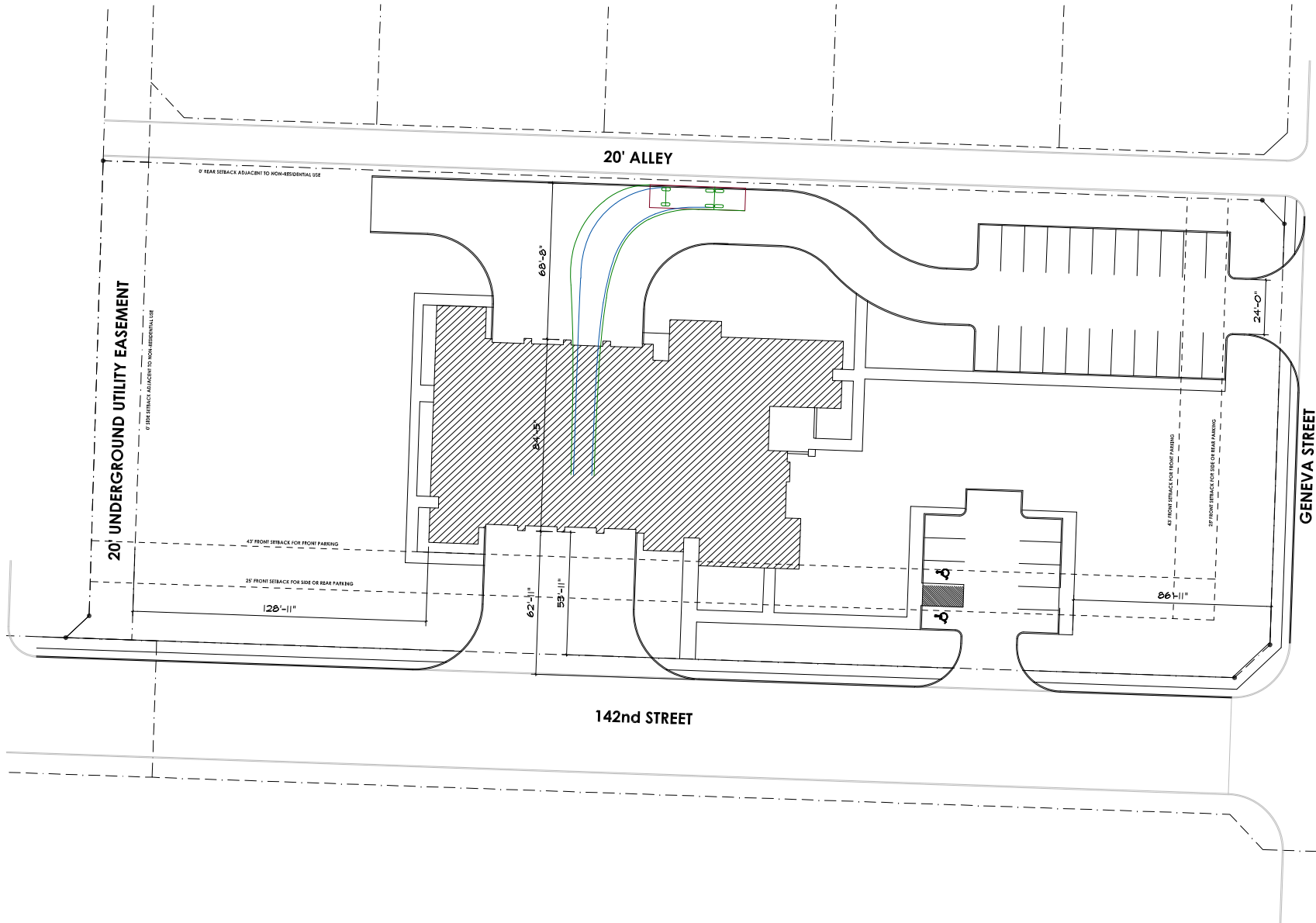
View to the south.



View to the north.



View to the west.



These plans are conceptual only. Layout and size of the facility are subject to change.

CITY OF LUBBOCK FIRE STATION 20

Project Number: 22122.0.0 Date: 04-25-2022

CONCEPTUAL SITE PLAN

BRINKLEY SARGENT WIGINTONARCHITECTS



PERIMETER SURVEY OF A 2.500 ACRE TRACT
OF LAND LOCATED IN
SECTION 1, BLOCK AK
LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 2.500 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being a portion of that 60.015 acre tract of land as described under County Clerk File Number 2017021344, Official Public Records of Lubbock County, Texas, said 2.500 acre tract being further described as follows:

BEGINNING at an "x" chiseled in concrete set in the North right-of-way line of 142nd Street as described under County Clerk File Number (CCFN) 2020008833, Official Public Records of Lubbock County, Texas (OPRLCT), and the most Southerly Southeast corner of Tract "A", Police Department South Substation Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2020008833, OPRLCT, for the Southwest corner of this tract which bears N. 01°46'00" E. a distance of 1235.49 feet and S. 88°02'16" E. a distance of 445.00 feet from the Southwest corner of Section 1, Block AK, Lubbock County, Texas;

THENCE N. 46°51'52" E., along the Eastern boundary of said Tract "A", a distance of 14.12 feet to 1/2" iron rod with cap marked "HUGO REED & ASSOC." found.

THENCE N. 01°46'00" E., continuing along the Eastern boundary of said Tract "A", a distance of 200.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northwest corner of this tract, from whence a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at the most Easterly Northeast corner of said Tract "A" bears N. 01°46'00" E. a distance of 200.00 feet

THENCE S. 88°02'16" E. a distance of 509.42 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Northerly Northeast corner of this tract;

THENCE S. 43°02'16" E. a distance of 14.14 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Northeast corner of this tract;

THENCE S. 01°57'44" W. a distance of 185.00 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Easterly Southeast corner of this tract;

THENCE S. 46°57'44" W. a distance of 21.21 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southeast corner of this tract;

THENCE N. 88°02'16" W., at 473.70 feet pass a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for the Northeast corner of said 142nd Street, continuing along the North line of said 142nd Street for a total distance of 513.70 feet to the Point of Beginning.

Contains: 138,890 square feet

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, 2011 (epoch 2010.0). Distances are Surface, U.S. Survey Feet.

TITLE COMMITMENT

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

CERTIFICATION TO: City of Lubbock, Western Title, Thomas Payne, Rocket Partners I, LLC

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5167, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

Surveyed on the ground: June 28, 2021

Revised September 7, 2021 to correct street name

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



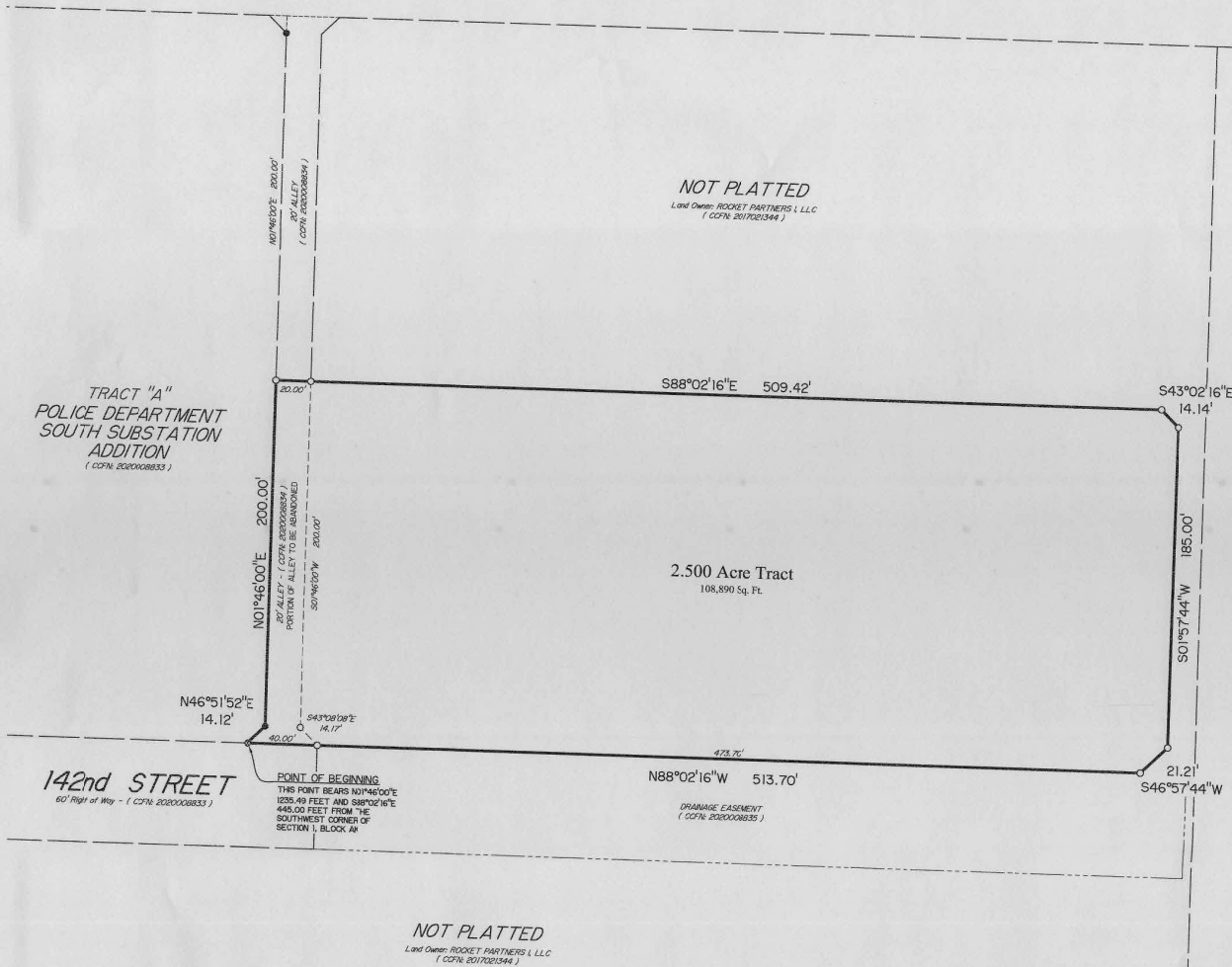
SCALE: 1"=50'

HEAVY LINES INDICATE PLAT LIMITS
CCFN - COUNTY CLERK FILE NUMBER
CONTROL MONUMENTS AS FOUND & SHOWN
● - SET. "x" CUT ON CONCRETE
○ - SET 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
● - FD. 1/2" IRON ROD w/CAP MARKED "HUGO REED & ASSOC."
20211468/SC(D.G.)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED & ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1901 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 783-5545
FAX: 806 / 783-5551

Copyright 2020, Hugo Reed and Associates, Inc. for the sole use of Title Co. for CCF # and any other identification as indicated in the certificate above herein.





Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Viridian Tract "F"

Lots/Tracts: Viridian Tract "F"

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☒ No ☐

Total Acreage of Request: 2.4

Existing Land Use: Vacant

Existing Zoning: Garden Office

Requested Zoning: Specific Use for Public Use

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Applicant's Signature: _____

Date: _____ Printed Name: _____

Owner Information

Firm Name: City of Lubbock, Lubbock Fire Rescue

Owner: City of Lubbock, Lubbock Fire Rescue

Address: 1515 E Ursuline City: Lubbock State: TX

ZIP Code: 79403 Telephone: 806-775-2631 Email: rkeinast@mylubbock.us

Property Owner's Signature: Rob Keinast

Date: 4-26-2022 Printed Name: Deputy Chief Rob Keinast

Preparer Information

Preparer's Signature: Rob Keinast

Date: 4-26-2022 Printed Name: Deputy Chief Rob Keinast

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.

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 3356-A, a request of Betenbough Homes, for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC), at 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, 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 3356-A

Staff Report 3356-A

Documentation 3356-A

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. 3356-A; A ZONING CHANGE FROM C-3 TO IHC ZONING DISTRICT AT 3136 130TH STREET, LOCATED NORTH OF 130TH STREET AND WEST OF FLINT AVENUE, ON 4.201 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 21, 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. 3356-A

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 **IHC** zoning district at **3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3356-A
June 2, 2022



**METES AND BOUNDS FOR
A 4.201 ACRE TRACT,
LOCATED IN SECTION 21, BLOCK E2,
L.A. PATILLO SURVEY, ABSTRACT NO. 270,
LUBBOCK COUNTY, TEXAS**

(Sheet 1 of 2)

Metes and Bounds description for a 4.201 acre tract of land located in Section 21, Block E2, L.A. Patillo Survey, Abstract No. 270, being a portion of that certain 60.28 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2010037777 of the Official Public Records of Lubbock County, Texas, said metes and bounds contain 4.201 acres of land being further described as follows:

BEGINNING at a point in the north right-of-way line of F.M. 1585/130th Street(future Loop 88), of these tract, having coordinates of Northing: 7,236,782.47 and Easting: 937,017.41 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone,;

THENCE N. 01° 39' 46" E. an approximate distance of 259.94 feet to the southwest corner of the plat limits of Lots 60 through 77, Bella Mia Estates as recorded in the map, plat and/or dedication deed thereof recorded in County Clerk's File Number 2012036311;

THENCE S. 88° 12' 32" E. an approximate distance of 20.00 feet;

THENCE N. 46° 45' 35" E. an approximate distance of 14.15 feet to a point in the south right-of-way line of an alley, previously dedicated in said Bella Mia Estates;

THENCE S. 88° 16' 21" E., along the south right-of-way line of said alley, an approximate distance of 805.22 feet;

THENCE S. 43° 16' 22" E. an approximate distance of 14.14 feet, to a point in the west right-of-line of Flint Avenue, previously dedicated in said Bella Mia Estates;

THENCE S. 01° 43' 38" W. an approximate distance of 12.97 feet;

THENCE N. 88° 02' 19" W. an approximate distance of 194.56 feet;

THENCE S. 01° 54' 16" W. an approximate distance of 257.48 feet;

THENCE N. 87° 31' 45" W. an approximate distance of 383.21 feet;

THENCE N. 87° 14' 53" W. an approximate distance of 266.45 feet to the **POINT OF BEGINNING**. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description prepared for zoning purposes only, with information from previous surveys and does not represent a survey as made upon the ground.

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

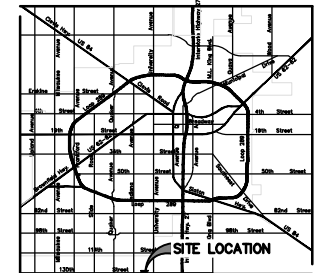
A 4.201 ACRE TRACT OF LAND
LOCATED IN
SECTION 21, BLOCK E2,
LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

 - ZONING REQUEST TO IHC FROM C-3,
GENERAL RETAIL DISTRICT



SCALE: 1"=100'



VICINITY MAP
NOT TO SCALE

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

P:\2022\BELLA MIA ZONE CASE\BELLA MIA ZONE CASE.dwg, 4/26/2022 15:49:26



Staff Report		Zone Case 3356-A
City Council Meeting		June 28, 2022

Applicant Betenbough Homes

Property Owner Betenbough Homes

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- December 6, 2006, Ordinance No. 2006-00121: This property was annexed into city limits and zoned Transition District (T).
- October 8, 2018, Zone Case 3356, Ordinance No. 2018-00122: This property was rezoned from T to General Retail District (C-3).
- June 2, 2022, Zone Case 3356-A: The Planning and Zoning Commission recommended approval of a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 16
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This property consists of 4.201 acres of unplatted land out of Block E2, Section 21. It has remained vacant since annexation.

Adjacent Property Development

This property is surrounded by single-family residences zoned T to the north, vacant unsubdivided property zoned T to the west, and vacant unsubdivided property zoned C-3 to the south and east.

Zoning Request and Analysis

Item Summary

The subject property is located at 3136 130th Street, north of 130th Street and west of Flint Avenue. The applicant is requesting a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC).

Current zoning: General Retail District (C-3)

Requested zoning: Interstate Highway Commercial District (IHC)

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 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. Special consideration shall be given building height for developments adjacent to Mackenzie State Park, the Yellowhouse Canyon Lakes, and the Central Business District.”

Traffic Network/Infrastructure Impacts

The property is located north of 130th Street (future Loop 88) which is designated as a proposed Freeway and west of Flint Avenue which is designated as a Collector street. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Collectors are designed for medium volumes of vehicles operating at lower speeds.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates the subject property for Commercial uses. The requested zone change to IHC is consistent with this designation.

Conformance with Zoning Ordinance

The proposed zone change request is in conformance with the Zoning Ordinance and will be appropriate in the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed zoning, but may require additional public improvements due to the property being unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3356-A



Allowable Uses: [Interstate Highway Commercial District \(IHC\)](#)

Transportation: The proposed development has a point of access from 130th Street (Loop 88)

Thoroughfare	Existing	Per Thoroughfare Development Plan
Loop 88 <i>Freeway, Proposed Outer Loop</i>	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 320 feet, six-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

5.6 District 4

Case 3356-A: Betenbough Homes

Request for a zone change from General Retail District (C-3) to Interstate Highway Commercial District (IHC) at:

- 3136 130th Street, located north of 130th Street and west of Flint Avenue, on 4.201 acres of unplatted land out of Block E2, Section 21

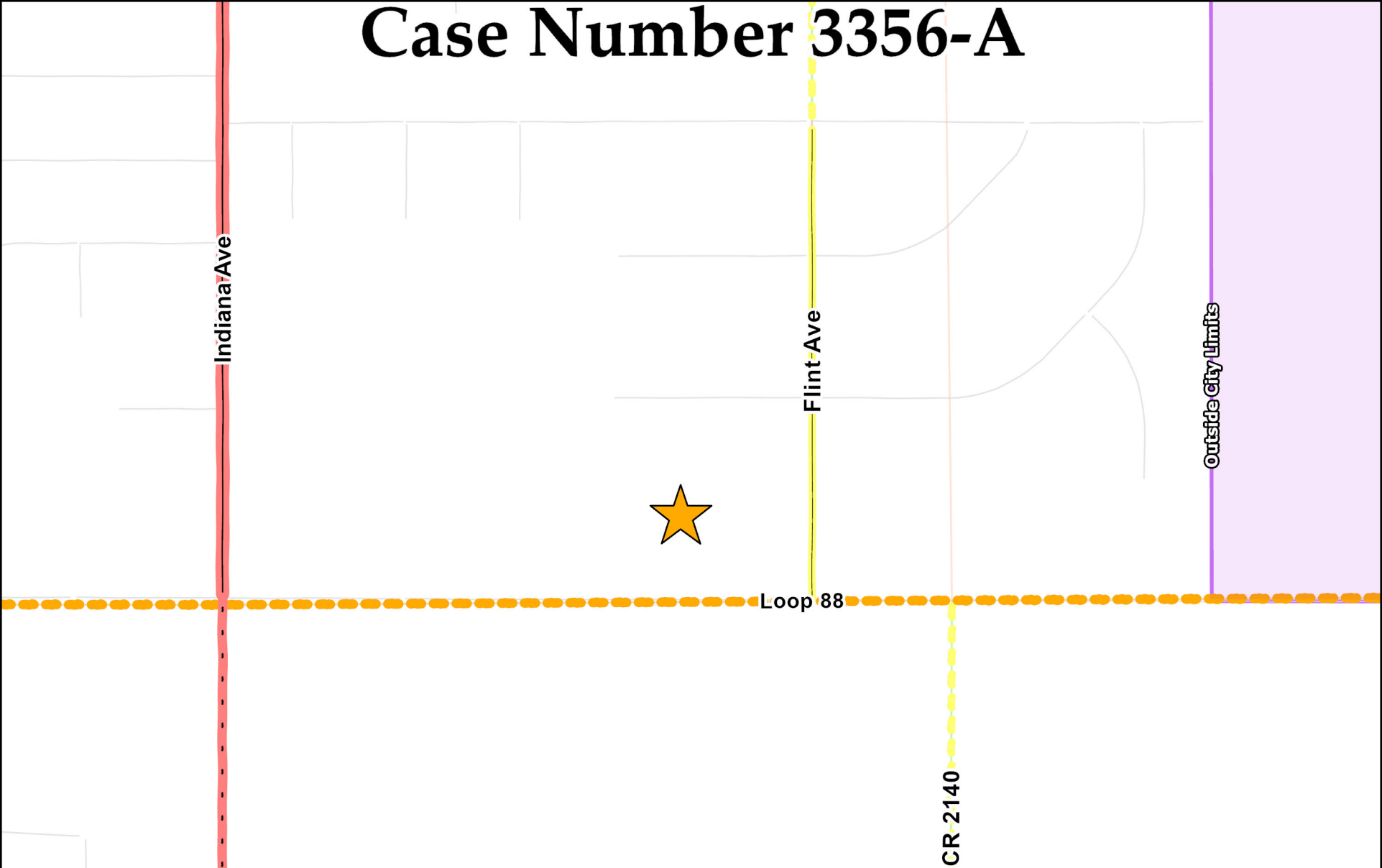
PLANNER CASSIE BERMEA stated there were sixteen (16) notifications sent out and zero (0) returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT RONNIE WALLACE 10513 Valencia Avenue representing Betenbough Homes advised this request provides a great opportunity for more flexibility off Loop 88 and it would provide a barrier for existing homes to the north.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 3356-A** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3356-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

