City of Lubbock, Texas
Regular City Council Meeting
September 27, 2022

Tray Payne, Mayor
Shelia Patterson Harris, Mayor Pro Tem, District 2
Christy Martinez-Garcia, Councilwoman, District 1
Mark W. 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

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

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

1:00 p.m. - The City Council convenes in City Council Chambers. Upon convening, the City Council recesses into Executive Session.

1. **Executive Session**

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

1. 1. 1. Discuss procedures under Chapter 21 of the Texas Property Code

1. 1. 2. *City of Dallas, et al., v Disney DTC, LLC, Hulu LLC, and Netflix Inc.*, in the 14th Judicial District Court of Dallas County, Cause No. DC-22-09128

1. 1. 3. Legal advice and counsel regarding legal issues related to customer retail choice and the provider of last resort, including Utilities Code Chapters 39 and 40, and PUC rules promulgated thereunder

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

1. 2. 1. 66th Street and Upland Avenue

Adjourn from Executive Session

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

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - Any citizen wishing to appear in person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on September 27, 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.**

4. **Minutes**

4. 1. July 27, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
August 23, 2022 Regular City Council Meeting
September 6, 2022 Special City Council Meeting - Budget & Tax Rate Public Hearings

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2022-O0138, Amendment 39, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Centers for Disease Control and Prevention and the Federal Communications Commission; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Libraries:** Consider a resolution authorizing the City Council to accept additional funds from the Emergency Connectivity Fund (ECF) for mobile service on devices previously purchased with ECF funds, and authorizing the Mayor to execute any documents to purchase that mobile service for the devices, which are checked out through the Lubbock Public Library system.

5. 2. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Underwriters at Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0025 per $100 valuation.

5. 3. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company, for which the premium amount shall not exceed a rate of $0.0035 per $100 equipment valuation.

5. 4. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with the insurers as yet to be determined, for which the premium shall not exceed a rate of $0.7662 per $100.

5. 5. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with Lloyd's of London, Hallmark Specialty Insurance Company, Kemah, Zurich Insurance Group, Fidelis Insurance Company, Arch Specialty Insurance Company, Rivington, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Harleysville Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, Intact Insurance Group, Liberty Insurance Company and Hiscox Insurance Group, for which the premium shall not exceed a rate of $0.2817 per $100 of valuation.

5. 6. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase, for and on behalf of the City of Lubbock, Network Security, Privacy Liability, and Media Liability Insurance coverage from Obsidian Specialty Insurance Company, for which the premium amount shall not exceed $235,128.53.

5. 7. **Resolution - Business Development:** Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to Tropicale Foods, pursuant to Section 501.073 of the Texas Local Government Code.

5. 8. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas.

5. 9. **Ordinance 2nd Reading - Engineering:** Consider Ordinance No. 2022-O0139, amending Chapter 37, Infrastructure Construction, Article 37.01 Permitted Construction in Right-of-Way; providing a penalty; providing a savings clause; and providing for publication.

5. 10. **Ordinance 1st Reading - Stormwater Compliance:** Consider an ordinance amending Chapter 22, Utilities, Article 22.11, Stormwater Regulations of the Code of Ordinances of the City of Lubbock, Texas, with regard to stormwater plan review fees; providing a savings clause; providing a penalty; and providing for publication.

5. 11. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.

5. 12. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Service Contract 16638, and related documents, with Benevate, Inc. dba Neighborly Software, for grant management software for Community Development.

5. 13. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Professional Services Agreement 16563, with Fehr & Peers, for on-call planning services for Citibus.

5. 14. **Resolution - Lubbock Fire Rescue:** Consider a Resolution authorizing the Mayor to execute Contract 16822 with J. Rae Brockman for Mental Health Clinical Services.

5. 15. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding by and between the City of Lubbock, the Lubbock Mayor's Fitness Council, and United Supermarkets, to provide certain in-kind services in support of the Lubbock Mayor's Marathon, Half, Relay, and 5K, to provide recreational activity and promote physical fitness awareness for the residents of Lubbock and the surrounding area.

5. 16. **Ordinance 1st Reading - City Manager:** Consider an ordinance adding Section 22.01.004 of the Code of Ordinances of the City of Lubbock, related to over or under billing for utility services, other than electric or gas utilities; and adding Section 22.01.005 related to the proration of bills.