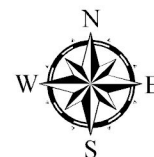
- Partial
- Future

Principal Arterial

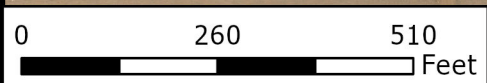
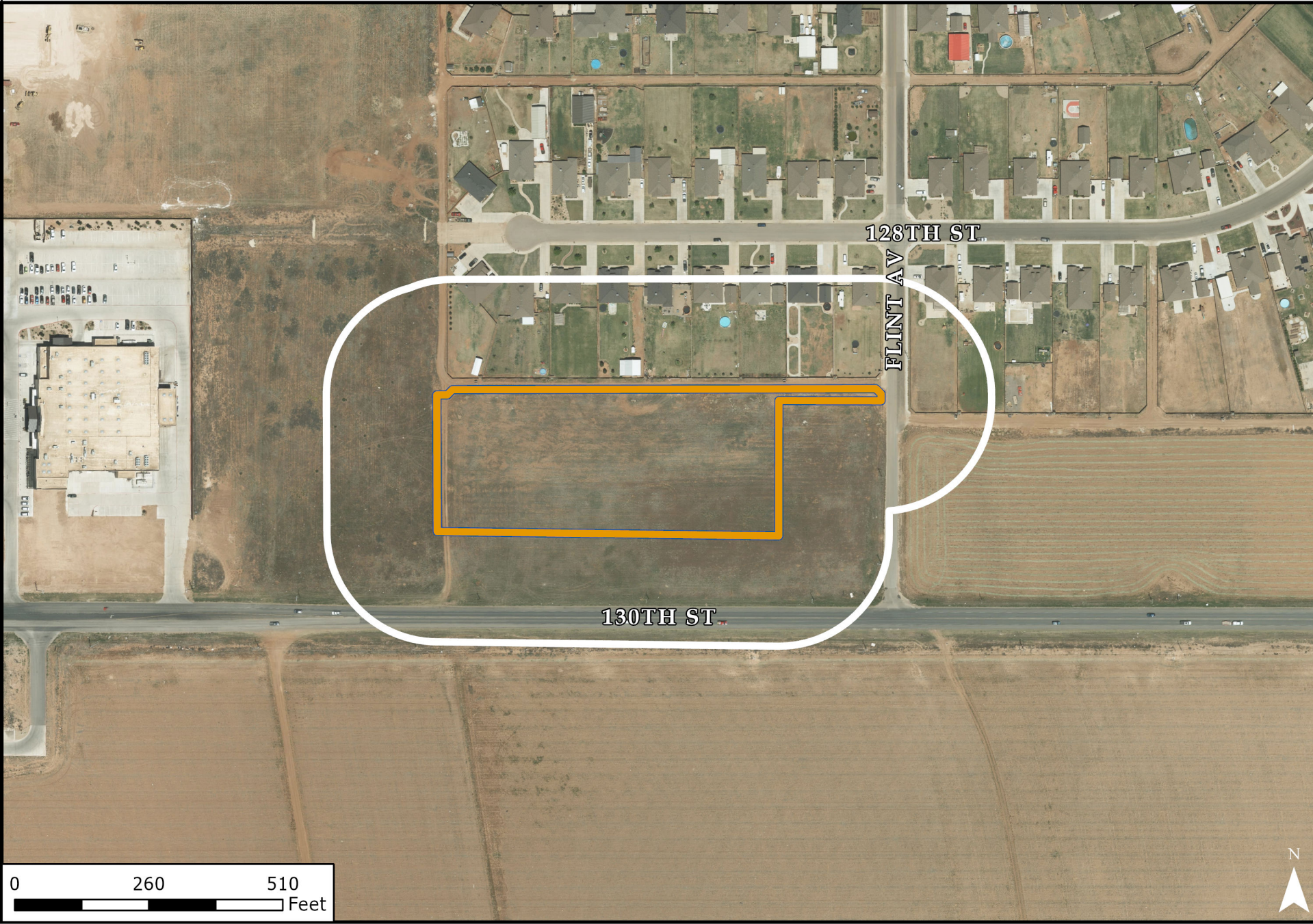
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop








Case Number 3356-A

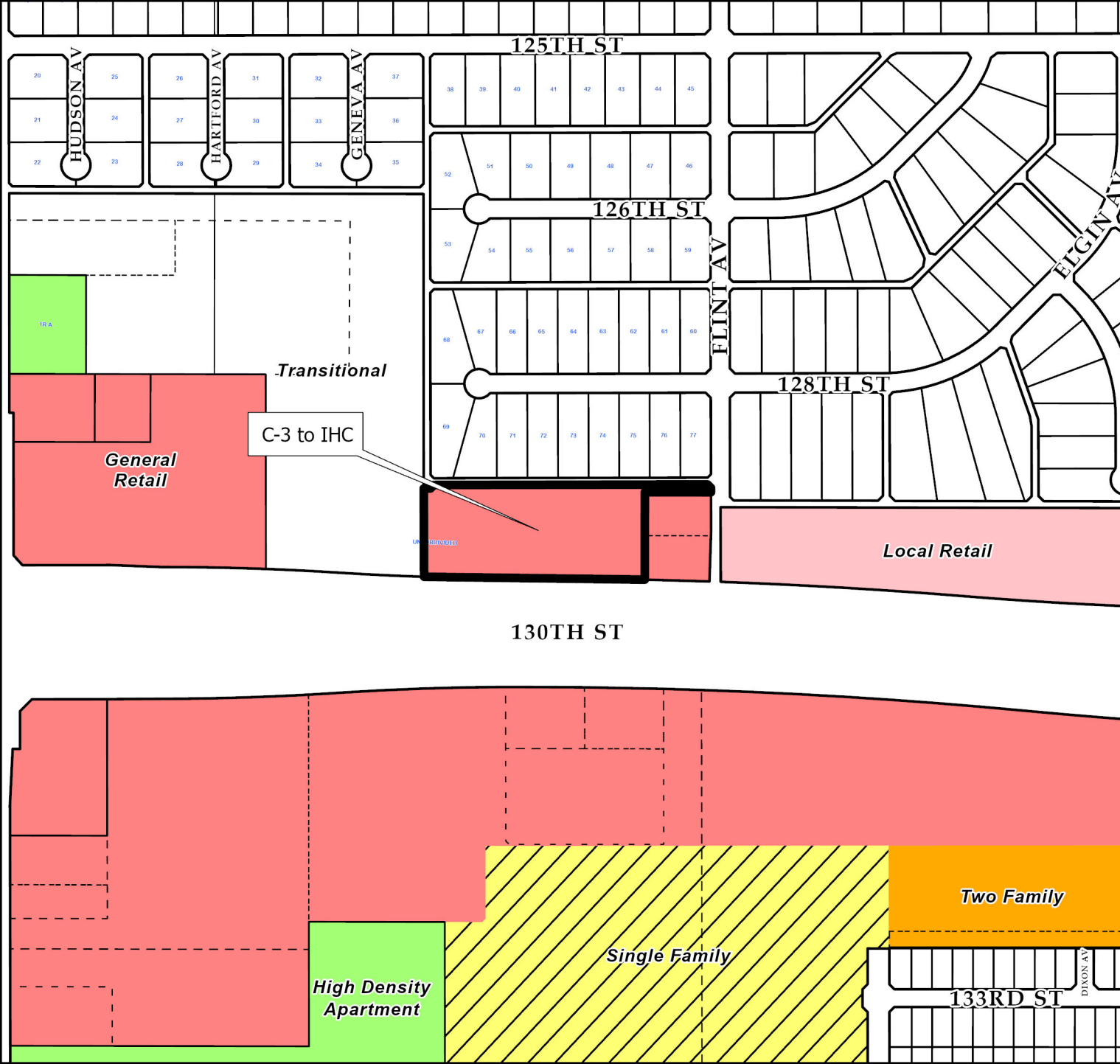


Current Zoning

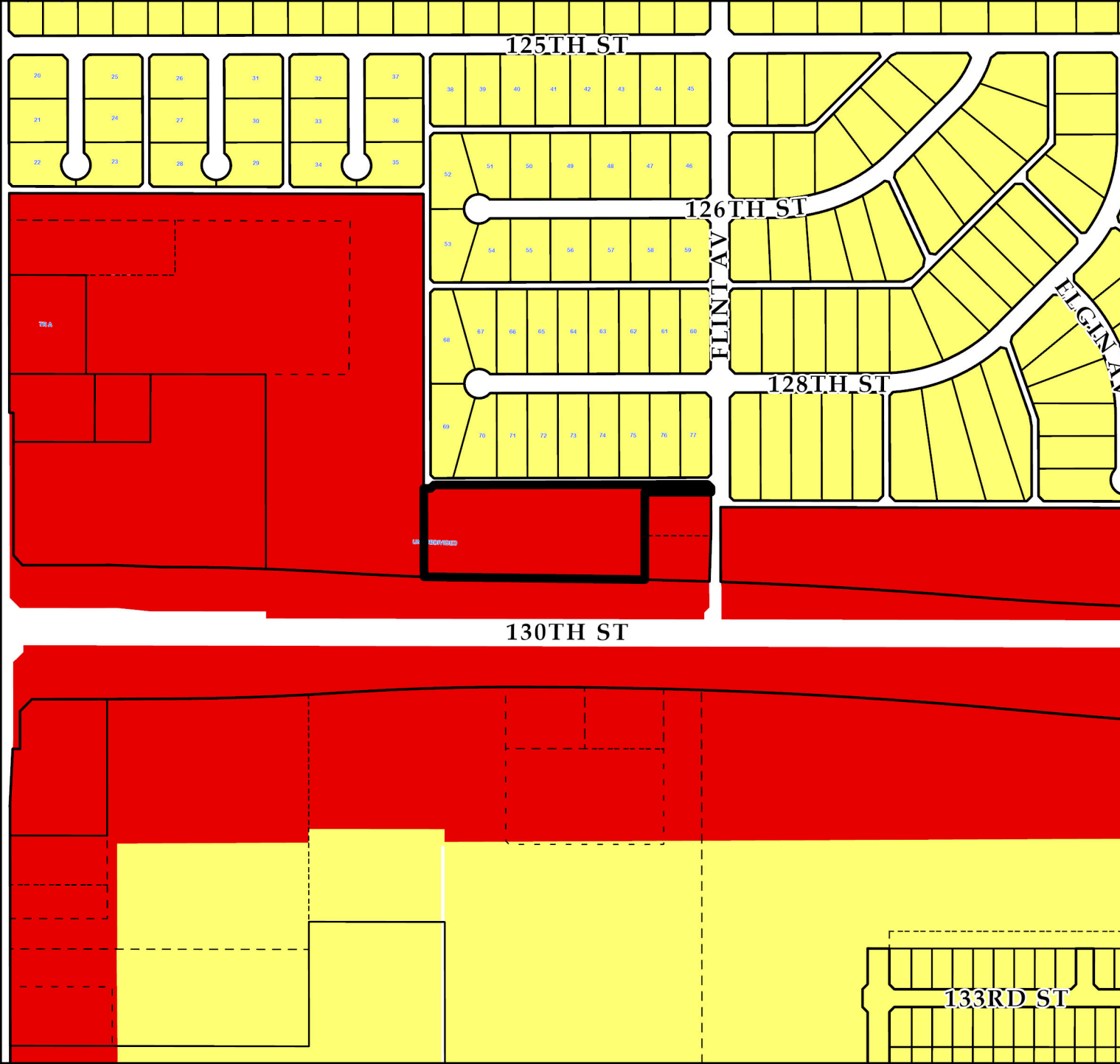
3356-A

Zoning Districts

-  High Density Apartment
-  Local Retail
-  General Retail
-  Single Family Specific Use
-  Two Family
-  Transitional



Date Exported: May 2022





North View



East View



South View



West View

3356-A



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE


Project Information

Location or Address: 3136 130th Street (Corner of 1585 & Flint, South of Bella Mia)
Lots/Tracts: 4.201 Acre Tract
Survey & Abstract: A 4.201 Acre Tract, Located in Section 21, Block E2, L.A. Patillo Survey, Abstract No. 270, Lubbock County, Texas
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 4.201
Existing Land Use: Agricultural Existing Zoning: C3 (General Retail District)
Requested Zoning: IHC (Interstate Highway Commercial District)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: N/A
Name: _____
Address: _____ City: _____ State: _____
ZIP Code: _____ Telephone: _____ Email: _____
Applicant's Signature: _____
Date: _____ Printed Name: _____

Owner Information

Firm Name: Betenbough Homes
Owner: Betenbough Homes
Address: 7919 4th Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronniew@betenbough.com
Property Owner's Signature: 
Date: 4.27.22 Printed Name: Ronnie Wallace

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.

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3016-D, a request of AMD Engineering, LLC for the Kelling Family Revocable Trust and Enrico & Teresita Aguas, for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, and recommended approval of the request by a vote of 6-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3016-D
Staff Report 3016-D
Documentation 3016-D

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. 3016-D; A ZONING CHANGE FROM AM, T AND GO TO C-2 SPECIFIC USE FOR A SELF-STORAGE FACILITY, GENERALLY LOCATED WEST OF QUINCY AVENUE AND SOUTH OF 98TH STREET, ON 7.36 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, 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. 3016-D

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 **AM, T and GO** to **C-2 Specific Use** for a **self-storage facility** zoning district **generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, 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 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 **AM, T and GO** 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 **generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3016-D
June 2, 2022



DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK A-K,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 7.36-acre tract of land located in Section 22, Block A-K, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears N 01° 58' 52" E an approximate distance of 54.91 feet and S 88° 01' 08" E an approximate distance of 89.07 feet to the southeast corner of the southwest quadrant of Section 27, Block A-K;

THENCE S 43° 04' 16" E an approximate distance of 42.47 feet;

THENCE S 01° 52' 01" W an approximate distance of 30.00 feet;

THENCE S 88° 00' 35" E an approximate distance of 5.43 feet;

THENCE S 01° 47' 11" W an approximate distance of 464.01 feet;

THENCE N 87° 45' 33" W an approximate distance of 708.98 feet;

THENCE N 01° 55' 35" E an approximate distance of 304.05 feet;

THENCE S 88° 00' 07" E an approximate distance of 224.65 feet;

THENCE N 01° 51' 39" E an approximate distance of 216.89 feet;

THENCE S 88° 00' 34" E an approximate distance of 447.85 feet to the Point of Beginning and containing approximately 7.36-acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Kelling Family Revocable Trust
Enrico G. and Teresita A Aguas
June 3, 2022

ZONE CHANGE APPLICATION
EXHIBIT
(SHEET 2)

A 7.36 ACRE TRACT OF LAND
LOCATED IN SECTION 22,
BLOCK A-K, LUBBOCK
COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

 - ZONING REQUEST TO C-2, SPECIFIC USE FOR
SELF STORAGE FACILITY FROM AM, APARTMENT
MEDICAL AND T, TRANSITIONAL



SCALE: 1"=100'



VICINITY MAP



CIVIL ENGINEERING
LAND SURVEYING

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

Phone: 806-771-5915
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

QUINCY PARK
LOTS 29J-J3J
P&D: 201,301,3842

THE SOUTHEAST CORNER OF THE
SOUTHWEST QUADRANT OF
SECTION 27, BLOCK A-K

P.O.B.
FROM THIS POINT, THE SOUTHEAST CORNER OF THE
SOUTHWEST QUADRANT OF SECTION 27, BLOCK A-K BEARS
N 01°58'52" E 54.91' AND S 86°01'08" E 89.07'

EAST LINE OF THE SOUTHWEST QUADRANT
OF SECTION 27, BLOCK A-K

NORTH LINE SECTION 22, BLOCK A-K

98TH STREET

UNPLATTED
BLK AK SEC 22 AB
749 TR 6
OWNER: WILCOX JOSEPH
K & MARIBETH A

UNPLATTED
BLK AK SEC 22 AB
749 TR 6
OWNER: KELLING FAMILY
REVOCABLE TRUST

N: 7247741.02
E: 911488.23

S88°00'34"E 447.85'

S43°04'16"E 42.47'

S1°52'01"W 30.00'

S88°00'35"E 5.43'

N1°51'39"E 216.89'

S88°00'07"E 224.65'

N1°55'35"E 304.05'

QUINCY AVE

S1°47'11"W 484.01'

N87°45'33"W 708.89'

N: 7247409.43
E: 912186.35

THE RIDGE L39-171
(VOL. 16, P. 120-A
AND 120-B)

Staff Report		Zone Case 3016-D
City Council Meeting		June 28, 2022

Applicant AMD Engineering, LLC

Property Owner Kelling Family Revocable Trust and Enrico & Teresita Aguas

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: This property was annexed into city limits and zoned Transition District (T).
- August 16, 2004, Zone Case 3016, Ordinance No. 2004-00083: A portion of this property was rezoned from Transition District (T) to Apartment-Medical District (AM) and Garden Office District (GO).
- June 2, 2022, Zone Case 3016-D: The Planning and Zoning Commission recommended approval of a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility by a vote of 6-1-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

This property consists of 7.36 acres of unplatted land out of Block AK, Section 22. It has remained vacant since annexation. There is a drainage culvert which runs east to west through the north end of the property.

Adjacent Property Development

To the south is property zoned Two-Family District (R-2), which is vacant. To the west is vacant property zoned GO and T. To the east is vacant land and a single-family home zoned T. To the north are single-family homes zoned Single-Family District (R-1) with a Specific Use for reduced setbacks.

Zoning Request and Analysis

Item Summary

The subject property is generally located west of Quincy Avenue and south of 98th Street. The applicant is requesting a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility.

Current zoning: Apartment-Medical District (AM), Garden Office District (GO), Transition District (T)

Requested zoning: Local Retail District (C-2) Specific Use for a self-storage facility

Intent Statements

The intent of the current Apartment-Medical 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.”

The intent of the current Garden Office zoning is “...to 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.”

The intent of the current Transition 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.”

The intent of the proposed Local Retail District 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 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 location is along 98th Street and Quincy Avenue. 98th Street is designated as a Principal Arterial and Quincy Avenue is designated as a Collector. A Principal Arterial is a major thoroughfare designed to carry large quantities of traffic at relatively high speeds. A Collector is a street designed for medium volumes of vehicles operating at lower speeds for access within residential, commercial and industrial areas.

Compatibility with Surrounding Property

The proposed zone change and Specific Use are compatible with the surrounding area and would not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for Low Density Residential land uses. While the requested C-2 zoning is not consistent with this designation, it is appropriate in this location along a major thoroughfare and has adequate buffering from the single family homes to the south (Comprehensive Plan Pg. 60). Therefore, this request is in moderate conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request and Specific Use are in conformance with the zoning ordinance. The R-2 district to the south provides a buffer for single-family homes farther south and west and the location is appropriate along a thoroughfare and a collector street.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses in the C-2 district, as well as the Specific Use for a self-storage facility, though additional infrastructure improvements may be necessary as the property is unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Notification Response

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3016-D



Allowable Uses: [Local Retail District \(C-2\)](#)

[Specific Use District](#)

Transportation: The proposed development has points of access from 98th Street and Quincy Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98 th Street, Principal Arterial	R.O.W. 50 feet, 3 lane, undivided, paved.	R.O.W. 110 feet, 7-lane, undivided, paved
Quincy Avenue, Collector, Future	Currently unpaved	R.O.W. 64 feet, 5 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.7 District 5

Case 3016-D: AMD Engineering, LLC for the Kelling Family Revocable Trust and Enrico & Teresita Aguas

Request for a zone change from Apartment-Medical District (AM), Transition District (T), and Garden Office District (GO) to Local Retail District (C-2) Specific Use for a self-storage facility, at:

- Generally located west of Quincy Avenue and south of 98th Street, on 7.36 acres of unplatted land out of Block AK, Section 22.

PLANNER SHANE SPENCER stated there were nineteen (19) notifications sent out and one (1) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT WILL STEPHENS, AMD Engineering, 6515 68th Street stated there is an existing drainage channel on 98th Street. There will be fencing along the south and west property lines. The entrance will be from Quincy Avenue.

BOARD MEMBER JAMES BELL advised he is concerned that it is not in conformance with the Future Land Use Map.

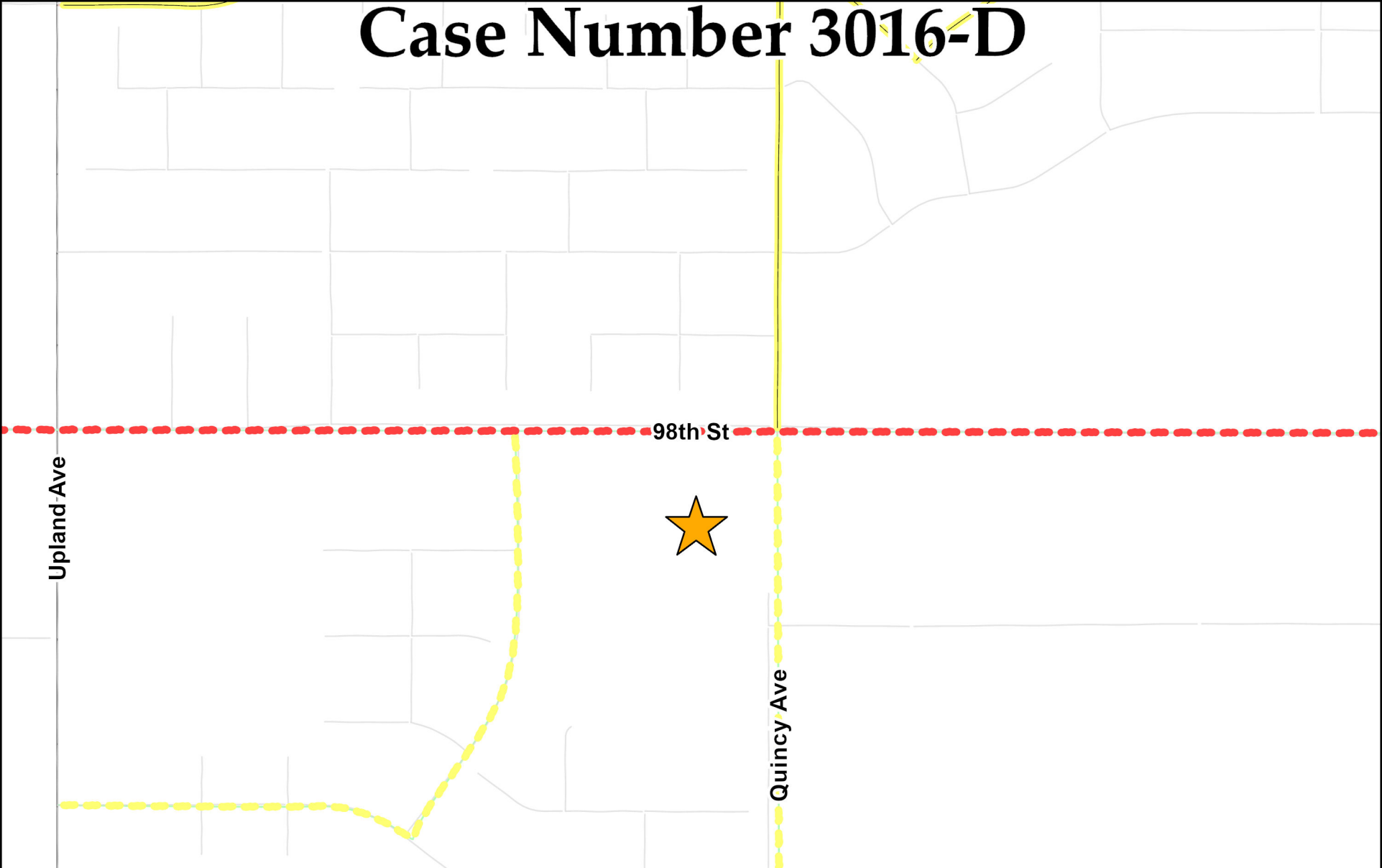
No one else spoke in favor or in opposition to the request.

Zone Case 3016-D

In the matter of **Zone Case 3016-D** a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 6 (in favor) to 1 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

JAMES BELL cast the vote in opposition.

Case Number 3016-D



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

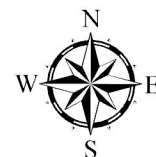
- Partial
- Future

Principal Arterial

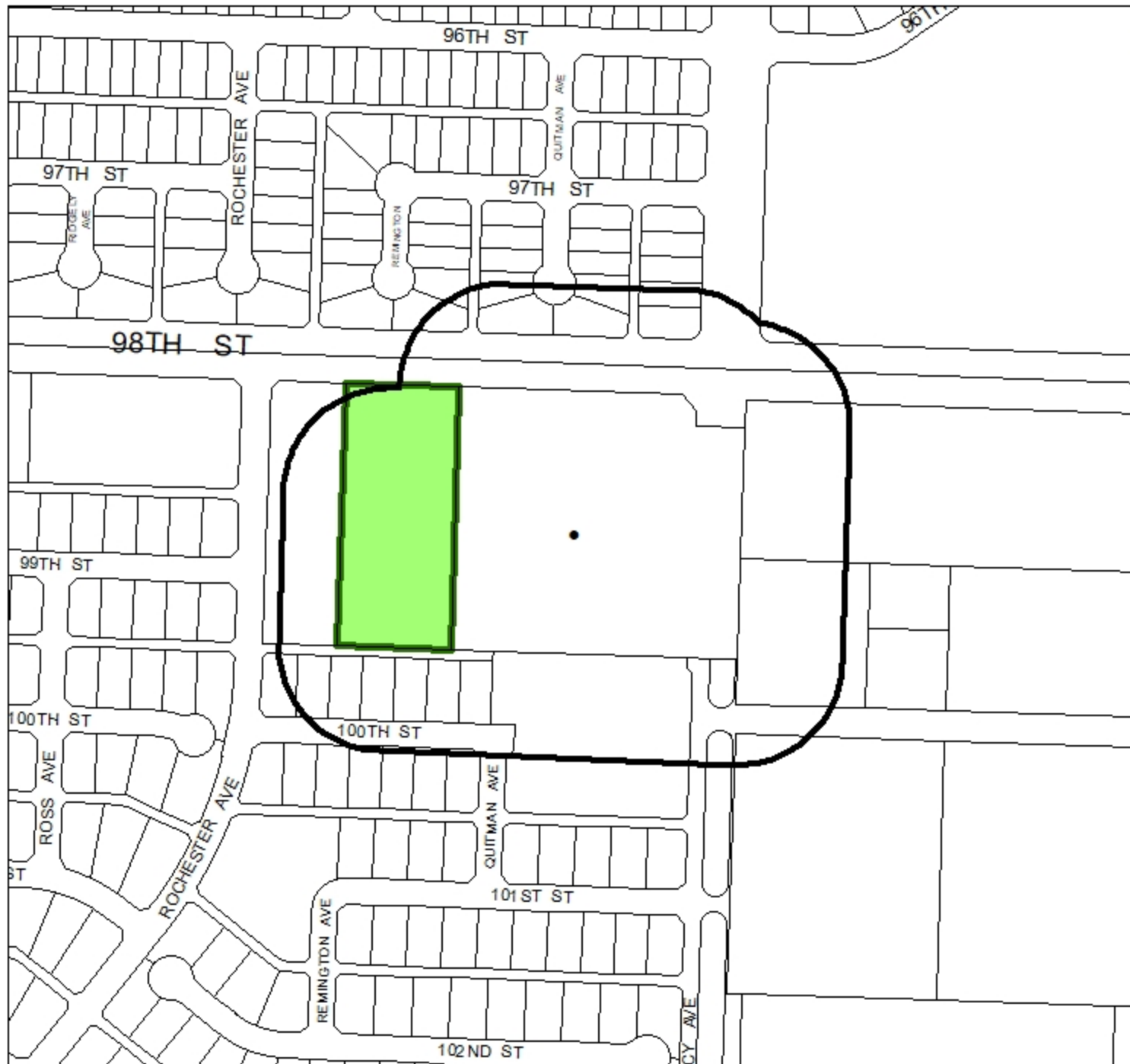
- Completed
- Partial
- Future

Freeway

- Completed
- Partial
- Proposed Outer Loop



PZC Mailout Notifications Received



Legend

• LocatorPnt3016_D

MailoutBuffer3016_D

Notification Result

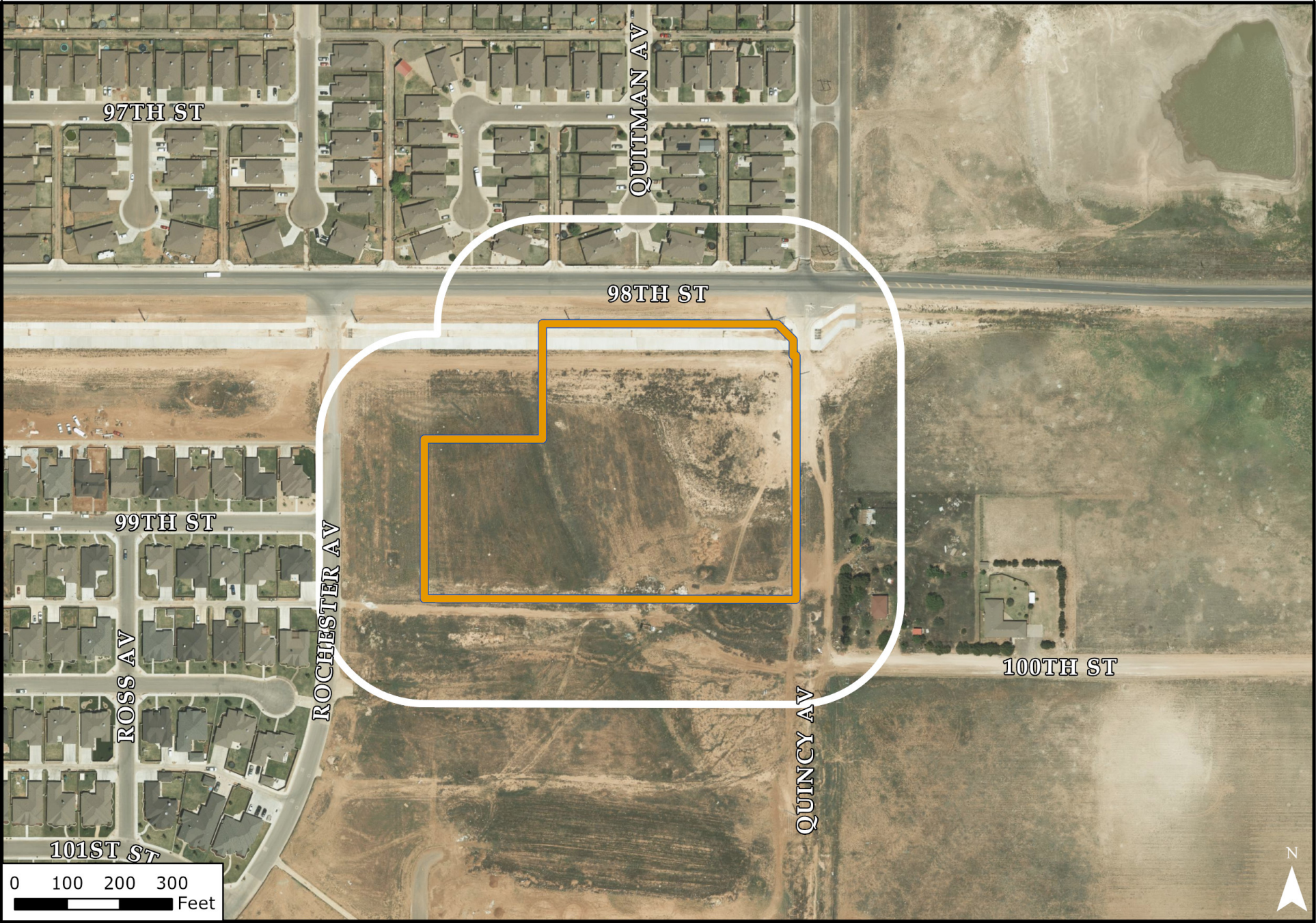
In Favor

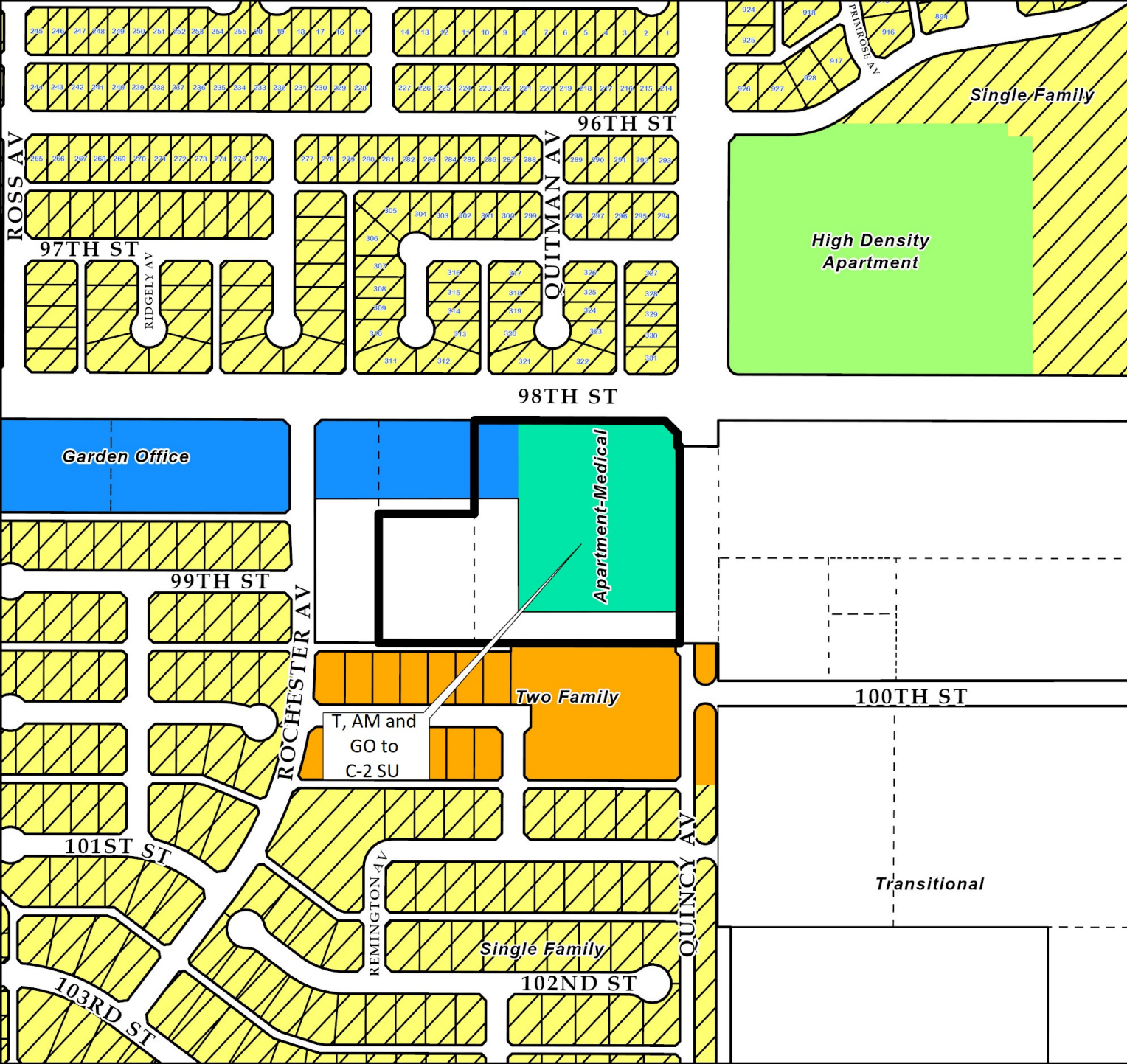
Opposed

Created by Planning Department
Date: 5/20/2022

0 180 360 720 Feet

Case Number 3016-D





Current Zoning

3016-D Zoning Districts

- High Density Apartment
- Apartment-Medical
- Garden Office
- Single Family Specific Use
- Two Family
- Transitional



0 200 400 Feet



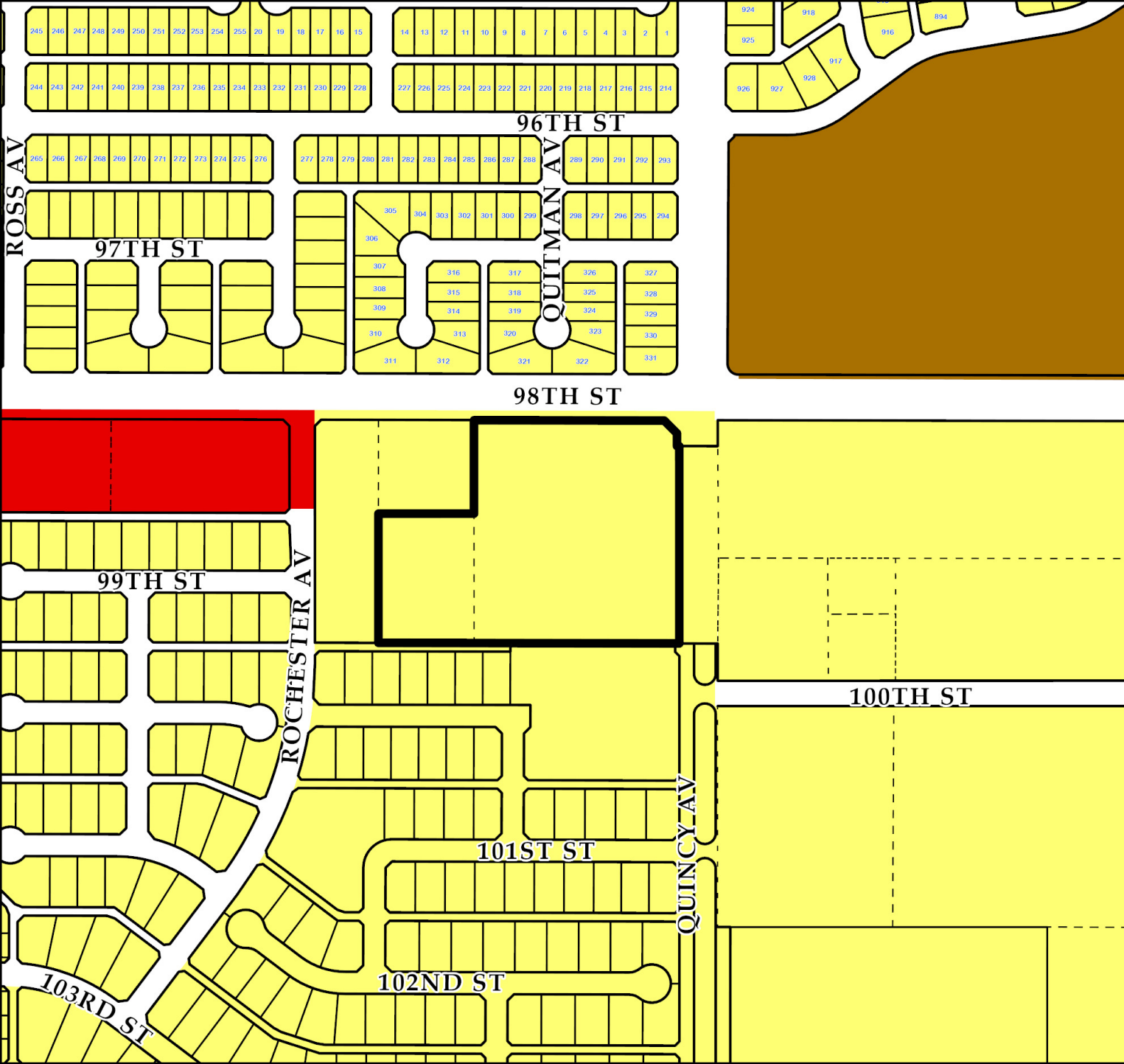
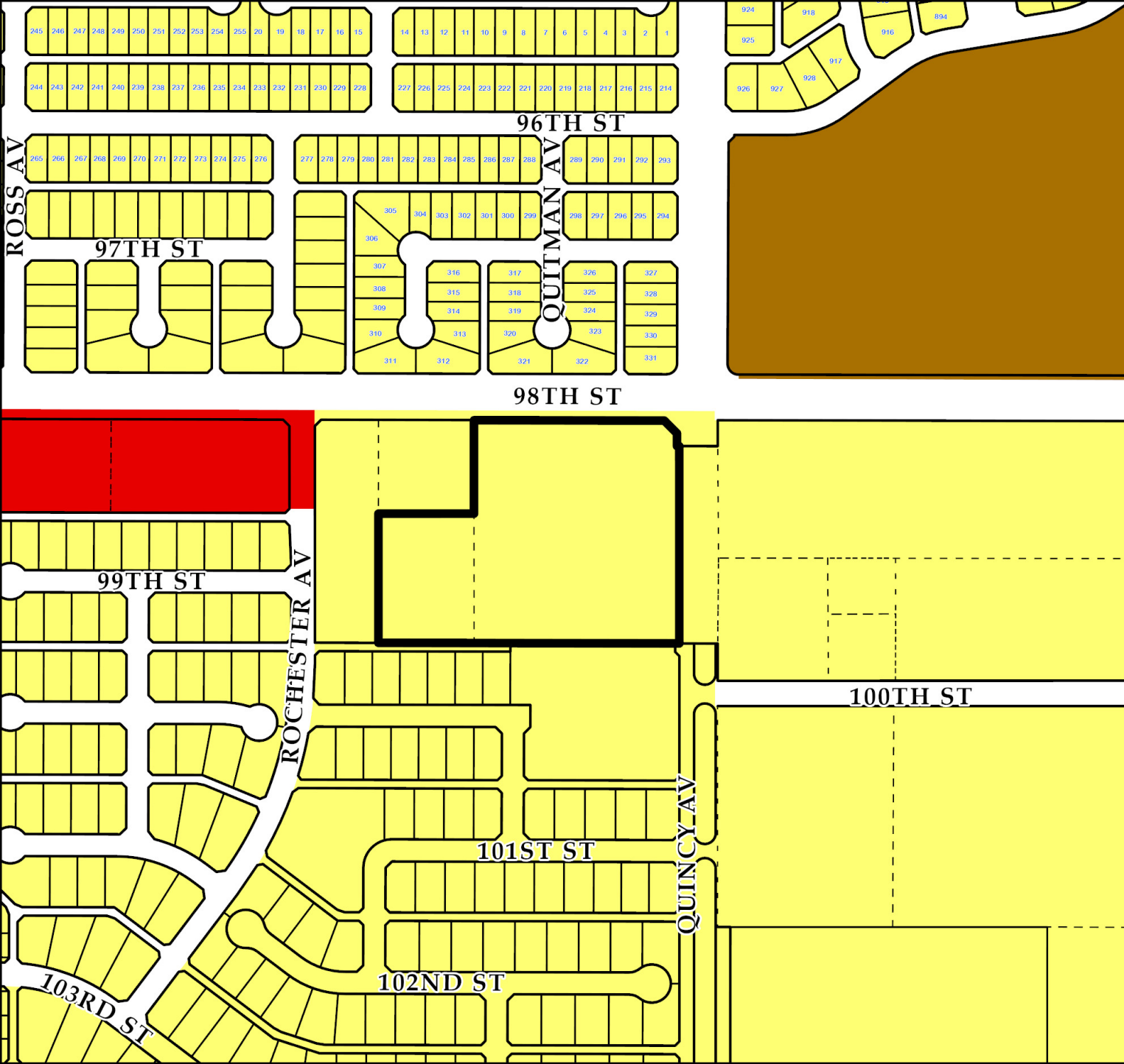
This map shows a residential neighborhood with the following streets and features:

- Streets:** 96TH ST, 97TH ST, 98TH ST, 99TH ST, 100TH ST, 101ST ST, 102ND ST, 103RD ST, ROSS AV, QUITMAN AV, ROCHESTER AV, QUINCY AV.
- Lot Numbers:**
 - Along 96TH ST: 14-21, 227-234, 289-293.
 - Along 97TH ST: 265-276, 277-288, 289-293.
 - Along 98TH ST: 298-309, 310-312, 316-318, 319-320, 321-322, 323-325, 326-327, 328-331.
 - Along 99TH ST: 305-309, 310-312, 316-318, 319-320, 321-322, 323-325, 326-327, 328-331.
 - Along 100TH ST: 305-309, 310-312, 316-318, 319-320, 321-322, 323-325, 326-327, 328-331.
 - Along 101ST ST: 305-309, 310-312, 316-318, 319-320, 321-322, 323-325, 326-327, 328-331.
 - Along 102ND ST: 305-309, 310-312, 316-318, 319-320, 321-322, 323-325, 326-327, 328-331.
 - Along 103RD ST: 305-309, 310-312, 316-318, 319-320, 321-322, 323-325, 326-327, 328-331.
- Other Features:** A red highlighted area is located on the left side of the map, between 98TH ST and 100TH ST. A large brown area is located on the right side of the map, between 96TH ST and 100TH ST.