5. 17. **Resolution - Lubbock Power & Light:** Consider a resolution approving and establishing the procedures and criteria for designating the Provider of Last Resort, Voluntary Retail Electric Providers, and Default Retail Electric Providers, upon the initiation of retail competition in Lubbock Power & Light’s certificated area, and authorizing the initiation of the process.

6. **Regular Agenda**

6. 1. **Public Hearing - Police Department:** Conduct the second of two public hearings to receive comments on the Juvenile Curfew Ordinance, and consider a resolution to find that the City of Lubbock Juvenile Curfew Ordinance shall be abolished, continued or modified.

6. 2. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 809-A, a request of AMD Engineering, LLC for Shanghai Development Company, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11, and consider an ordinance.

6. 3. **Public Hearing – Planning (District 1):** Consider a request for Zone Case 1120-D, a request of AMD Engineering, LLC for 5G Crownpoint, LLC, for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition, and consider an ordinance.

6. 4. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 2072-B, for Joshua and Ni Wang Clark, for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12, and consider an ordinance.

6. 5. **Public Hearing - Planning (District 1):** Consider a request for Zone Case 3470, a request of Rise Broadband for Gerald and Lorraine Schulte, for a Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26, and consider an ordinance.

6. 6. **Public Hearing - Planning (District 3):** Consider a request for Zone Case 1424-A, a request of Chloe Williams for Brad and Stephen Linneman, for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5, and consider an ordinance.

6. 7. **Public Hearing - Planning (District 4):** Consider a request for Zone Case 1131-P, a request of JCW Development, LLC for various applicants, for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C, and consider an ordinance.

6. 8. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3016-E, a request of AMD Engineering, LLC for Kelling Family Revocable Trust and Joseph and Maribeth Wilcox, for a zone change from Garden Office (GO) and Transitional (T) to Local Retail District (C-2) with a Specific Use for Self-Storage Facilities generally located south of 98th Street and east of Rochester Avenue, on 2.94 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

6. 9. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3468, a request of Hugo Reed and Associates, Inc. for DWTP, LLC, for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19, and consider an ordinance.

6. 10. **Public Hearing - Planning (District 5):** Consider a request for Zone Case 3469, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) generally located south of 114th Street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20, and consider an ordinance.

6. 11. **Public Hearing - Planning (District 6):** Consider a request for Zone Case 2538-DD, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) generally located south of 4th Street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10, and consider an ordinance.

6. 12. **Ordinance 2nd Reading - Planning (District 2):** Consider Ordinance No. 2022-O0140, for a request for annexation, from Lone Oak Homes, LC, a Texas Limited Company, to annex an area of approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and west of Martin Luther King Jr. Boulevard.

6. 13. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

6. 14. **Resolution - Right of Way:** Consider a resolution authorizing Condemnation of Property by Eminent Domain; Determining the Public Necessity for the Project; Authorizing the Acquisition of Real Property Interests by Easement or in Fee Simple; and Authorizing All Other Acts to Complete Condemnation Proceedings, said properties being a 0.690 acre parcel and a 0.440 acre parcel, both located in Section 30, Block AK, Lubbock County, Texas, being portions of a 5.14 acre tract described in vol. 8542, pg. 37 in the Official Public Records, Lubbock County, Texas.

AI# 10989
Regular City Council Meeting **4. 1.**
09/27/2022:

Information

Agenda Item

July 27, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
August 23, 2022 Regular City Council Meeting
September 6, 2022 Special City Council Meeting - Budget & Tax Rate Public Hearings

Item Summary

July 27, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
August 23, 2022 Regular City Council Meeting
September 6, 2022 Special City Council Meeting - Budget & Tax Rate Public Hearings

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

7.27.2022 S LEDA
8.23.2022
9.6.2022 S Budget

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 27, 2022
8:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 27th of July, 2022, at the Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas at 8:30 a.m.

8:31 A.M. CITY COUNCIL CONVENED
Wells Fargo Center, 1500 Broadway, 5th Floor, Suite 501, Lubbock, Texas

Present: Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; City Manager W. Jarrett Atkinson; Deputy City Secretary Courtney Paz; Assistant City Attorney Kelli Leisure

Absent: Mayor Tray Payne; Council Member Dr. Jennifer Wilson

This was a meeting of the Lubbock Economic Development Alliance (LEDA) Board of Directors. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below:

Note: The Lubbock Economic Development Alliance, Inc. (LEDA) Board of Directors addressed agenda items in the following order:

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

1. MINUTES

1. 1. The Board will approve the Minutes of the LEDA Board of Directors Meeting of June 29, 2022.