This map shows a residential neighborhood with the following streets and features:

- Streets:** 96TH ST, 97TH ST, 98TH ST, 99TH ST, 100TH ST, 101ST ST, 102ND ST, 103RD ST, ROSS AV, QUITMAN AV, ROCHESTER AV, and QUINCY AV.
- Lot Numbers:**
 - Along 96TH ST: 14-34, 227-293.
 - Along 97TH ST: 265-276, 277-288, 289-293.
 - Along 98TH ST: 298-299, 308-311, 316-317, 326-327.
 - Along 99TH ST: 305-311, 316-317, 326-327.
 - Along 100TH ST: 308-311, 316-317, 326-327.
 - Along 101ST ST: 305-311, 316-317, 326-327.
 - Along 102ND ST: 305-311, 316-317, 326-327.
 - Along 103RD ST: 305-311, 316-317, 326-327.
- Other Features:**
 - A red highlighted area is located on the left side of the map, between 96TH ST and 99TH ST.
 - A large brown area is located on the right side of the map, between 96TH ST and 98TH ST.
 - Quincy Av runs vertically along the right edge of the map.
 - Rochester Av runs vertically along the left edge of the map.
 - Quitman Av runs vertically through the center of the map.

-
- This map shows a residential neighborhood with the following streets and features:
- Streets:** 96TH ST, 97TH ST, 98TH ST, 99TH ST, 100TH ST, 101ST ST, 102ND ST, 103RD ST, ROSS AV, QUITMAN AV, ROCHESTER AV, and QUINCY AV.
 - Lot Numbers:**
 - Along 96TH ST: 14-34, 227-293.
 - Along 97TH ST: 265-276, 277-288, 289-293.
 - Along 98TH ST: 298-299, 308-311, 316-327.
 - Along 99TH ST: 305-311, 316-327.
 - Along 100TH ST: 328-331.
 - Along 101ST ST: 332-335.
 - Along 102ND ST: 336-339.
 - Along 103RD ST: 340-343.
 - Other Features:**
 - A red highlighted area is located on the left side of the map, between 98TH ST and 99TH ST.
 - A large brown area is located on the right side of the map, between 96TH ST and 97TH ST.
 - A large yellow area is located on the right side of the map, between 98TH ST and 100TH ST.



3016-D



View to the north.



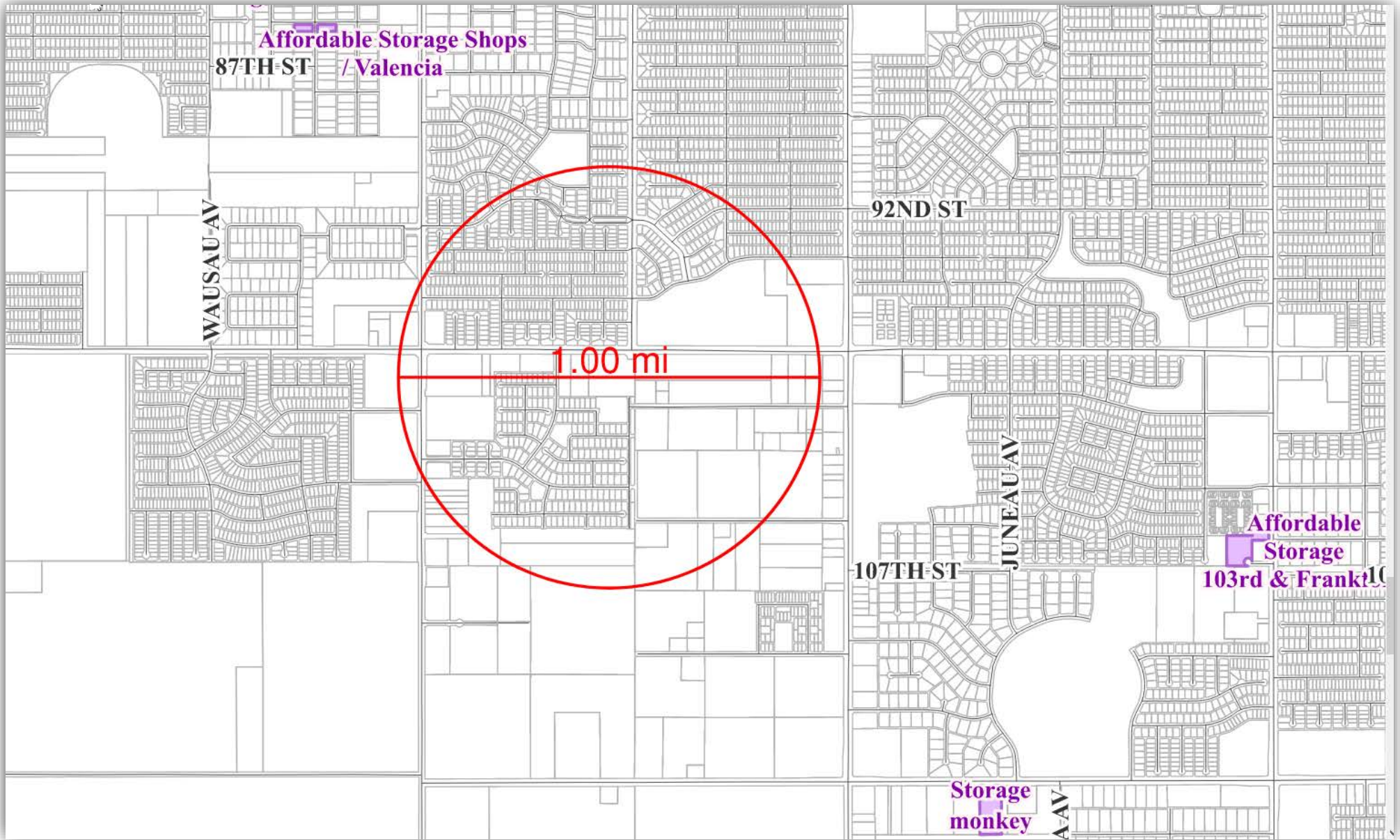
View to the east.



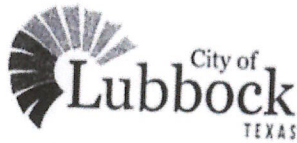
View to the south. Subject Property



View to the west.



Zone Case 3016-D Self-Storage Map



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 98th + Quincy
Lots/Tracts: _____
Survey & Abstract: NO
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 6.78
Existing Land Use: RAW Existing Zoning: AM-GO
Requested Zoning: C2 Specific Use
If property is not subdivided, will a preliminary plat be submitted? Yes ☒ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering
Name: Will Stephens
Address: 6515 68th St Ste 300 City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WStephens@AMDentl.com
Applicant's Signature: [Signature]
Date: 4/29/22 Printed Name: Will Stephens

Owner Information

Firm Name: _____
Owner: Enrico G. Agans et al Teresita A. Agans
Address: 3527 154th St City: Lubbock State: TX
ZIP Code: 79423 Telephone: 806-543-5168 Email: edickagans@yahoo.com
Property Owner's Signature: [Signature]
Date: 4-28-22 Printed Name: Enrico G. + Teresita Agans

Preparer Information

Preparer's Signature: [Signature]
Date: 4-28-22 Printed Name: Danna Currey Barnes

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.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6905 98th
Lots/Tracts: BLK AK SEC 22 AB749TR6 OF W/2 AC: 2.7159
Survey & Abstract: Survey
Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 1.5752
Existing Land Use: RAW Land Existing Zoning: ~~A-1~~ - G0 - Transition
Requested Zoning: C2 Specific Use
If property is not subdivided, will a preliminary plat be submitted? Yes ☒ No ☐

Representative/Agent Information (If different from owner)

Firm Name: AMC Engineering
Name: Will Stephens
Address: 6515 52nd ST City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-771-5976 Email: WStephens@amceng.com
Applicant's Signature: Will Stephens
Date: 5/2/2022 Printed Name: Will Stephens

Owner Information

Firm Name: Kelling Family Revocable Trust
Owner: Robert R Kelling et ux Melinda A.
Address: 19303 N. New Tradition Rd #407 City: Sun City West State: Arizona
ZIP Code: 85375 Telephone: 623-687-8069 Email: Kellingmelinda@yahoo.com
Property Owner's Signature: Robert R. Kelling Melinda A. Kelling
Date: 4-28-22 Printed Name: Robert R Kelling & Melinda A Kelling

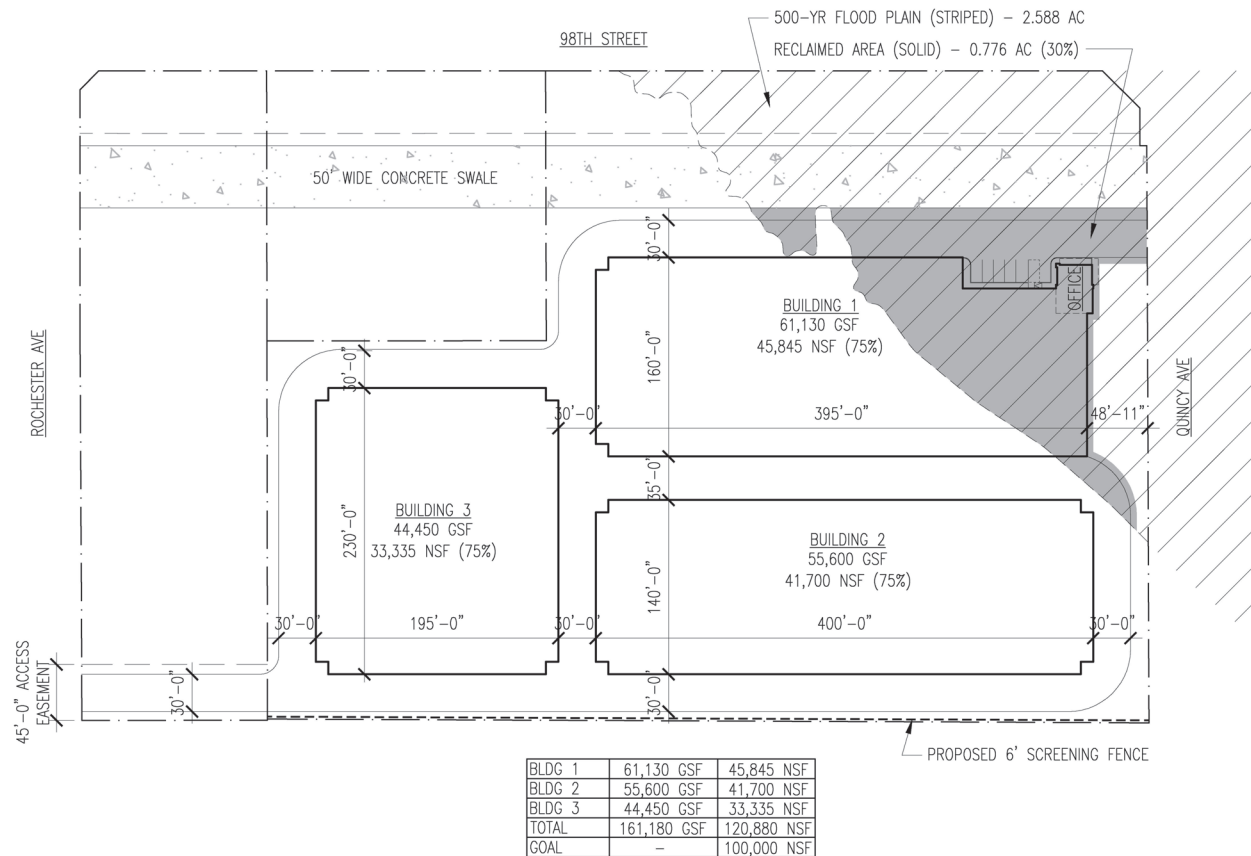
Preparer Information

Preparer's Signature: Donna Currier Barnes
Date: 4-28-22 Printed Name: DONNA Currier Barnes

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

SCALE: 1" = 100'-0"



05.06.2022



JUST A CLOSET 98TH AND QUINCY

LUBBOCK, TX

THIS DOCUMENT IS NOT FOR REGULATORY
APPROVAL, PERMITTING, OR CONSTRUCTION.

JEFFREY S. DALLENBACH, AIA
TX REGISTRATION NO. 15128
CONCEPTUAL SITE PLAN HAS BEEN
DEVELOPED WITHOUT SURVEY, SETBACK,
EASEMENT, OR CIVIL ENGINEERING
INFORMATION.

DALLENBACH-COLE ARCHITECTURE

315 NINTH STREET - SUITE 1
SAN ANTONIO, TEXAS 78215
WWW.DALLENBACHCOLE.COM
P 210.493.2234

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.: **3016-D**

In Favor ☒

Opposed ☐

Reasons and/or Comments:

Print Name MELINDA KELLING

Signature: Melinda A. Kelling

Address: 19303 No. New Tradition Rd # 407, Sun City West AZ

Address of Property Owned: _____

Phone Number: 623-214-8584

Email: kellingmelinda@yahoo.com

Zone Case Number: **3016-D** R315092
KELLING FAMILY REVOCABLE TRUST
ROBERT R & MELINDA KELLING TRUSTEES
19303 N NEW TRADITION RD
APT 407
SUN CITY WEST AZ 85375-3861



Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3382-A, a request of Betenbough Homes for 87 Street Partners, for a zone change from General Retail District (C-3) to Two-Family District (R-2), at 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, 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 3382-A

Staff Report 3382-A

Documentation 3382-A

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. 3382-A; A ZONING CHANGE FROM C-3 TO R-2 ZONING DISTRICT AT 9902 UPLAND AVENUE, LOCATED WEST OF UPLAND AVENUE AND SOUTH OF 98TH STREET, ON 7.14 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 23, 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. 3382-A

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 **R-2** zoning district at **9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23**, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Kristen Sager, Director of Planning

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3382-A
June 2, 2022



**METES AND BOUNDS FOR
A 7.140 ACRE TRACT,
LOCATED IN SECTION 23, BLOCK AK,
H.E. & W.T. RR. CO. SURVEY, ABSTRACT NO. 263,
LUBBOCK COUNTY, TEXAS**

(Sheet 1 of 2)

Metes and Bounds description for a 7.140 acre tract of land located in the northeast quarter of Section 23, Block AK, H.E. & W.T. RR. Co. Survey, Abstract No. 263, being a portion of that certain 10.000 acre tract of land described in a Warranty Deed recorded in County Clerk's File Number 2009045344 of the Official Public Records of Lubbock County, Texas, said metes and bounds contain 7.140 acres of land being further described as follows:

BEGINNING at a point in the south right-of-way line of 98th Street, previously dedicated according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication Number 2020002630 of the Official Public Records of Lubbock County, Texas, for the northwest corner of these tract, having coordinates of Northing: 7,248,044.86 and Easting: 908,939.95 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone, whence a railroad spike found at the northeast corner of said Section 23 bears N. 01° 10' 06" E. a distance of 55.00 feet and S. 88° 10' 06" E. a distance of 707.16 feet, said section corner having coordinates of Northing: 7,248,077.22 and Easting: 909,648.34 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 88° 10' 06" E., along the south right-of-way line of said 98th Street, a distance of 202.40 feet to a point of intersection for a corner of this tract;

THENCE S. 85° 18' 21" E. a distance of 99.72 feet to the most northerly northeast corner of this tract;

THENCE S. 01° 50' 27" W. a distance of 389.96 feet to a point of intersection for a corner of this tract;

THENCE S. 43° 31' 42" E. a distance of 21.08 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 53' 52" E. a distance of 325.18 feet to a point of intersection for a corner of this tract;

THENCE N. 46° 26' 58" E. a distance of 14.24 feet to a point of intersection for a corner of this tract;

THENCE S. 88° 09' 33" E. a distance of 55.00 to a point in the east line of said Section 23 for the most easterly northeast corner of this tract;

THENCE S. 01° 50' 27" W., along the east line of said Section 23, a distance of 263.53 feet to the southeast corner of this tract;

THENCE N. 88° 09' 33" W. a distance of 55.00 feet to a point of intersection for a corner of this tract;



THENCE S. $46^{\circ} 50' 10''$ W. a distance of 21.22 feet to a point in the north right-of-way line of 100th Street, previously dedicated according to the map, plat and/or dedication deed thereof recorded in County Clerk's Plat and Dedication Number 2020002630 of the Official Public Records of Lubbock County, Texas, for a corner of this tract;

THENCE N. $88^{\circ} 10' 06''$ W., along the north right-of-way line of said 100th Street, a distance of 627.16 feet to a point of intersection for a corner of this tract;

THENCE N. $43^{\circ} 09' 50''$ W. a distance of 14.14 feet to a point in the west line of an alley, previously dedicated in the map/plat and/or dedication deed thereof recorded in County Clerk's File Number 2019003962 of the Official Public Records of Lubbock County, Texas, for a corner of this tract;

THENCE N. $01^{\circ} 50' 27''$ E. a distance of 664.00 feet to the **POINT OF BEGINNING**. Bearings are based on the Texas Coordinate System of 1983 (2011), Texas North Central Zone. Distances are at surface, in U.S. survey feet.

This description prepared for zoning purposes only, with information from previous surveys and does not represent a survey as made upon the ground.

Staff Report		Zone Case 3382-A
City Council Meeting		June 28, 2022

Applicant Betenbough Homes

Property Owner 87 Street Partners

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- January 13, 1999, Ordinance No.10117: This property was annexed into city limits and zoned Transition District (T).
- July 9, 2019, Zone Case 3382, Ordinance No. 2019-00080: This property was rezoned from T to General Retail District (C-3).
- June 2, 2022, Zone Case 3382-A: The Planning and Zoning Commission recommended approval of a zone change from General Retail District (C-3) to Two-Family District (R-2) by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

This property consists of 7.14 acres of unplatted land out of Block AK, Section 23. It has remained vacant since annexation.

Adjacent Property Development

This property is adjacent to single-family residences zoned Single-Family District (R-1) to the west. To the north is a South Plains Electric Coop substation zoned C-3 and a single-family home and commercial building zoned T. To the east is vacant land zoned C-3 and High-Density Apartment District (A-2). To the south is Frenship School, Upland Heights Elementary, zoned T.

Zoning Request and Analysis

Item Summary

The subject property is located at 9902 Upland Avenue, west of Upland Avenue and South of 98th Street. The applicant is requesting a zone change from General Retail District (C-3) to Two-Family District (R-2).

Current zoning: General Retail District (C-3)

Requested zoning: Two-Family District (R-2)

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 Two-Family District 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 property is located west of Upland Avenue and south of 98th Street, both of which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are designed to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates the subject property for commercial uses. While the request for R-2 zoning is not consistent with this designation, it is appropriate in this location, due to the proximity to existing residential uses.

Conformance with Zoning Ordinance

The proposed zone change request is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the proposed zoning but may require additional improvements due to the property being unplatted

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Aerial Map
- D. Zoning Map
- E. Future Land Use Map
- F. Photos
- G. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2021
cassiebermea@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3382-A



Allowable Uses: [Two-Family District \(R-2\)](#)

Transportation: The proposed development has points of access from Upland Avenue, 98th Street, and 100th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue <i>Principal Arterial (Modified)</i>	R.O.W. 80 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
98 th Street <i>Principal Arterial (Future)</i>	R.O.W. 33 feet, two-lane, undivided, unpaved	R.O.W. 110 feet, seven-lane, undivided, paved
100 th Street <i>Local Street</i>	R.O.W. 60 feet, two-lane, undivided, paved	R.O.W. 60 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.8 District 5

Case 3382-A: Betenbough Homes for 87 Street Partners

Request for zone change from General Retail District (C-3) to Two-Family District (R-2) at:

- 9902 Upland Avenue, located west of Upland Avenue and south of 98th Street, on 7.14 acres of unplatted land out of Block AK, Section 23.

PLANNER CASSIE BERMEA stated there were twenty-five (25) notifications sent out and zero returned. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT RONNIE WALLACE 10513 Valencia Avenue, with Betenbough Homes, representing 87 Street Partners, advised they have done several small community projects with a mix of duplexes and cottage homes, all over the city.

BOARD MEMBER JAMES BELL asked if a property management company would manage the units. Mr. Wallace stated the investors are looking for a company to manage the properties and added the only

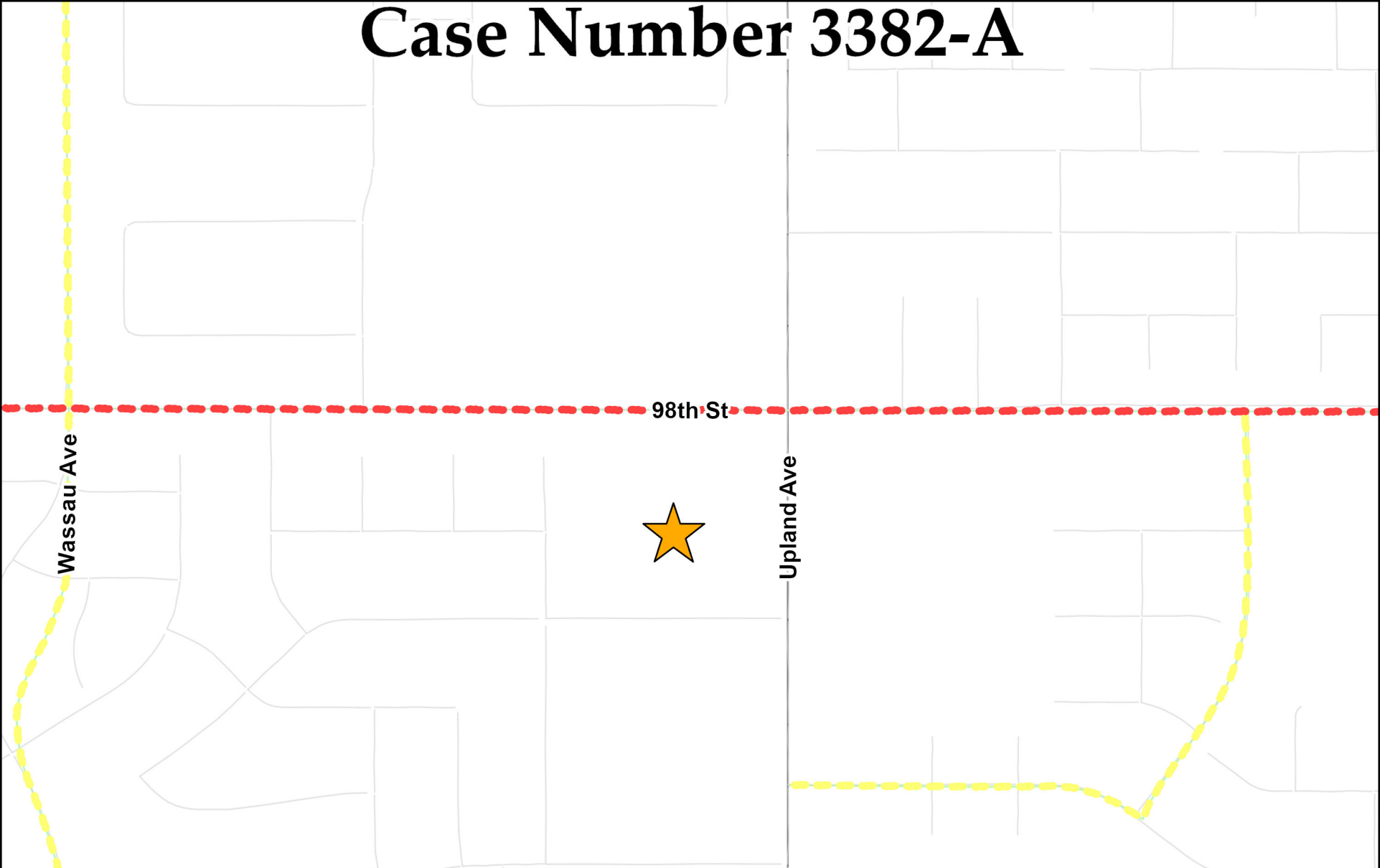
access to this area is from 100th Street, but they are working with the Engineering Department to remedy that.

BOARD MEMBER BRADON HARDAWAY asked if the rear of the properties would face the school. Mr. Wallace stated they would. Mr. Hardaway also asked if there will be alley access for 99th Street. Mr. Wallace stated that is something they are working on.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3382-A** a motion was made by **JAMES BELL** and seconded by **AVIRAJ PATEL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion.

Case Number 3382-A



Collector

- Completed
- Partial
- Future

Minor Arterial

- Completed
- Partial
- Future

Modified Arterial

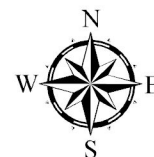
- Partial
- Future

Principal Arterial

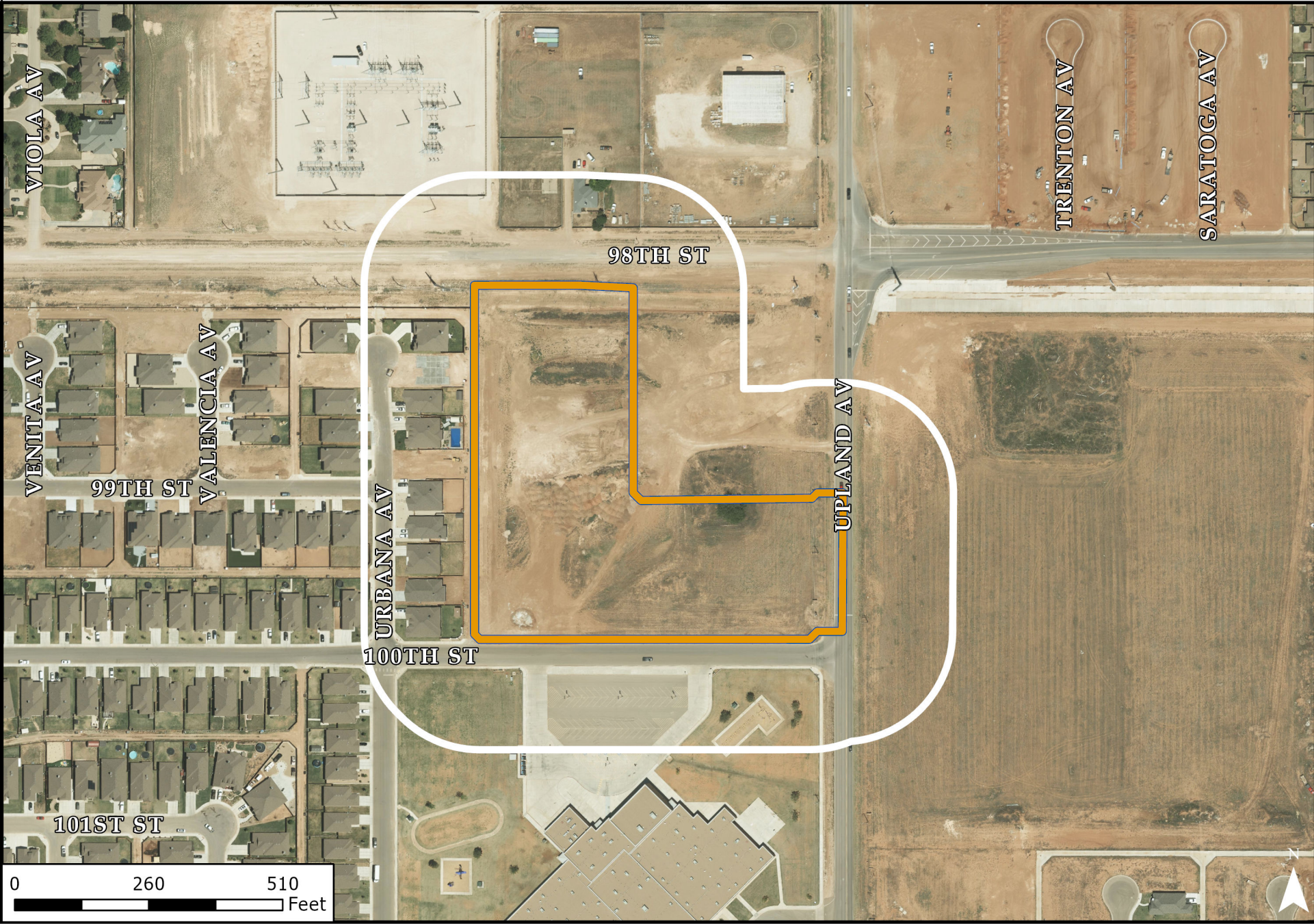
- Completed
- Partial
- Future

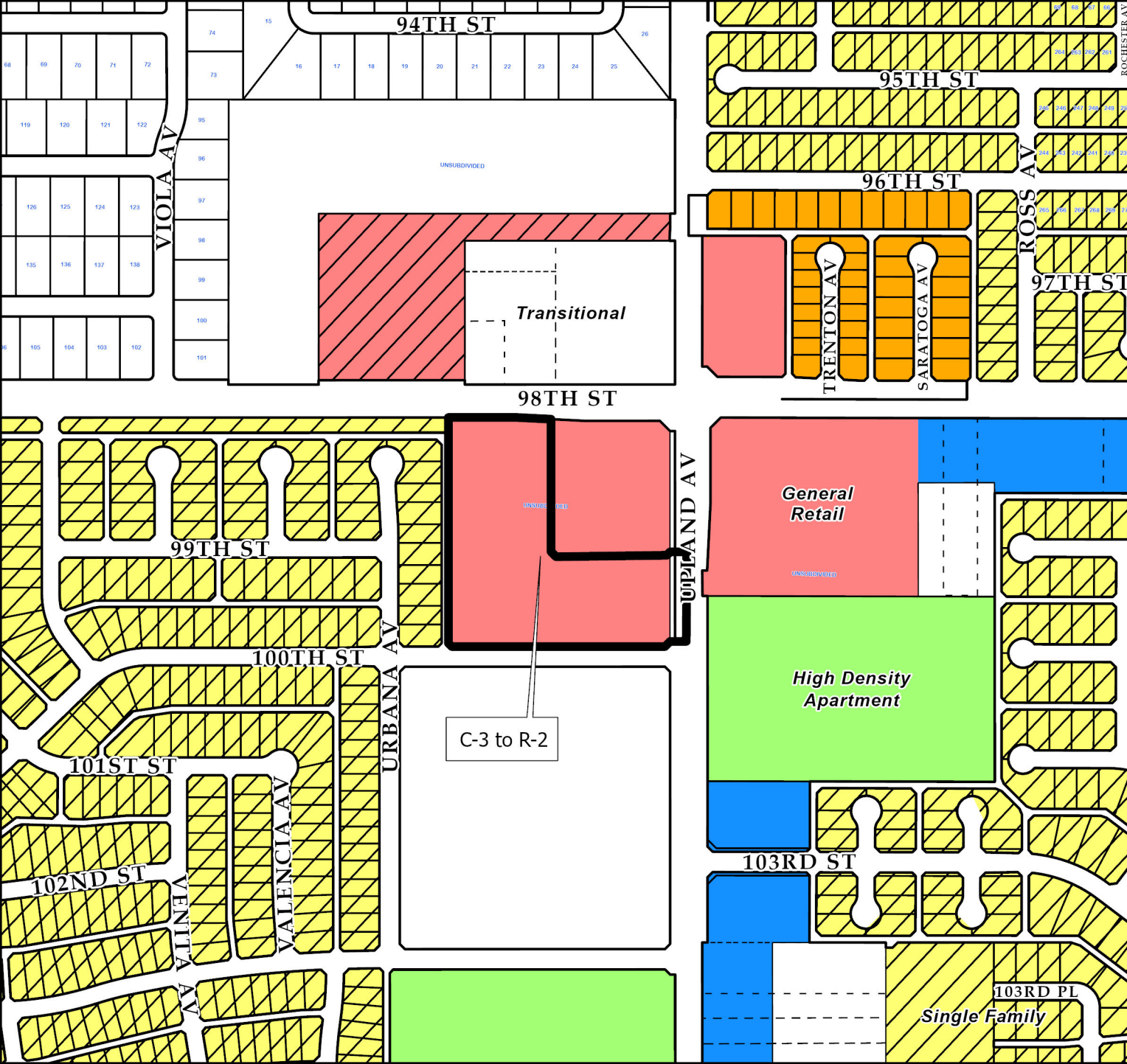
Freeway

- Completed
- Partial
- Proposed Outer Loop










Case Number 3382-A





Current Zoning

3382-A Zoning Districts

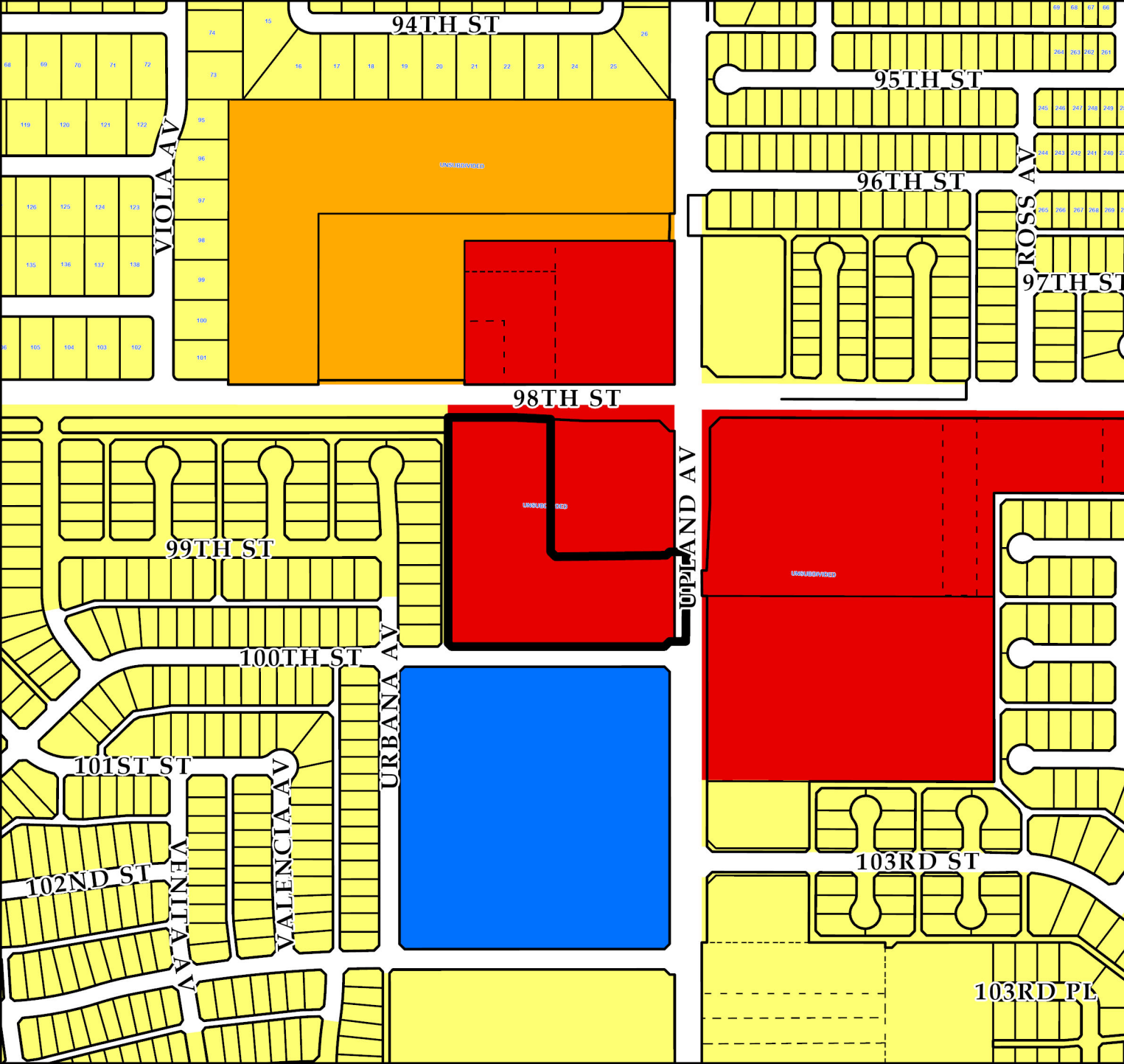
-  High Density Apartment
-  General Retail
-  General Retail Specific Use
-  Garden Office
-  Single Family Specific Use
-  Two Family
-  Transitional



0 240 480
Feet



Date Exported: May 2022





North View



East View.

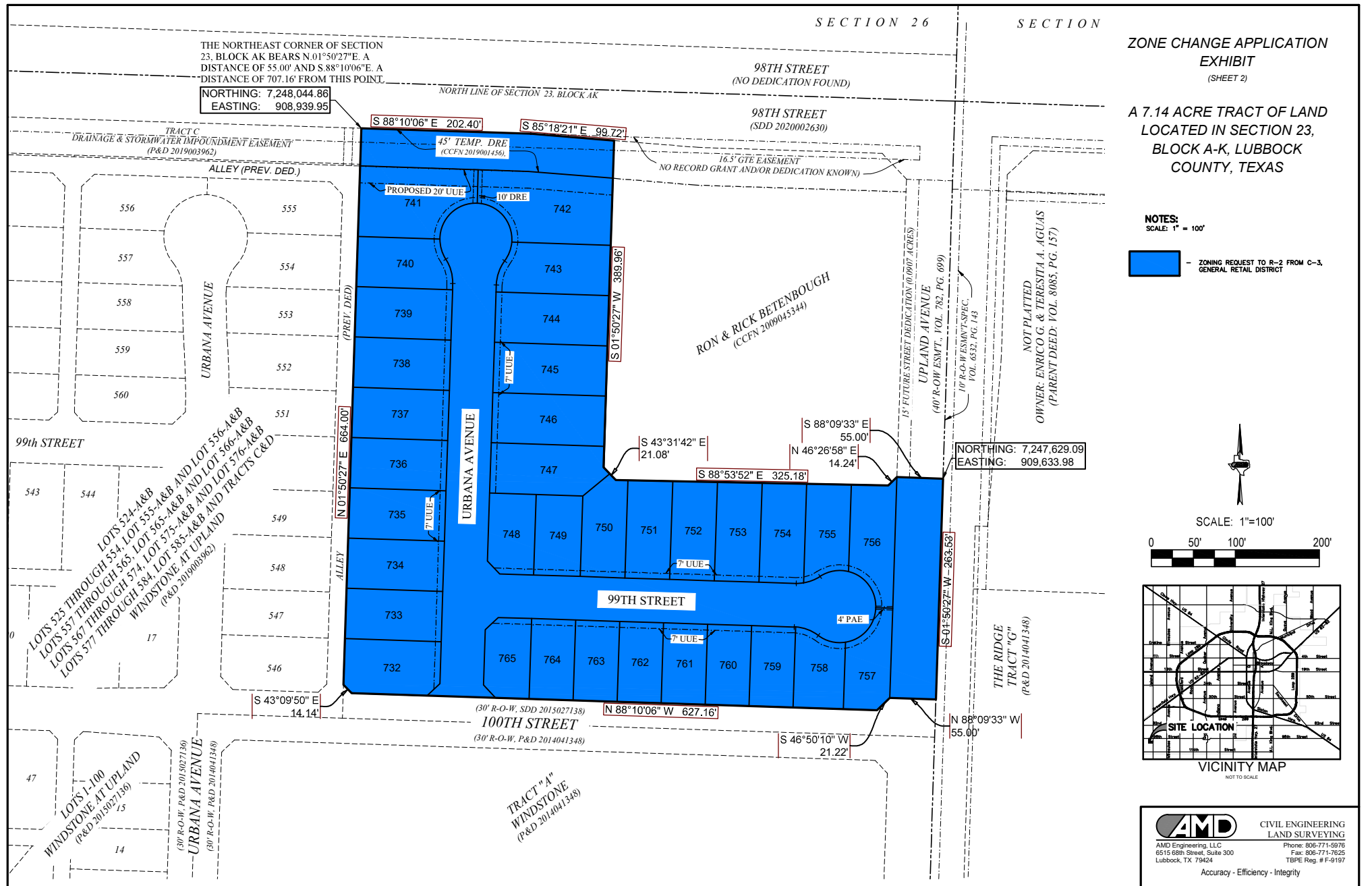


South View.



West View.

3382-A






Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE


Project Information

Location or Address: 9902 Upland Avenue (SW Corner of Upland & 98th)
Lots/Tracts: 7.14 Acre Tract
Survey & Abstract: A 7.14 Acre Tract, Located in Section 23, Block AK, H.E. & W.T. RR. Co. Survey, Abstract No. 263, Lubbock County, Texas
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 7.14
Existing Land Use: Vacant Existing Zoning: C3 (General Retail District)
Requested Zoning: R2 (Two Family District)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: Betenbough Homes
Name: Ronnie Wallace
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronniew@betenbough.com
Applicant's Signature: 
Date: 4.27.22 Printed Name: Ronnie Wallace

Owner Information

Firm Name: 87 Street Partners
Owner: 87th Street Partners
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-548-0400 Email: rickb@betenbough.com
Property Owner's Signature: 
Date: 4.27.22 Printed Name: Rick Betenbough

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.

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3464, a request of Canyon Rock Development, LLC, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 5721 122nd Street, Frankford Farms Addition, Tract 11, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on June 2, 2022, and recommended denial of the request by a unanimous vote. Therefore, a minimum of 6 out of 7 Council votes are required to approve the request.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3464
Staff Report 3464
Documentation 3464

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. 3464; A ZONING CHANGE FROM T TO M-1 ZONING DISTRICT AT 5721 122ND STREET, FRANKFORD FARMS ADDITION, TRACT 11, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation, with the Commission recommending denial of the proposed changes in zones 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 the 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; and

WHEREAS, the City Council, by three fourths vote in accordance with Section 211.006(f) of the Texas Local Government Code and Section 40.01.005(c)(3) of the City of Lubbock Code of Ordinances, voted to approve the proposed changes in Zoning;
NOW THEREFORE:

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

ZONE CASE NO. 3464

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 **M-1** zoning district at **5721 122nd Street, Frankford Farms Addition, Tract 11**, 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Kristen Sager, Director of Planning

APPROVED AS TO FORM:


Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3464
June 2, 2022

Staff Report		Zone Case 3464
City Council Meeting		June 28, 2022

Applicant Canyon Rock Development, LLC

Property Owner Jordan Madewell

Council District 5

Recommendations

- Staff recommends DENIAL of the request.

Prior Board or Council Action

- April 26, 2022, Ordinance No. 2022-00065: This property was annexed and zoned Transition District (T).
- June 2, 2022, Zone Case 3464: The Planning and Zoning Commission recommended denial of a zone change from Transition District (T) to Light Manufacturing District (M-1) by a vote of 0-7-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Frankford Farms Addition, Tract 11 in 1990 and is currently vacant.