Motion by Dr. John Opperman, seconded by Chris Carpenter, to approve the minutes of the LEDA Board of Directors Meeting of June 29, 2022.

Vote: 6-0 Motion carried by the Board

Other: SuzAnn Kirby (ABSENT)
Matt Bumstead (ABSENT)
Walter Cathey (ABSENT)

2. EXECUTIVE SESSION

This meeting was called into a closed session at 8:33 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:22 a.m. and adjourned.

2. 1. Hold an executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project and goals update, and monthly activity reports, quarterly reports, Business Retention and Business Recruitment & Innovation updates, and reports related to financial, budget, audit reports, and matters related to the Lubbock Business Park, Lubbock Rail Port, and neighboring property and workforce/training projects. Others may also participate in this report including but not limited to, John Osborne, Jana Johnston, Carolyn Rowley, Christine Allen, Katherine White, Katy Christy, Jorge Quirino, David Rushing, Chris Rankin, Mayor Tray Payne, Jarrett Atkinson, City Manager, members of City Council and Brianna Gerardi, Director of Business Development with the City of Lubbock.

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

2. 3. Hold an executive session in accordance with Texas Government Code Section 551.071 to discuss legal matters.

2. 4. Hold an executive session in accordance with Texas Government Code Section 551.074 to deliberate the appointment, employment, goals, compensation, evaluation, reassignment of duties, discipline, or dismissal of employee(s) or to hear a complaint or charge against an employee(s).

3. REGULAR SESSION

3. 1. The Board will consider a resolution to approve the June 2022 LEDA Financial Report.

***This item was deleted.**

3. 2. Presentation of project update and monthly activity reports for Workforce Development.

***This item was deleted.**

3. 3. Presentation of project update and monthly reports of Marketing and Communication activities.

***This item was deleted.**

3. 4. The Board will consider action, if needed, including the adoption of resolutions, to offer financial and other incentives to business prospects or other matters considered in Executive Session and ratification of performance agreements that have been approved by the Board.

***This item was deleted.**

3. 4. 1. The Board will consider the approval of a Performance Agreement for Project Compass.

***This item was deleted.**

3. 4. 2. The Board will discuss the negotiation of a Performance Agreement for Project Bronco.

***This item was deleted.**

3. 5. Discussion and the Board will consider action, if needed, on matters relating to the Lubbock Business Park, Lubbock Rail Port, and active projects, including but not limited to plans for current and possible future uses of the land, zoning, platting, mapping, marketing, services and utilities to and from the properties, and any other matters related to the possible uses of the land. This discussion and possible action on matters involving the properties may include but not be limited to the following items:

***This item was deleted.**

3. 5. 1. The Board will consider a resolution to deed 0.396 acres adjacent to East 19th Street to allow for the roadway reconstruction of East 19th Street.

***This item was deleted.**

3. 5. 2. Discuss the current status of the plans for developing the parks.

***This item was deleted.**

3. 5. 3. Discuss the current status of efforts to use the properties by businesses.

***This item was deleted.**

3. 5. 4. Update on the progress of the properties and any matters related to contractors and/or contracts.

***This item was deleted.**

3. 5. 5. Discuss and the Board will consider action, if needed, on possible financing options for improvements to the properties.

***This item was deleted.**

3. 5. 6. Discuss and the Board will consider action, if needed, on proposed future development of the properties with construction and engineering projects and related contracts, regarding projects and the development at LEDA properties.

***This item was deleted.**

3. 5. 7. Discuss and the Board will consider action, if needed, on property to be used for future economic development opportunities.

***This item was deleted.**

3. 6. Architectural Review Committee Report

***This item was deleted.**

3. 7. CEO Report

***This item was deleted.**

3. 7. 1. LEDA Dashboard

***This item was deleted.**

3. 7. 2. Employment Data Update

***This item was deleted.**

3. 8. Chairman's Report

***This item was deleted.**

9:22 A.M. CITY COUNCIL ADJOURNED

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

The July 27, 2022 Special City Council Meeting minutes were approved by the City Council on the 27th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 23, 2022
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 23rd of August, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; 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:

- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 5.1; 5.3; 5.5; 5.4; 6.1-6.28; and 7.1-7.14.*
- *Item No. 5.2 was deleted.*
- *Item No. 7.13 was postponed to September 27, 2022.*

1. Executive Session

The meeting recessed at 1:01 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:17 p.m., and the meeting was called to order at 2:19 p.m.