Adjacent Property Development

The properties to the east, south and west are zoned T, with commercial buildings and some residences to the east, Tipton Pet Hotel to the west, and mostly vacant land to the south. The property to the north is outside the city limits and is developed with commercial businesses.

Zoning Request and Analysis

Item Summary

The subject property is located at 5721 122nd Street, south of 122nd Street and east of Frankford Avenue. The applicant is requesting a zone change from Transition District (T) to Light Manufacturing District (M-1).

Current zoning: Transition District (T)

Requested zoning: Light Manufacturing District (M-1)

Intent Statements

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."

The intent of the proposed M-1 zoning is, "...to provide for light industrial uses and those commercial uses requiring outside storage and display. The regulations are designed to provide for a mixture of heavy commercial and light industrial or manufacturing uses with proper standards to encourage attractive working areas for citizens."

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along 122nd Street. 122nd Street is designated as a Collector by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas.

Compatibility with Surrounding Property

The proposed zoning is not compatible with the surrounding area. There are residences less than 500 feet from this property. Many of the uses allowed in the M-1 zoning district would not be compatible with the nearby residential uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The Future Land Use Map designates this area for “Residential Low Density” land uses. The proposed zone change to M-1 would not be consistent with this designation and would not conform to the principles of the 2040 Comprehensive Plan.

Conformance with Zoning Ordinance

The proposed zoning request is not in conformance with the zoning ordinance and is not appropriate for this area.

Suitability of Property for Allowed Uses

The property is not suitable for the proposed use and would potentially need additional public improvements to support the intensity of uses described in M-1 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 Responses

Staff Contacts

Ashley Padilla
Planner
Planning Department
806-775-2107
ashleypadilla@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3464



Allowable Uses: [Light Manufacturing District \(M-1\)](#)

Transportation: The proposed development has a point of access from 122nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122nd Street, <i>Collector, Completed</i>	R.O.W. 40 feet, two-lane, undivided, paved	R.O.W. 40 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

5.9 District 5

Case 3464: Canyon Rock Development, LLC

Request for a zone change from Transition District (T) to Light Manufacturing District (M-1), at:

- 5721 122nd Street, Frankford Farms Addition, Tract 11.

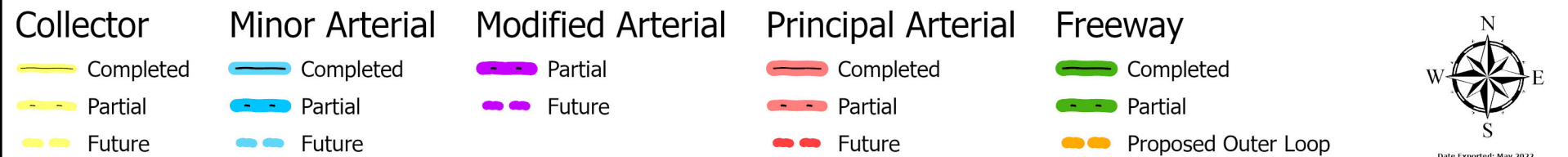
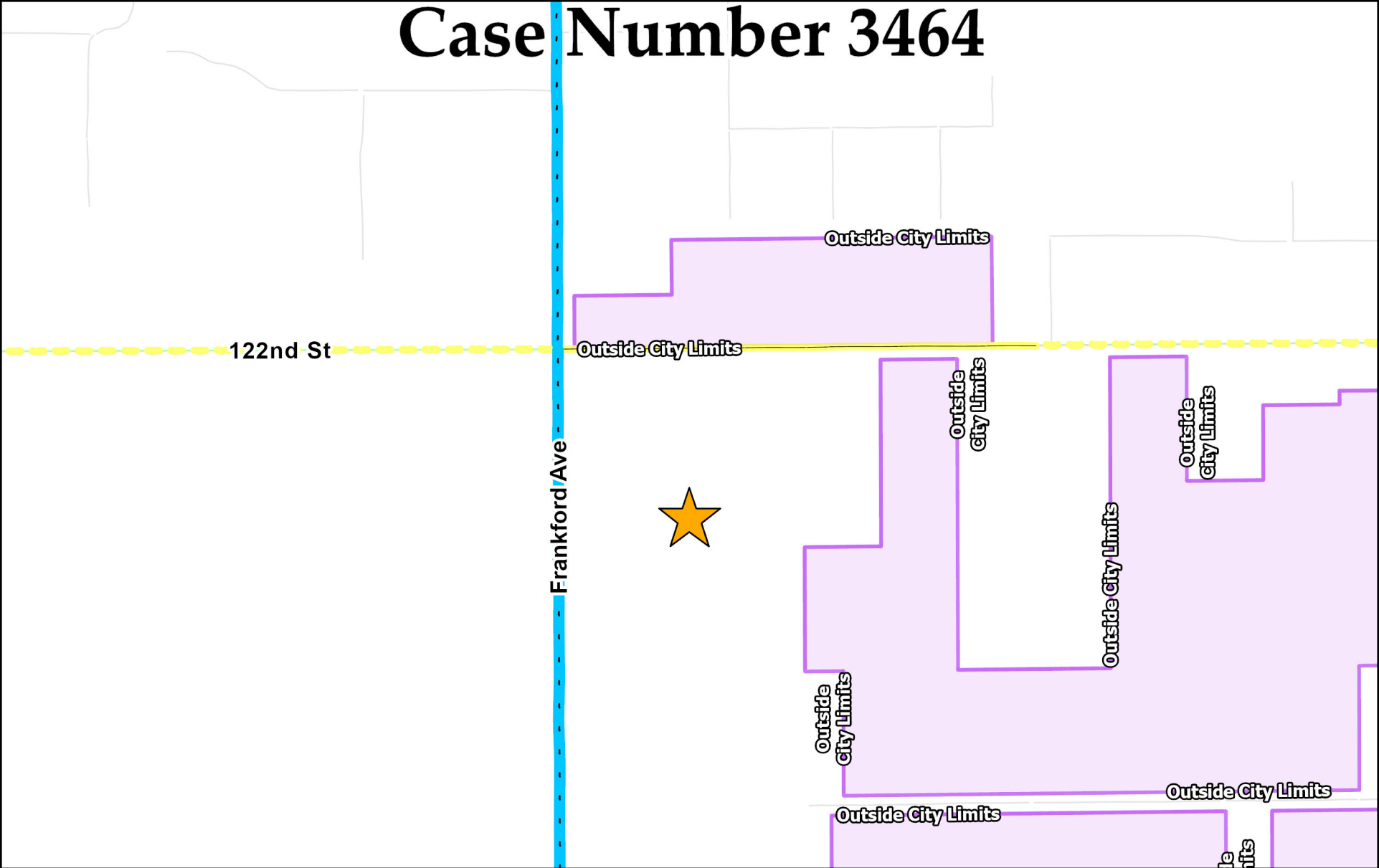
PLANNER ASHLEY PADILLA stated there were seven (7) notifications sent out. There were two (2) returned in favor. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends denial of this request.

The applicant was not in attendance.

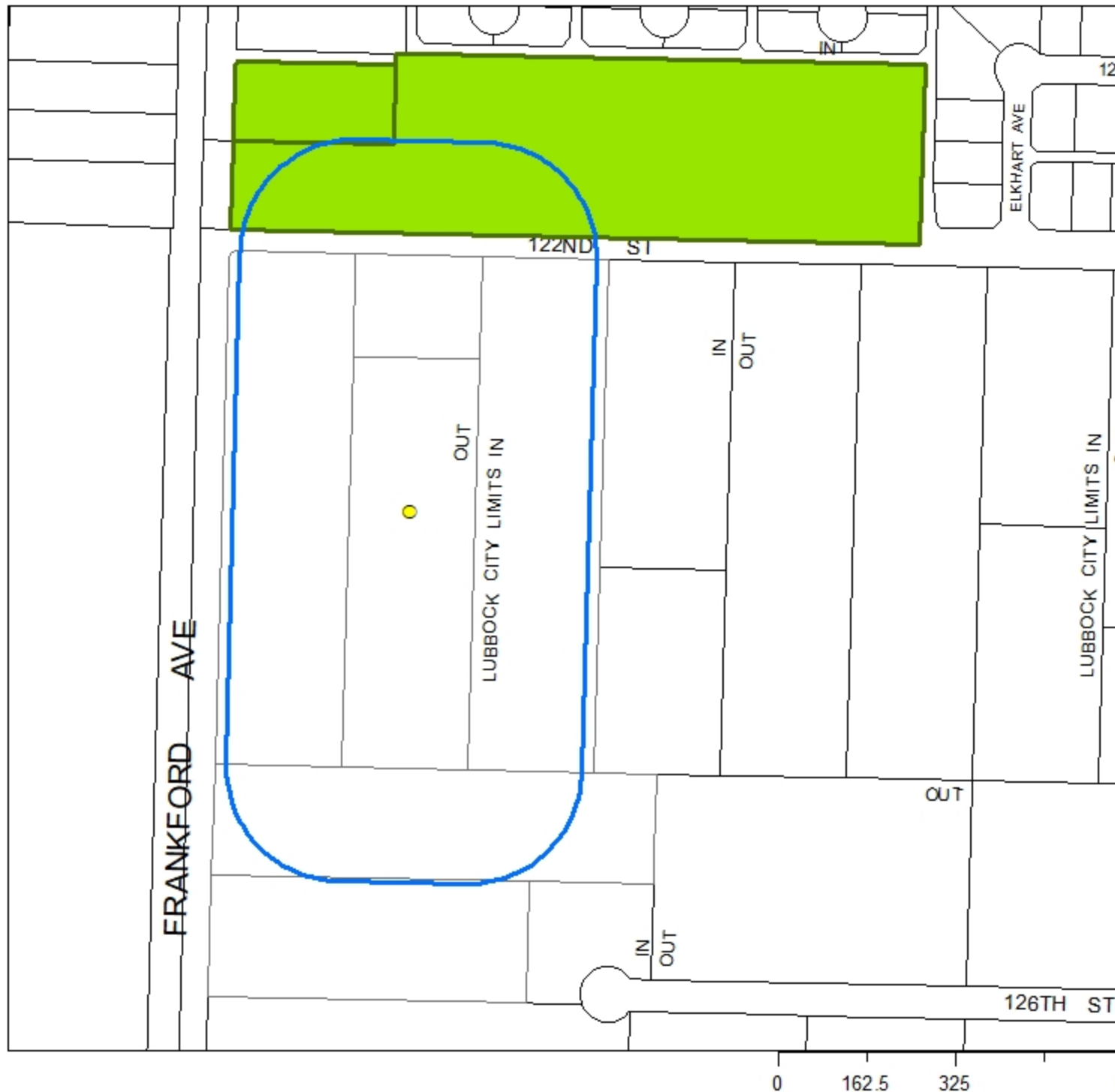
No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3464** a motion was made by **SUSAN TOMLINSON** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 0 (in favor) to 7 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3464



PZC Mailout Notifications Received



Legend

- LocatorPnt3464
- MailoutBuffer3464
- <all other values>

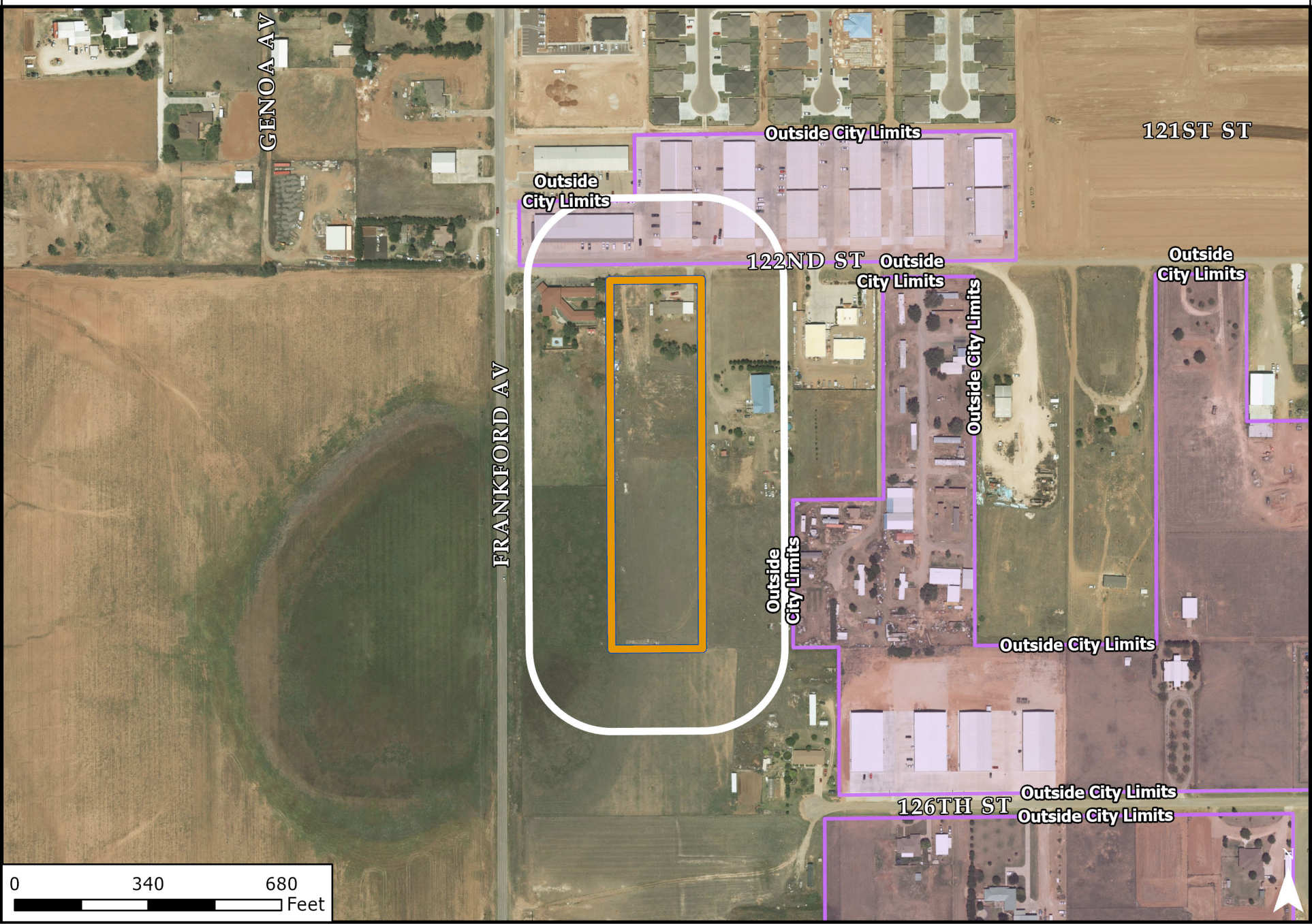
Notification Result

- In Favor
- No Feedback
- Opposed

Created by Planning Department
Date: 5/27/2022

0 162.5 325 650 Feet

Case Number 3464



GENOA AV

FRANKFORD AV

121ST ST

Outside City Limits

Outside City Limits

122ND ST

Outside City Limits

Outside City Limits

Outside City Limits

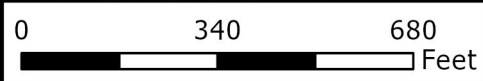
Outside City Limits

Outside City Limits

126TH ST

Outside City Limits









Outside City Limits

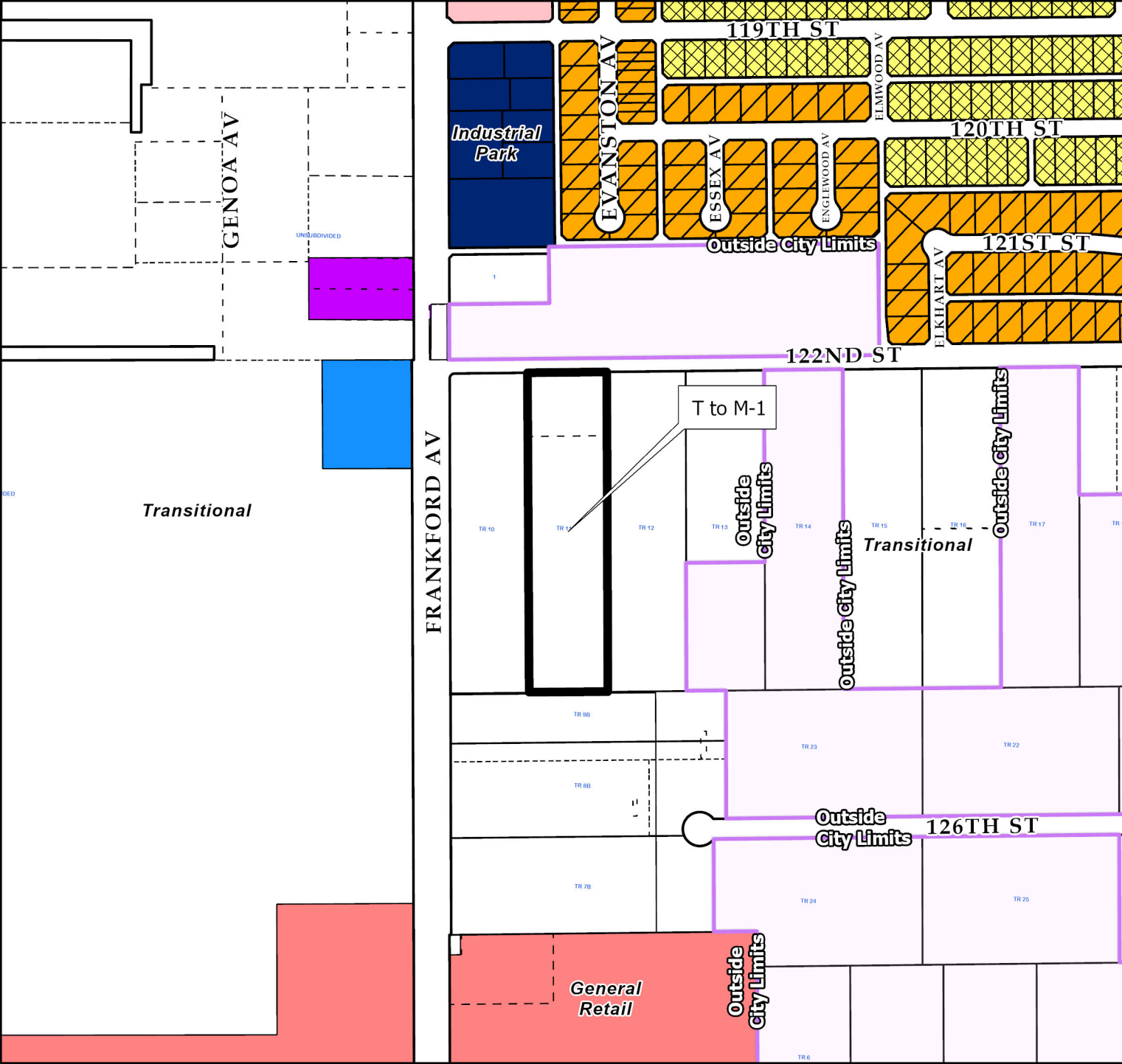


Current Zoning

3464

Zoning Districts

-  Local Retail
-  General Retail
-  Garden Office
-  Industrial Park
-  Interstate Highway Commercial
-  Single Family with Reduced Setbacks
-  Two Family Specific Use
-  Transitional



0 240 480 Feet



Future Land Use Plan Case 3464

Future Land Use Type

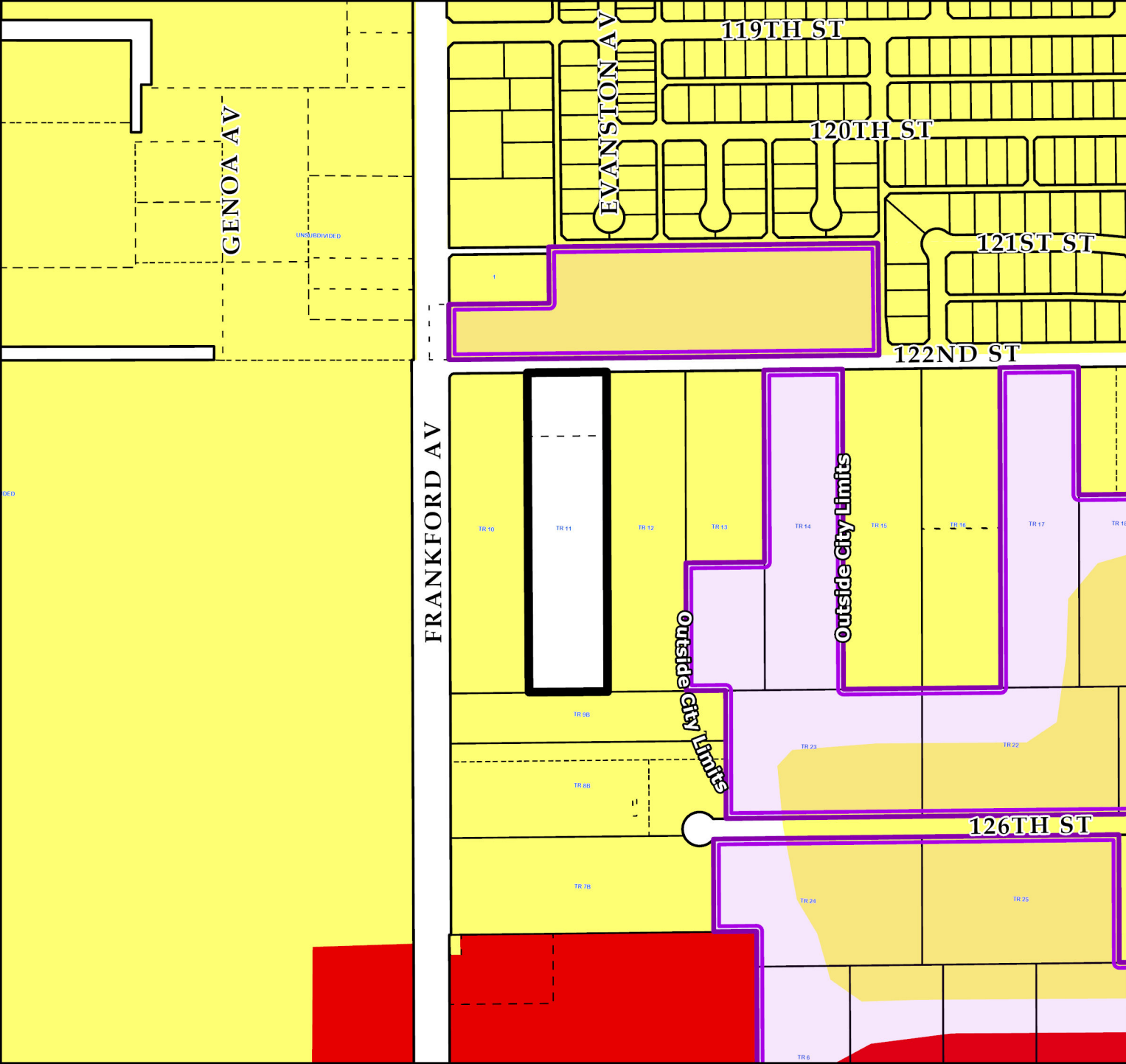
- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



0 240 480
Feet



Date Exported: May 2022



3464



Subject property. View to the south.



View to the east.



View to the north.



View to the west.



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5721 122nd St.
Lots/Tracts: 11
Survey & Abstract: Frankford Farms Tract 11
Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: 5
Existing Land Use: _____ Existing Zoning: Out of City / Transitional
Requested Zoning: NC (from the UDC)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____
Name: _____
Address: _____ City: _____ State: _____
ZIP Code: _____ Telephone: _____ Email: _____
Applicant's Signature: _____
Date: _____ Printed Name: _____

Owner Information

Firm Name: Canyon Rock Development, LLC
Owner: Jordan Madewell
Address: 7314 73rd St City: Lubbock State: Texas
ZIP Code: 79424 Telephone: 806 570 - 0264 Email: jordan@canyonrockre.com
Property Owner's Signature: Jordan Madewell
Date: 2/24/22 Printed Name: Jordan Madewell

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.: **3464**

In Favor



Opposed



Reasons and/or Comments:

Print Name

Daniel Postar

Signature:

[Signature]

Address:

5625 County Rd 7410

Address of Property Owned:

122 Rd Frankford

Phone Number:

806-785-3438

Email:

gar goyle dave@yahoo.com

Zone Case Number: **3464**

R301544

Recipient 3 of 7

122ND & FRANKFORD/DISCOUNT SHOP RENTALS I

5625 COUNTY ROAD 7410

LUBBOCK

TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **3464**

☒ In Favor

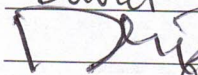
☐ Opposed

Reasons and/or Comments:

Print Name

David Postar

Signature:



Address:

5625 County Rd 7410

Address of Property Owned:

1585 & Frankford

Phone Number:

806-785-3438

Email:

gargayledave@yahoo.com

Zone Case Number: **3464**

R307478

Recipient 4 of 7

1585 & FRANKFORD / DISCOUNT RV

STORAGE & SHOP RENTALS INC

5625 COUNTY ROAD 7410

LUBBOCK

TX 79424

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 3289-A, a request of Betenbough Homes for Alcove Farms, for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A and B, and 65.5 acres of unplatted land out of Block D-6, Section 2, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on June 2, 2022, 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 3289-A
Staff Report 3289-A
Documentation 3289-A

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. 3289-A; A ZONING CHANGE FROM C-3 AND R-1 SPECIFIC USE FOR COMMERCIAL SUSTAINABLE FARMING TO PD ZONING DISTRICT AT 7919, 7921, AND 8101 4TH STREET, LOCATED SOUTH OF 4TH STREET AND WEST OF ALCOVE AVENUE, ALCOVE FARMS ADDITION, TRACTS A & B, AND 65.5 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 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. 3289-A

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 and R-1 Specific Use for Commercial Sustainable Farming** to **PD zoning district at 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A & B, and 65.5 acres of unplatted land out of Block**

D-6, Section 2, City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT 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 _____.

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kristen Sager, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3289-A
June 2, 2022

**AN 80.831 ACRE TRACT
IN THE NORTHWEST QUARTER OF
SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY
LUBBOCK COUNTY, TEXAS**

AN 80.831 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 42.78 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7536, PAGE 115, A PORTION OF THAT CERTAIN 10.16 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 8826, PAGE 194 AND A PORTION OF THAT CERTAIN 40.64 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 10275, PAGE 332 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 80.831 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 1 FOR THE NORTHWEST CORNER OF THIS TRACT AND THE SOUTHWEST CORNER OF A 12.595 ACRE TRACT OF LAND (TRACT "A" FOR PURPOSES OF THIS DESCRIPTION) SURVEYED THE SAME DATE HERewith, WHENCE A RAILROAD SPIKE FOUND IN THE CENTERLINE OF F. M. HIGHWAY 2255 AND ALCOVE AVENUE AT THE NORTHWEST CORNER OF SAID SECTION 1 BEARS N. 00° 13' 23" W. A DISTANCE OF 353.66 FEET;

THENCE DUE EAST A DISTANCE OF 1547.06 FEET TO A POINT IN THE WEST LINE OF SAID 40.64 ACRE TRACT AT THE SOUTHEAST CORNER OF SAID TRACT "A" FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID 40.64 ACRE TRACT BEARS N. 00° 15' 40" W. A DISTANCE OF 355.70 FEET;

THENCE S. 00° 15' 40" E., ALONG THE EAST LINE OF SAID 40.64 ACRE, A DISTANCE OF 2273.05 FEET TO A 1/2" IRON ROD WITH A CAP FOUND AT THE SOUTHEAST CORNER OF SAID 40.64 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 89° 52' 00" W., AT A DISTANCE OF 459.01 FEET PASS A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF A 23.51 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 9897, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAME BEING THE NORTHEAST CORNER OF A 14 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 9604, PAGE 142 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, CONTINUING AT A DISTANCE OF 674.04 FEET PASS A 1" IRON PIPE WITH A CAP FOUND AT THE SOUTHEAST CORNER OF SAID 10.16 ACRE TRACT, CONTINUING AT A DISTANCE OF 1547.05 FEET PASS A 60d NAIL FOUND IN PAVEMENT, CONTINUING FOR A TOTAL DISTANCE OF 1548.57 FEET TO A 1/2" IRON ROD WITH A CAP SET AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 00° 13' 23" W. A DISTANCE OF 2276.65 FEET TO THE **POINT OF BEGINNING**. BEARINGS OF THIS SURVEY ARE RELATIVE TO GEODETIC NORTH AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE SURFACE.

**METES AND BOUNDS DESCRIPTION FOR
ALCOVE FARMS,
TRACTS "A"- "C",
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

The plat limits for Alcove Farms, Tract "A" through "C" , an addition to the City of Lubbock, Lubbock County, Texas, located in the northeast quarter (NE/4) of Section 2, Block D6, H. E. & W. T. RR. Co. Survey, Abstract No. 758, Lubbock County, Texas, said tracts conveyed to Alcove Farms, LLC, described in a Warranty Deeds recorded in County Clerk's File Numbers 2016044891 and 2017019754 of the Official Public Records of Lubbock County, Texas, said tracts contain 79.439 acres of land being further described by metes and bounds as follows:

BEGINNING at the northeast corner of said Section 2 having coordinates of Northing: 7,279,02.68 and Easting: 905,382.95 of the Texas Coordinate System of 1983 (2011), Texas North Central Zone;

THENCE S. 01° 40' 46" W., along the east line of said Section 2, a distance of 1309.53 feet to a point in the centerline of Alcove Avenue and the southeast corner of these metes and bounds;

THENCE N. 88° 15' 06" W. a distance of 2638.66 feet to a point for the southwest corner of these metes and bounds;

THENCE N. 01° 40' 14" E. a distance of 1313.17 feet to a point in the centerline of F.M. Highway 2255 and the northwest corner of these metes and bounds;

THENCE S. 88° 10' 21" E. a distance of 2638.87 feet to the **POINT OF BEGINNING**. Bearings and coordinates are relative to the Texas Coordinate System of 1983 (2011), Texas North Central Zone, as calculated from a point of origin located at Northing: 7,279,379.90 and Easting: 904,898.61 with a convergence angle of -01° 54' 19" and a combined scale factor of 0.99976214. Distances are at surface, in U.S. Survey feet.

**A 12.595 ACRE TRACT
IN THE NORTHWEST QUARTER OF
SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY
LUBBOCK COUNTY, TEXAS**

A 12.595 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 1, BLOCK D-6, H. E. & W. T. RR. CO. SURVEY, LUBBOCK COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 42.78 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 7536, PAGE 115, A PORTION OF THAT CERTAIN 10.16 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 8826, PAGE 194 AND A PORTION OF THAT CERTAIN 40.64 ACRE TRACT OF LAND DESCRIBED AND RECORDED IN VOLUME 10275, PAGE 332 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 12.595 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND IN THE CENTERLINE OF F. M. HIGHWAY 2255 AND ALCOVE AVENUE AT THE NORTHWEST CORNER OF SAID SECTION 1 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N. 89° 55' 27" E., ALONG SAID CENTERLINE OF F. M. HIGHWAY 2255 AND THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 1546.82 FEET TO A RAILROAD SPIKE FOUND AT THE NORTHEAST CORNER OF SAID 40.64 ACRE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 00° 15' 40" E., ALONG THE EAST LINE OF SAID 40.64 ACRE, A DISTANCE OF 355.70 FEET TO A 1/2" IRON ROD WITH A CAP SET AT THE NORTHEAST CORNER OF A 80.831 ACRE TRACT OF LAND (TRACT "B" FOR PURPOSES OF THIS DESCRIPTION) SURVEYED THE SAME DATE HERewith FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH A CAP FOUND AT THE SOUTHEAST CORNER OF SAID 40.64 ACRE TRACT BEARS S. 00° 15' 40" E. A DISTANCE OF 2273.05 FEET;

THENCE DUE WEST A DISTANCE OF 1547.06 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 1 AT THE NORTHWEST CORNER OF SAID TRACT "B" FOR THE SOUTHWEST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH A CAP SET AT THE SOUTHWEST CORNER OF SAID TRACT "B" AND THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1 BEARS S. 00° 13' 23" E. A DISTANCE OF 2276.65 FEET;

THENCE N. 00° 13' 23" W. A DISTANCE OF 353.66 FEET TO THE **POINT OF BEGINNING**. BEARINGS OF THIS SURVEY ARE RELATIVE TO GEODETIC NORTH AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE SURFACE.

Staff Report		Zone Case 3289-A
City Council Meeting		June 28, 2022

Applicant Betenbough Homes

Property Owner Alcove Farms

Council District 6

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984, Ordinance No. 8660: This property was annexed into city limits and zoned Transition District (T).
- October 10, 1985, Zone Case 2538, Ordinance No. 8827: This property was rezoned from T to Single-Family District (R-1).
- September 8, 2016, Zone Case 3289, Ordinance No. 2016-00129: This property was rezoned from R-1 to R-1 and General Retail District (C-3) with a Specific Use for Commercial Sustainable Farming.
- June 2, 2022, Zone Case 3289-A: The Planning and Zoning Commission recommended approval of a Planned Development (PD) on property zoned Single-Family District (R-1) and General Retail District (C-3) with a Specific Use for Commercial Sustainable Farming by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 17
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

A portion of the property was platted as Alcove Farms, Tracts A and B in 2017 and 2022 respectively. The remaining 65.5 acres are unplatted and located in Block D-6, Section 2. A farm accessory building was constructed in 2017 and the remainder of the property consists of farm land.

Adjacent Property Development

This property is surrounded by single-family residences and vacant land zoned R-1 and R-1 Specific Use for Commercial Sustainable Farming.

Zoning Request and Analysis

Item Summary

The subject property is located at 7919, 7921, and 8101 4th Street, south of 4th Street and west of Alcove Avenue. The applicant is requesting a Planned Development (PD) to increase the number of animals and structures on the property, as detailed in the documentation submitted with the request.

Current zoning: Single-Family District (R-1) and General Retail District (C-3) Specific Use for Commercial Sustainable Farming

Requested zoning: Planned Development (PD)

Intent Statements

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.”

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 current Specific Use District 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 intent of the Planned Development District (PD) is “to provide a zoning regulatory process that encourages planning and design, resulting in plans for particular sites that fulfill the goals and objectives of the Comprehensive Plan while allowing for development that could not normally be achieved under conventional zoning regulations.”

Traffic Network/Infrastructure Impacts

The property is located south of 4th Street and west of Alcove Avenue, both of which are designated as Principal Arterials by the Master Thoroughfare Plan, 2018. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property

The proposed Planned Development is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed Planned Development is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses

The property is suitable for the Planned Development and may require additional public improvements to support the intensity of the proposed uses, since a large portion of the property is currently unplatted.

Attachments

- A. Case Information
- B. Thoroughfare Plan Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Photos
- G. Application and Supporting Documentation
- H. Notification Response

Staff Contacts

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Kristen Sager
Director of Planning
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3289-A



Allowable Uses: [Planned Development District \(PD\)](#)

Transportation: The proposed development has points of access from 4th Street and Alcove Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4 th Street <i>Principal Arterial (Modified)</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
Alcove Avenue <i>Principal Arterial (Modified)</i>	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.10 District 6

Case 3289-A: Betenbough Homes for Alcove Farms

Request for a Planned Development (PD) on property zoned General Retail District (C-3) and Single-Family District (R-1) with a Specific Use for Commercial Sustainable Farming at:

- 7919, 7921, and 8101 4th Street, located south of 4th Street and west of Alcove Avenue, Alcove Farms Addition, Tracts A & B, and 65.5 acres of unplatted land out of Block D-6, Section

PLANNING DIRECTOR KRISTEN SAGER stated there were seventeen (17) notifications sent out. There has been one (1) returned in favor and one (1) opposition. Staff shared the location of the property including pictures and maps and discussed the surrounding property. Staff recommends approval of this request.

APPLICANT KERRY RICHIE 6101 87th Street stated he is on the Board of Directors for Betenbough Homes and is the President of Alcove Farms. The farm is for regenerative farming, which started in 2016. Regenerative farming is a process that helps to improve the soil by having chickens and cattle move the dirt and reproduce in the area. This process allows for natural production. In 2019 they partnered with Texas Tech to do a soil analysis and found that the eighty acres on the west side of Alcove already has an increase of microbes in the soil.

FAVOR MORRIS LOCKNANE 7902 4th Street advised he lives directly across the street from Alcove Farms and has lived there for over 28 years. The farm is a great neighbor and he would love to see them be able to grow.

No one spoke in opposition to the request.

In the matter of **Zone Case 3289-A** a motion was made by **SUSAN TOMLINSON** and seconded by **JAMES BELL** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3289-A