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

1. 1. 1. *City of Dallas, et al., v. Disney DTC, LLC, Hulu LLC, and Netflix Inc.,* in the 14th Judicial District Court of Dallas County, Cause No. DC-22-09128

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

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

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

City Council reconvened at 2:17 p.m.

2. Ceremonial Items

2. 1. Invocation

Worship Pastor Clay Thomas, Live Oak Community Church, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Shelia Patterson Harris.

Call to Order

The meeting was called to order at 2:19 p.m.

3. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on August 23, 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:

- Don Bybee appeared before City Council to speak in opposition of item 5.2 (Zone Case 343-A).
- Jordan Wheatley, representing the West Texas Home Builder's Association, the Lubbock Apartment Association, the Lubbock Association of Realtors, and the Lubbock Chamber of Commerce, appeared before City Council to speak in favor of item 7.14 (a resolution accepting the Semi-Annual Report of the Capital Improvements Advisory Committee and the recommendations therein).

4. Minutes

4. 1. June 29, 2022 Special City Council Meeting - Lubbock Economic Development Alliance
July 26, 2022 Regular City Council Meeting
August 1, 2022 Special City Council Meeting - Budget Work Session
August 2, 2022 Special City Council Meeting - Citizens Advisory Committee Report & Budget Work Session

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve the June 29, 2022 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the July 26, 2022 Regular City Council Meeting minutes; the August 1, 2022 Special City Council Meeting - Budget Work Session minutes; and the August 2, 2022 Special City Council Meeting - Citizens Advisory Committee Report & Budget Work Session minutes.

Vote: 7 - 0 Motion carried

5. Zone Case Public Hearings

5. 1. **Public Hearing - Planning (District 1):** Ordinance No. 2022-O0122, for Zone Case 0062-F, a request of S&R Auto Group, LLC for Maria Infante, for a zone change from Local Retail District (C-2) and General Retail District (C-3) to Commercial District (C-4), at 2015 and 2017 Clovis Road, located south of Clovis Road and west of Temple Avenue, Looney Addition, Block 55, the west part of Lots 6-9.

Mayor Payne opened the public hearing at 2:28 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 2:30 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Steve Massengale, to approve Ordinance No. 2022-O0122.

Vote: 7 - 0 Motion carried

5. 2. **Public Hearing – Planning (District 2):** Consider a request for Zone Case 343-A, a request of Big D's, LLC for Terry Humphrey, for a Specific Use for a bar on property zoned Commercial District (C-4), at 518 East 34th Street, located south of East 34th Street and west of Globe Avenue, Berry Addition, Block 1, Lot 1, and consider an ordinance.

This item was deleted (withdrawn by the applicant).

5. 3. **Public Hearing - Planning (District 4):** Ordinance No. 2022-O0123, for Zone Case 1223-C, a request of Boulder Venture, LLC for South Loop S6, LLC, for a zone change from General Retail District (C-3) to High-Density Apartment District (A-2) at 2551 South Loop 289, located south of South Loop 289 and west of University Avenue, Times Square Addition, Lot 1-B-1.

Mayor Payne opened the public hearing at 2:28 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 2:30 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Steve Massengale, to approve Ordinance No. 2022-O0123.

Vote: 7 - 0 Motion carried

5. 4. **Public Hearing – Planning (District 5):** Ordinance No. 2022-O0125, for Zone Case 3467, a request of Delta Land Surveying for BTHSS LLC dba Beat the Heat Shading Systems, for a zone change from Transition District (T) to Light Manufacturing District (M-1), at 13413 Frankford Avenue, located east of Frankford Avenue and south of 134th Street, on 1.83 acres out of Frankford Farms South Addition, Tract 1.

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

Mayor Payne opened the public hearing at 2:28 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 2:30 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0125.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

5. 5. **Public Hearing – Planning (District 6):** Ordinance No. 2022-O0124, for Zone Case 3181-B, a request of Abacus Engineering Surveying for Ashok Mittal, for a zone change from Garden Office District (GO) to Local Retail District (C-2), at 1301 North Frankford Avenue, located west of Frankford Avenue and north of Kemper Street, on 3.192 acres of unplatted land out of Block JS, Section 7.

Mayor Payne opened the public hearing at 2:28 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 2:30 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Steve Massengale, to approve Ordinance No. 2022-O0124.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Mark W. McBrayer, to approve items 6.1-6.28.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0117, Amendment 34, amending the FY 2021-22 Budget for municipal purposes respecting the Abandoned Vehicle Fund; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Police:** Resolution No. 2022-R0347 authorizing the Mayor to execute Purchase Order No.13800006, with Lenco Industries, Inc., for the purchase of a Lenco BearCat G3, for the Police Department.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2022-O0118, Amendment 35, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Commission on Environmental Quality for the Hazardous Waste Collection Event and the Electronics Waste Collection Event; providing for filing; and providing for a savings clause.

6. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0126, Amendment 36 amending the FY 2021-22 Budget for municipal purposes respecting Civil Service positions; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0127, Amendment 37 amending the FY 2021-22 Budget for municipal purposes respecting the Information Technology Fund and the Public Safety Capital Project Fund; providing for filing; and providing for a savings clause.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2022-O0128, Amendment 38, amending the FY 2021-22 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation, the Federal Transit Authority, and the Federal American Rescue Plan Act; providing for filing; and providing for a savings clause.

6. 6. **Ordinance 1st Reading - Finance:** Ordinance No. 2022-O0129, updating the Vintage Township Service and Assessment Plan and Assessment Roll.

6. 7. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2022-O0119, abandoning and closing alley right-of-way located in Block 3, Roberts and McWhorter Addition, Lubbock County, Texas.

6. 8. **Resolution - Engineering:** Resolution No. 2022-R0348 authorizing the Mayor to Execute Amendment No. 1 to the Professional Services Agreement Contract No. 16588, for flood protection planning for watersheds - TWDB Project No. 40065, with Freese and Nichols, Inc.

6. 9. **Resolution - Water Utilities:** Resolution No. 2022-R0349 authorizing the Mayor to execute Contract 16460, with Provine Helicopter Service, Inc., for brush control management in the Lake Alan Henry Watershed.

6. 10. **Resolution - Public Works Streets**: Resolution No. 2022-R0350 authorizing the Mayor to execute Contract 16655, with Ti-Zack Concrete Inc., for rebuilding portions of Mac Davis Lane and Avenue X in the North Overton area.

6. 11. **Resolution - Community Develoment:** Resolution No. 2022-R0351 authorizing and directing the Mayor to grant the waiver of Payment in Lieu of Taxes (PILOT) for FY 2021 requested by Lubbock Housing Authority (LHA).

6. 12. **Resolution - Aviation:** Resolution No. 2022-R0352 authorizing the Mayor to accept a Federal Aviation Grant Agreement for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

6. 13. **Resolution - Aviation:** Resolution No. 2022-R0353 authorizing the Mayor to execute Contract 16553, with Interstate Sealant & Concrete, Inc., for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

6. 14. **Resolution - Aviation:** Resolution No. 2022-R0354 authorizing the Mayor to execute Amendment No. 5 with Parkhill, for construction administration services for the Airfield Wide Joint Seal Project at Lubbock Preston Smith International Airport.

6. 15. **Resolution - Aviation:** Resolution No. 2022-R0355 authorizing the Mayor to accept a grant agreement under the Federal Aviation Administration Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Development Addendum for Lubbock Preston Smith International Airport, for the construction of the Customs Facility Project.

6. 16. **Resolution - Aviation:** Resolution No. 2022-R0356 authorizing the Mayor to execute a U.S. Government License for Real Property, No. 22EKW0032X, by and between the City of Lubbock and the United States of America, in connection with certain real property located at Lubbock Preston Smith International Airport.

6. 17. **Resolutions - Human Resources:** Resolution No.'s 2022-R0357, 2022-R0358, and 2022-R0359 authorizing the Mayor to execute Contract 16647 with ITSQuest, Inc., Contract 16757 with KT Black, and Contract 16758 with Premier Staffing Source, Inc., for temporary employment services, as needed.

6. 18. **Resolution - Information Technology:** Resolution No. 2022-R0360 authorizing the Mayor to execute Purchase Order 33001649, with Mythics, Inc., for the renewal of Oracle License Maintenance and Support for the JD Edwards Enterprise One, and One View Reporting applications, for the City's financial management system.

6. 19. **Resolution - Police:** Resolution No. 2022-R0361 authorizing the Mayor to execute Purchase Order No. 10025516 with GT Distributors, Inc., for the purchase of Glock 45MOS, for the Police Department.

6. 20. **Resolution - Police:** Resolution No. 2022-R0362 authorizing the Mayor to execute Contract No. 16595 between the City of Lubbock and Galls, LLC, for Police Uniforms.