FM 2255






CR 1440

CR 1500

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

◆ LocatorPnt3289_A

MailoutBuffer3289_A

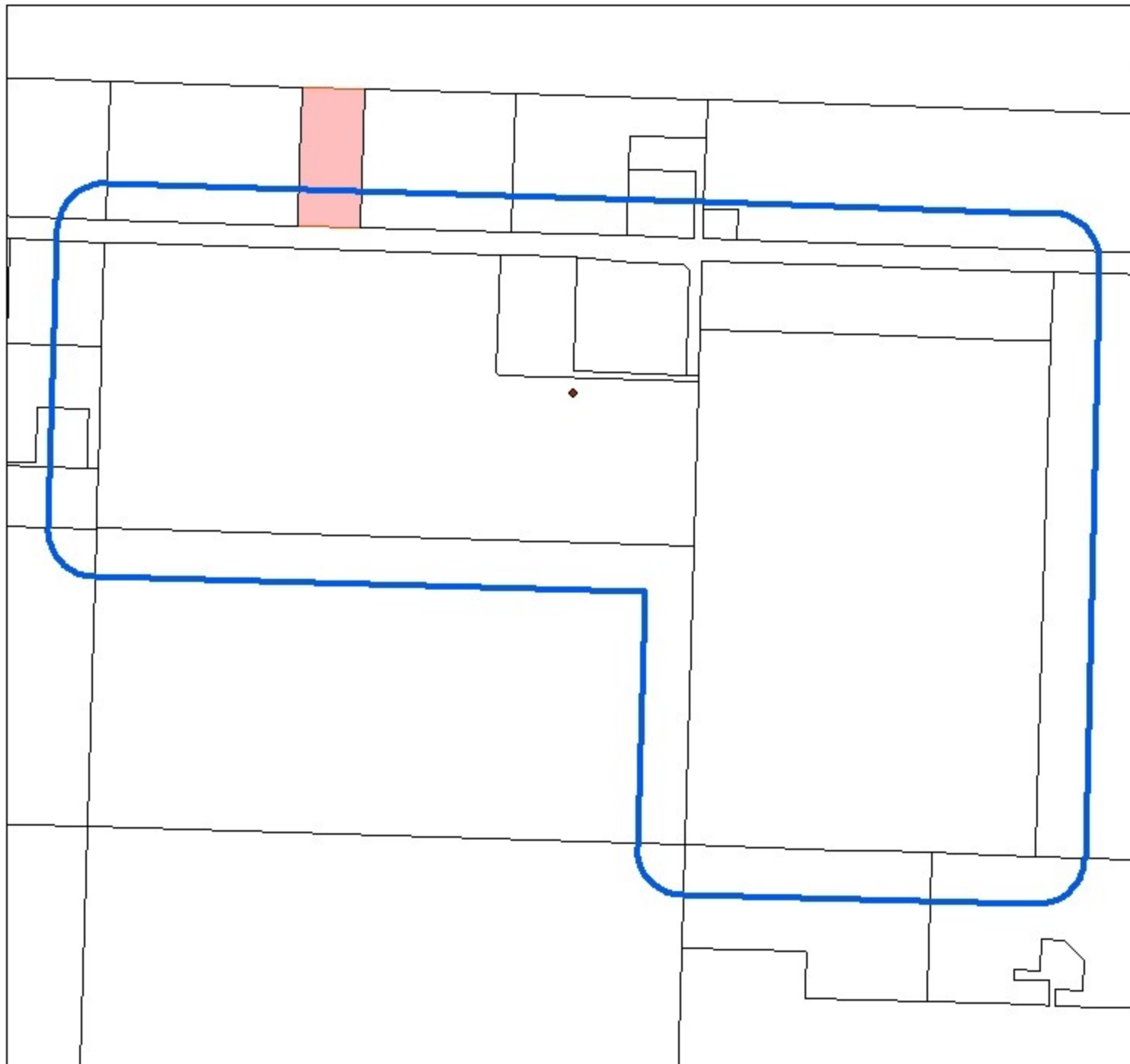
<all other values>

Notification Result

In Favor

No Feedback

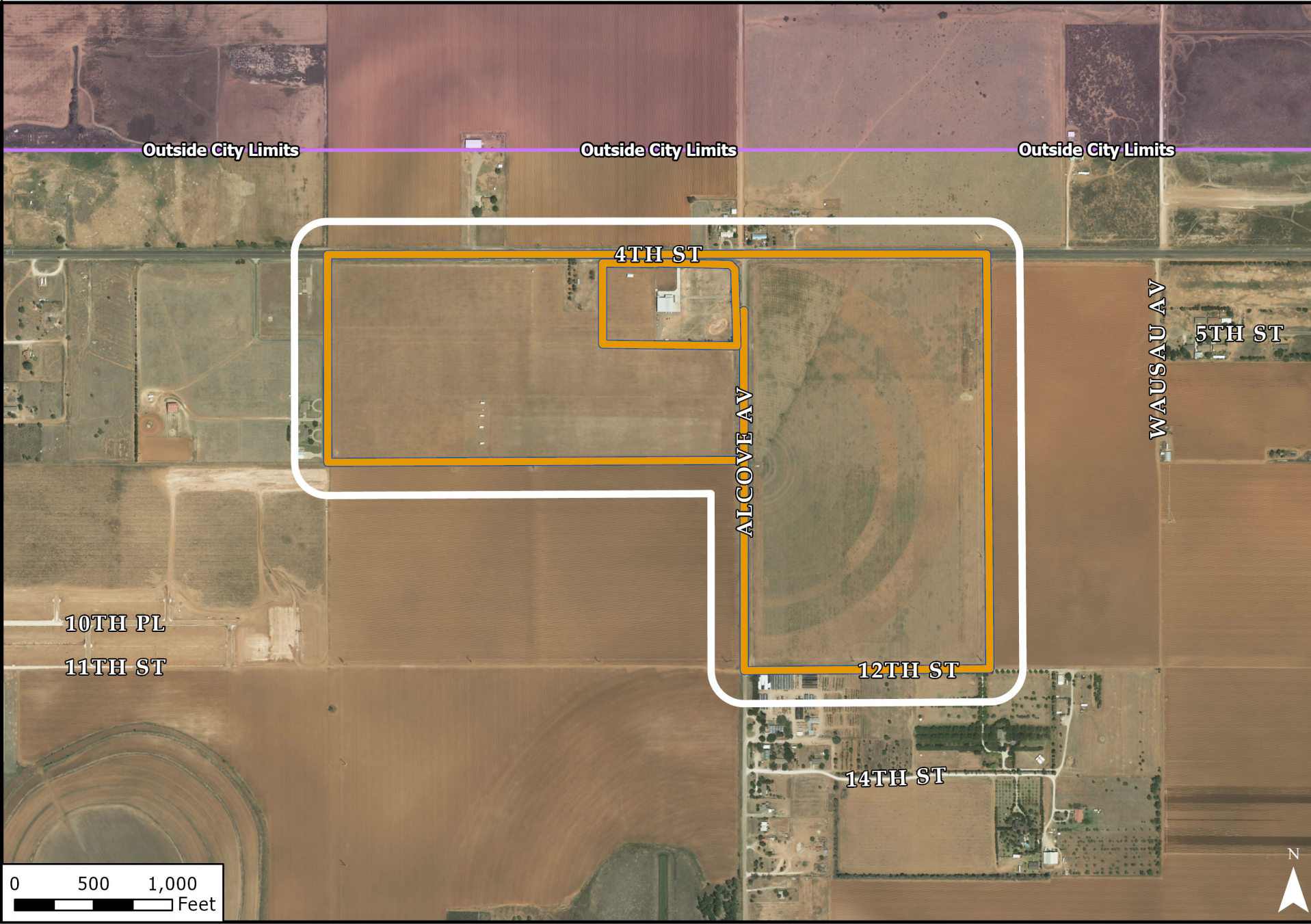
Opposed



0 387.5 775 1,550 Feet

Created by Planning Department
Date: 6/13/2022









Case Number 3289-A

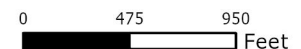
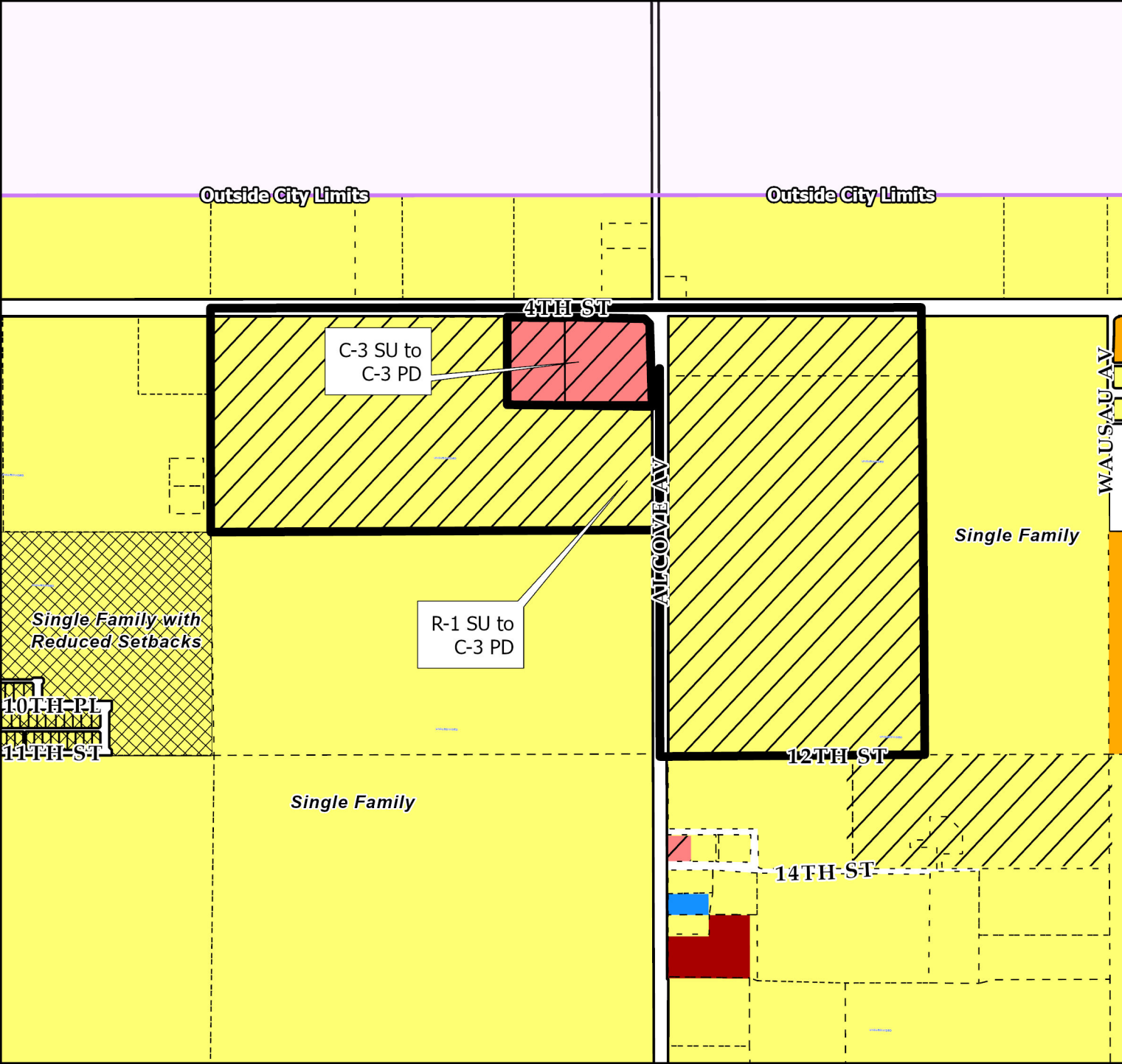


Current Zoning

3289-A

Zoning Districts

-  General Retail Specific Use
-  Commercial
-  Garden Office
-  Single Family
-  Single Family Specific Use
-  Single Family with Reduced Setbacks
-  Two Family
-  Transitional





View North.



View East.



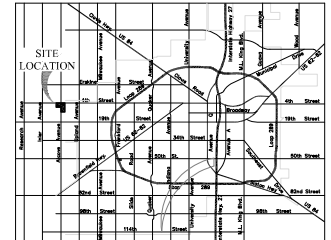
View South.



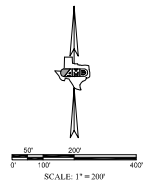
View West.

3289-A

SITE PLAN
ALCOVE FARMS,
 AN ADDITION TO THE CITY OF LUBBOCK,
 LUBBOCK COUNTY, TEXAS



VICINITY MAP
 NOT TO SCALE

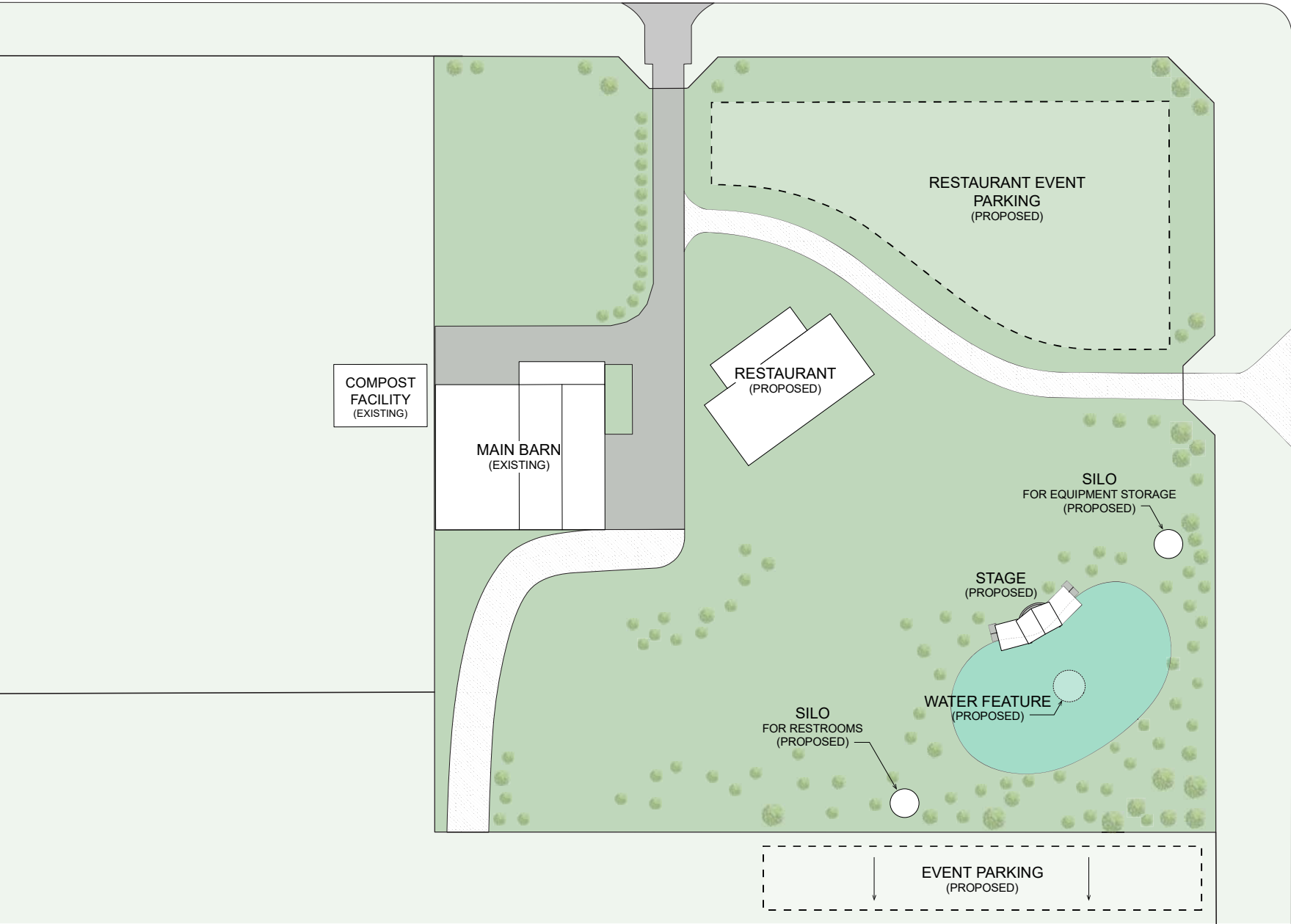


See Attachments:


- 1) Zone Change Application
 (Planned Development - PD)
- 2) Request Letter
 (Describing Requested Structures & Animals)
- 2) Concept Plan
 (Showing Footprint of Structure Location)

ALCOVE FARMS CONCEPT PLAN

4TH STREET
F.M. 225



ALCOVE AVENUE

1/64" = 1'-0" 



Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457
APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7919 4th Street (4th & Alcove)
Lots/Tracts: 80.831 Acre Tract, Alcove Farms Tracts "A" - "C", 12.595 Acre Tract (See Attached Descriptions)
Survey & Abstract: See Attached Site Plan & Concept Plan
Metes and Bounds Attached: Yes ☒ No ☐ Total Acreage of Request: 172.865
Existing Land Use: Agricultural Existing Zoning: C3 & R1 specific use
Requested Zoning: PD (Planned Development)
If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: N/A Bedenbough Homes
Name: Ronnie Wallace
Address: 6305 82nd Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-412-6611 Email: ronnie@bedenbough.com
Applicant's Signature: [Signature]
Date: 4.20.22 Printed Name: Ronnie Wallace

Owner Information

Firm Name: Alcove Farms
Owner: Alcove Farms
Address: 7919 4th Street City: Lubbock State: TX
ZIP Code: 79424 Telephone: 806-773-8661 Email: amosg@alcovefarms.com
Property Owner's Signature: [Signature]
Date: 4.20.22 Printed Name: Amos Green

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.



Amos Green, Farm Manager, Alcove Farms
7919 4th Street
Lubbock, Texas 79416

April 28th, 2022

Planning and Zoning Commission
City of Lubbock
1314 Avenue K
Lubbock, Texas 79401

Dear Commission Members,

Our operations at Alcove Farms (located at 4th Street and Alcove Avenue) have been very successful and well received. Demand for our eggs and frozen chicken has grown significantly over the last few years. Interest in Alcove Farms is very high, with residents throughout the city asking if they can tour the farm, so they can see where their food is grown. We are truly blessed to have the support of the Lubbock community.

We are requesting a **Zone Change Request from C-3 Specific Use and R-1 Specific Use for commercial sustainable farming to Planned Development (PD)** because we would like to potentially add structures and animals in the future. The current ordinance allows the structures/animals listed below. We would like these structures/animals to continue to be allowed in our new request. (We want to continue to have all permitted uses in the C-3 & R-1 zoning categories, as well as the conditions stated below, in the new PD request.)

Ordinance 2016-O0129 states:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the property be tied to the proposed site plan and floor plans (Exhibit B) for the commercial corner, limited to: a restaurant with the ability to allow events, meat market, general retail, chicken processing (entirely inside a building), grain silo, composting facility, and the pole barn (as illustrated on the site plan and floor plan).
2. That the agricultural area (see metes and bounds in Exhibit A) shall be limited to regenerative agriculture operations which shall be defined by :
 - a. Rotation of animals in ¼ - 5 acre paddocks, animals shall be rotated regularly in order to encourage regrowth of plants and grass,
 - b. Limited to 20 chickens per acre (including roosters),
 - c. Limited to 2 cows (or one cow and calve pair) per acre,
 - d. Limited to 4 sheep and/or goats per acre (male goats prohibited),
3. That permanent fencing shall be required which is adequate to secure all livestock on the property, with a four rail pipe fence surrounding the commercial corner.



In addition, we'd like to request the following changes/additions:

- 1) Event stage – for community involvement.
- 2) Standard barn type structures for housing animals and supplies.
- 3) Parking lot to accommodate events and restaurant.
- 4) Pond with fish – for entertainment, visual aesthetics, and possible future supply of fish for restaurant.
- 5) Change of 20 chickens per acre (including roosters) to 40 chickens per acre (including roosters) – to help accommodate the egg demand in Lubbock.
- 6) 20 Quail, ducks per acre – To supply fresh meat and eggs to Lubbock.
- 7) 20 Geese, turkey, rabbits per acre – To supply fresh meat to Lubbock.
- 8) 2 Donkey/Mule, llamas per acre – to protect livestock from predators.
- 9) 1 Beehive per acre – to pollenate the farm.
- 10) 2 Bison per acre – to assist in rotational grazing, visual aesthetics, meat production.
- 11) 2 Emu, Peacock, or other birds – for visual aesthetics.
- 12) 2 Swine per acre – to assist in rotational grazing efforts and provide fresh meat to Lubbock.

We're very excited about the future of Alcove Farms and appreciate your consideration of this request.

Sincerely,

Amos Green
Farm Manager, Alcove Farms

Enclosures: Site Plan, Concept Plan

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.: **3289-A**

In Favor ☐

Opposed ☒

Reasons and/or Comments:

I do not feel like we need type ^{THIS} OF Bussiness in the City limits of Lubbock. From what I understand the Pond is Already on the Property as well as numerous chickens probaly more than Allowed so why are they Asking premissio for something that HAS ALREADY BEEN DONE. I DO NOT WANT A RESTAURANT AND CHICKEN PROSSESING DONE ACROSS THE STREET FROM MY HOUSE.

Print Name

Donald Neel

Signature:

Donald Neel

Address:

8116 4th

Address of Property Owned:

8116 4th

Phone Number:

806-438-8644

Email:

dneel357@gmail.com

Zone Case Number: **3289-A**
NEEL, DONALD & DONNA K A
8116 4TH ST

R157682

Recipient 12 of 17

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution authorizing publication of a notice of intention to issue Electric Light and Power System Revenue Bonds.

Item Summary

This resolution authorizes the City to publish a notice of intent in the Lubbock Avalanche Journal to issue Electric Light & Power System Revenue Bonds (Revenue Bonds).

The Revenue Bonds are being issued for the following purposes:

1. Acquire, purchase, construct, improve, renovate, enlarge, and/or equip property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light; and,
2. Refund certain obligations of Lubbock Power & Light;

Specifically, the Revenue Bonds are designated in part, \$70,000,000, to fund the Substation Capacity Upgrade - Northeast, ERCOT Transmission/Distribution Service Provider System, Distribution System Upgrade-Improvements-Expansion, Substation Capacity Upgrade - Co-op, Substation Capacity Upgrade - Vicksburg, 4kV Distribution Conversion, Yellowhouse Substation Capacity Upgrade, McDonald Substation Capacity Upgrade, Red Raider Substation Distribution Feeders, Downtown Redevelopment, Substation Capacity Upgrade - Thompson, and Fiberoptic Communications projects. The before mentioned projects relate to Capital Improvements to move remaining 30 percent of customers to ERCOT. In addition to capital expenditure, \$90,000,000 of these funds will be used to reimburse for the Partial Requirements Settlement payment to Southwest Public Service Company (SPS).

All projects funded through this Revenue Bond issuance were discussed and approved during the budget process. No changes were made to the scope or funding source from what was presented during the budget approval process.

Fiscal Impact

The total amount of the Project costs financed with the Revenue Bonds will not exceed the \$160,000,000 total principal amount of one or more series of Electric Light & Power System Revenue Bonds. The annual debt service payments for the Revenue Bonds are budgeted through the annual operating budget process and are included in long-term financial planning and rate models. The annual payments are made from all or part of the net revenues of the City's Electric Light & Power System.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer, City of Lubbock
Harvey Hall, Chief Financial Officer, Lubbock Power & Light

Attachments

City Council Resolution
EUB Resolution

A RESOLUTION AUTHORIZING PUBLICATION OF A NOTICE OF
INTENTION TO ISSUE ELECTRIC LIGHT AND POWER SYSTEM
REVENUE BONDS

WHEREAS, the City of Lubbock, Texas (the “City”) intends to issue electric light and power system revenue bonds (the “Revenue Bonds”) for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council has found and determined that a notice of intention to issue the Revenue Bonds should be published in accordance with the provisions of the City Charter;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, THAT:

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized and directed to publish a notice of intention to issue the Revenue Bonds, in substantially the form set forth in Exhibit A hereto (the “Notice”) incorporated herein by reference for all purposes. The Notice shall be published once a week for a period of thirty (30) days prior to the date set forth in the Notice for passage of the ordinance authorizing the Revenue Bonds. Such Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. This resolution shall take effect from and after the date of its passage.

[Signature page to follow]

Resolution No. 2022- _____
June 28, 2022
Item No. ____

ADOPTED THIS June 28, 2022, by the City Council of the City of Lubbock, Texas.

CITY OF LUBBOCK, TEXAS

TRAY PAYNE, MAYOR

ATTEST:

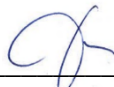
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Jerry V. Kyle, Jr., Bond Counsel

Signature Page for Notice of Intent Resolution

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
ELECTRIC LIGHT AND POWER SYSTEM REVENUE BONDS

NOTICE IS HEREBY GIVEN that on June 28, 2022, at 2:00 p.m., or after, at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at the Citizens Tower, 1314 Avenue K, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of electric light and power system revenue bonds, in one or more series, in the maximum amount not to exceed \$160,000,000 total principal amount to (i) acquire, purchase, construct, improve, renovate, enlarge, and/or equip property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light, and (ii) refund certain obligations of Lubbock Power & Light. A complete description of the bonds being authorized may be obtained from the Finance Department, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457; or from RBC Capital Markets, 200 Crescent Court, Suite 1500, Dallas Texas, 75201, Financial Advisor to the City.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on June 28, 2022.

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock (the “City”);

WHEREAS, subject to certain rights retained by the City Council of the City (the “City Council”), Chapter 1, Article XII, Section 1, of the City Charter (the “Charter”), provides that Lubbock Power & Light shall be governed, managed and operated by the Electric Utility Board (the “Board”);

WHEREAS, Chapter 1, Article XII, Section 1, of the Charter and Section 2.03.414 of the Code of Ordinances of the City collectively provide that the City Council retains the sole and exclusive authority with respect to issuing bonds or otherwise creating any indebtedness in the name of the City for the benefit of Lubbock Power & Light that is secured by the general tax revenue of the City or the net revenue of the Lubbock Power & Light system or the pledging of the assets thereof;

WHEREAS, Lubbock Power & Light’s staff has worked with the City’s financial advisor, bond counsel and other consultants to prepare a preliminary plan of finance (the “Preliminary Plan of Finance”) for the proposed issuance by the City of its Lubbock Power & Light system revenue bonds (the “Bonds”);

WHEREAS, the Preliminary Plan of Finance contemplates that the Bonds may be issued from time to time in one or more series and in an aggregate principal amount not to exceed \$160,000,000, with: (i) up to \$70,000,000 of such amount being issued to acquire, purchase, construct, improve, renovate, enlarge, and/or equip property, buildings, structures, facilities, and/or related infrastructure for Lubbock Power & Light (the “New Money Bonds”), and (ii) up to \$90,000,000 of such amount being issued to refund (the “Refunding Bonds”) certain obligations of Lubbock Power & Light related to that certain Settlement Agreement entered into between the City, acting by and through Lubbock Power & Light, and Southwestern Public Service Company dated May 27, 2021, EUB Resolution No. EUB 2021-R0039, and City Council Resolution No. 2021-R0201 (the “Settlement Agreement”);

WHEREAS, the Preliminary Plan of Finance currently contemplates that the Refunding Bonds will close upon the receipt of all necessary regulatory approvals, including approval of the Settlement Agreement by the Public Utility Commission of Texas and Federal Energy Regulatory Commission and the approval of the Bonds by the Office of the Attorney General of Texas;

WHEREAS, the Board has determined that the issuance of the Bonds in accordance with the Preliminary Plan of Finance is in the best interests of Lubbock Power & Light, its customers, and the City and will further the Board’s primary purpose of providing dependable and reliable electric service at reasonable and competitive rates to the citizens of the City while being financially self-sustaining;

NOW THEREFORE, BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD
OF THE CITY OF LUBBOCK:

THAT the Board hereby recommends consideration of the Preliminary Plan of
Finance by the City Council.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE
CITY OF LUBBOCK:

THAT the Board hereby recommends that the City Council authorize the issuance of
the Bonds in accordance with the Preliminary Plan of Finance.

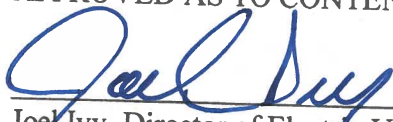
Passed by the Board this 21st day of June, 2022.


DAN ODOM, CHAIRMAN


ATTEST:


Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:


Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:


Jerry V. Kyle, Jr., Bond Counsel