6. 21. **Resolution - Police:** Resolution No. 2022-R0363 authorizing the Mayor to execute a renewal of the Local Administrative Agreement between the City of Lubbock and Lubbock County for the Lubbock Metropolitan Special Crimes Unit.

6. 22. **Resolution - Police:** Resolution No. 2022-R0364 authorizing the Mayor to execute a Memorandum of Understanding with Children’s Advocacy Center of the South Plains for coordination of joint investigations involving child abuse.

6. 23. **Resolution - City Secretary:** Resolution No. 2022-R0365 adopting a voting system for use in any one or more elections ordered by the City of Lubbock at all Early Voting and Election Day polling locations in Lubbock County.

6. 24. **Resolution - City Secretary:** Resolution No. 2022-R0366 authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for election services with Lubbock County and the eligible governmental units for said joint election(s), October 1, 2022 through September 30, 2023.

6. 25. **Resolution - City Secretary:** Resolution No. 2022-R0367 confirming the City Manager's appointment of Lewis V. Witherspoon to the Civil Service Commission.

6. 26. **Resolution - City Manager:** Resolution No. 2022-R0368 authorizing the City Manager to execute a Grant Agreement, and related documents, by and between the City of Lubbock and the Helen Jones Foundation, Inc., for the receipt of Grant Funds for the construction of a Downtown Civic Park.

6. 27. **Resolution - City Manager:** Resolution No. 2022-R0369 authorizing the Mayor to execute an Interlocal Agreement with Texas Tech University, to provide building inspection services to facilitate the construction of a project located on Texas Tech property at 2503 Mac Davis Lane.

6. 28. **Resolution - Lubbock Power & Light:** Resolution No. 2022-R0370 approving the Easement Agreement from the Board of Regents of the Texas A&M University System, located in Section 36, Block A, Lubbock County, Texas, with a street address of 1102 East F.M. 1294, for Texas A&M University’s Agricultural Research and Extension Center, and as more fully described in Exhibit A attached to the Easement Agreement, and authorizing the Mayor of the

City of Lubbock to execute same.

7. Regular Agenda

7. 1. Board Appointments - City Secretary: Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Civic Lubbock Inc. Board of Directors, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Appointments Advisory Board: Reappointment of Kathleen Burrell, Margaret Kelley, and Karen Mitchell; and the appointment of Ruby Gonzales, to replace Samuel Gonzales; and Keith Patrick, to replace Eric Pierce.

Building Board of Appeals: Reappointment of Jacob Kirkland; and the appointment of C.J. Marquette, to replace Christopher Coke; Manuel (Manny) Flores, to replace Steven Devenport; Christina Wier, to replace Zachary Garth; and Ricky Lawrence, to replace Brian Winn.

Canadian River Municipal Water Authority Board of Directors: Reappointment of Jay House.

Central Business District Tax Increment Financing Reinvestment Zone Board of Directors: Appointment of Jeremy Hamilton to replace David Alderson.

Citizens Traffic Commission: Reappointment of Skyler Sherrod; and the appointment of Jody Slaughter, to replace Kassondra Camargo; and Christina Gonzales, to replace Kathryn Emery.

Lubbock Water Advisory Commission: Reappointment of Jay House; and the appointment of Rusty Smith, to replace Katherine Drury; and Theodore Cleveland, to replace Carmon McCain.

Permit and License Appeal Board: Reappointment of Patrick Kelly and Karen Mitchell.

StarCare Board of Trustees: Reappointment of William Carter, Robert Kazee, and Brian Shannon.

Veterans Advisory Committee: Appointment of Jeremy Sedeno to replace Daniel Baze.

Zoning Board of Adjustment: Appointment of Christopher Coke to replace Rebecca Postar.

Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to appoint and reappoint the aforementioned citizens to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Citizens Traffic Commission, Lubbock Water Advisory Commission, Permit and License Appeal Board, StarCare Board of Trustees, Veterans Advisory Committee, and the Zoning Board of Adjustment.

Vote: 7-0 Motion carried

Civic Lubbock, Inc. Board of Directors: Reappointment of Lindley Herring; and the appointment of Roger Karr, to replace Rafael Guiterrez; Beverly McBeath, to replace Kendra Lansdell; and Emily Wilkinson, to replace Stephanie Massengale.

Motion by Council Member Latrelle Joy, seconded by Council Member Dr. Jennifer Wilson, to reappoint Lindley Herring; and appoint Roger Karr, to replace Rafael Gutierrez; Bevery McBeath, to replace Kendra Lansdell; and Emily Wilkinson, to replace Stephanie Massengale, to the Civic Lubbock, Inc. Board of Directors.

Vote: 6-1 Motion carried

NAY: Council Member Mark W. McBrayer

7. 2. **Board Appointments - City Secretary:** Consider appointments to the Bell Farms Public Improvement District (PID) Advisory Board.

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

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to appoint Trace Moore and Robert Ballesteros to the Bell Farms Public Improvement District Advisory Board.

Vote: 7 - 0 Motion carried

7. 3. **Board Appointments - City Secretary:** Consider appointments to the Quincy Park Public Improvement District (PID) Advisory Board.

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

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to appoint Eric Pierce, Paul Shuey, and Nathan King to the Quincy Park Public Improvement District Advisory Board.

Vote: 7 - 0 Motion carried

7. 4. **Board Appointments - City Secretary:** Consider appointments to the North Point Public Improvement District (PID) Advisory Board.

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

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to appoint Eden Shelton, Donnie Carrasco, and Charlotte McCarty to the North Point Public Improvement District Advisory Board.

Vote: 7 - 0 Motion carried

7. 5. **Board Appointments - City Secretary:** Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy to appoint Melanie Barnes as Chair, and Celeste Hoehne as Vice Chair of the Lubbock Water Advisory Commission.

Vote: 7 - 0 Motion carried

7. 6. **Board Appointment Delcaration - City Secretary:** Declare two appointments by the Mayor to the Lubbock Housing Authority Board of Commissioners: Ayda Chapa and Amanda Gray.

Council Member Christy Martinez-Garcia declared Ayda Chapa and Amanda Gray as the Mayor's appointments to the Lubbock Housing Authority Board of Commissioners.

7. 7. **Public Hearing - Finance:** Ordinance No. 2022-O0130, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:14 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0130.

Vote: 7 - 0 Motion carried

7. 8. **Public Hearing - Finance:** Ordinance No. 2022-O0131, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:14 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0131.

Vote: 7 - 0 Motion carried

7. 9. **Public Hearing - Finance:** Ordinance No. 2022-O0132, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:14 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0132.

Vote: 7 - 0 Motion carried

7. 10. **Public Hearing - Finance:** Ordinance No. 2022-O0133, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:14 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0133.

Vote: 7 - 0 Motion carried

7. 11. **Public Hearing - Finance:** Ordinance No. 2022-O0134, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:14 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0134.

Vote: 7 - 0 Motion carried

7. 12. **Public Hearing - Finance:** Ordinance No. 2022-O0135, reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Upland Crossing PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2022 assessments for the cost of certain services and improvements to be provided in the district during FY 2022-23; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning & analysis, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:13 p.m.

No one appeared to speak in favor or opposition.

Mayor Payne closed the public hearing at 3:14 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2022-O0135.

Vote: 7 - 0 Motion carried

7. 13. **Ordinance 2nd Reading - Planning (District 3):** Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

This item was postponed.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Mark W. McBrayer, to postpone this item to the September 27, 2022 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

7. 14. **Resolution - Engineering:** Resolution No. 2022-R0371 accepting the Semi-Annual Report of the Capital Improvements Advisory Committee (CIAC) and the recommendations therein.

Jarrett Atkinson, city manager; Mike Keenum, division director of engineering/city engineer; and Thomas Payne, chair of the Capital Improvements Advisory Committee (CIAC), gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve Resolution No. 2022-R0371.

Vote: 7 - 0 Motion carried

3:20 P.M. CITY COUNCIL ADJOURNED

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

The August 23, 2022 Regular City Council Meeting minutes were approved by the City Council on the 27th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 6, 2022
5:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 6th of September, 2022, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 5:30 p.m.

5:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Mayor Tray Payne; Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia; Council Member Steve Massengale; Council Member Mark W. McBrayer; 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:
- *1.1-1.4*
- *Item No.'s 1.3 & 1.4 were amended.*

1. Regular Session

1. 1. Public Hearing - Finance: Hold a public hearing on the Proposed FY 2022-23 Operating Budget and Capital Program.

Public Hearing only.

Mayor Payne opened the public hearing at 5:31 p.m.

Holle Humphries and Mikel Ward appeared to speak on this item.

Mayor Payne closed the public hearing at 5:49 p.m.

1. 2. Public Hearing - Finance: Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.36 percent (percentage by which the proposed tax rate exceeds the No-New-Revenue tax rate calculated under Chapter 26, Tax Code).

Public Hearing only.

Mayor Tray Payne, read into the record, the following statement: "City Council will now hold a public hearing on a proposal to increase the total tax revenues from properties on the tax roll in the preceding year by 1.36 percent."

Mayor Payne opened the public hearing at 5:50 p.m.

Mikel Ward appeared to speak on this item.

Mayor Payne closed the public hearing at 5:52 p.m.

1. 3. Ordinance 1st Reading - Finance: Ordinance No. 2022-O0136 approving and adopting a budget for Fiscal Year 2022-23; approving summary of estimated and forecasted revenues, appropriations, and use of excess reserves for all funds of the city; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of Adopted Budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2022-23 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 22.04.133 of the Code of Ordinances of the City of Lubbock by revising the significant industrial user permit fee as contained therein; amending section 22.04.174 of the Code of Ordinances of the City of Lubbock by revising the septic tank load and disposal permit fees as contained therein; amending section 22.06.051 of the Code of Ordinances of the City of Lubbock by revising the solid waste landfill service fees as contained therein; amending section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste collections service fees as contained therein; providing for the reconciliation of the transfer of funds from the General Fund to Enterprise Funds; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

This item was amended.

Jarrett Atkinson, city manager, gave a presentation and answered questions from City Council. Chad Weaver, city attorney; Floyd Mitchell, chief of police; and Nathan White, assistant chief of police, gave comments and answered questions from City Council.

Main Motion by Council Member Steve Massengale, seconded by Council Member Christy Martinez-Garcia, to approve Ordinance No. 2022-O0136 as presented at the dais.

AMENDMENTS TO THE MAIN MOTION

Amendment No. 1

Motion by Council Member Mark W. McBrayer, seconded by Council Member Dr. Jennifer Wilson, to amend the main motion by substituting a revised Exhibit G, (which amends the FY 2022-23 Operating Budget and Capital Program as follows in order to support the adoption of the no new revenue property tax rate: in the General Fund, decrease property tax revenue by $1,248,809; increase sales tax revenue by $441,081; increase use of excess reserves by $287,952; delete four heavy equipment operator III positions, along with the corresponding compensation and benefits, from Paved Streets, totaling $256,147; delete one senior grounds maintenance worker and three park construction and maintenance workers, along with the corresponding compensation and benefits, from Park Maintenance, totaling $183,969; decrease credit card

charges for Building Safety, totaling $66,500; and decrease credit card charges for Accounting, totaling $13,160; in the Debt Service Fund, increase ad valorem tax collections by $23,047; and decrease use of excess reserves by $23,047; and in the Economic Development Fund, decrease ad valorem tax collections by $87,233; and decrease Market Lubbock, Inc. by $87,233) and that all conforming changes be made to the Ordinance and Exhibits that have been necessitated by the substitution.

Vote on Amendment No. 1: 4-3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

Amendment No. 2

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to amend the main motion by directing the funds realized from the elimination of four heavy equipment operator III positions from paved streets; one senior grounds maintenance worker position from park maintenance; and three park construction & maintenance worker positions from park maintenance; in the approximate sum total amount of $440,116, to increase staffing and operations of the Lubbock Police Department in connection with enhanced enforcement of the Juvenile Curfew Ordinance.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Mark W. McBrayer to end debate on Amendment No. 2.

Vote on Motion to End Debate on Amendment No. 2: 4-3 failed *

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

*Note: A motion to end debate requires a two-thirds vote to carry (5 votes).

Vote on Amendment No. 2: 2-5 failed

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

Amendment No. 3

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Dr. Jennifer Wilson, to amend the main motion by directing staff to increase the appropriation from sales tax by $75,000, and direct that revenue to the Juvenile Curfew Enforcement Pilot Program.

Vote on Amendment No. 3: 6-1 Motion carried

NAY: Council Member Mark W. McBrayer

Amendment No. 4

Motion by Council Member Mark W. McBrayer to amend the proposed substitution of Exhibit G as follows: under changes due to no new revenue tax rate, general fund, increase sales tax revenue by $91,609.14 to a total of $532,690.14, and direct the increase in funds to be used for the operation and expenses of the Maxey Park Swimming Pool facility for one additional year. **(This motion died due to the lack of a second.)**

Vote on Main Motion (with Amendments 1 & 3): 4-3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

1. 4. Ordinance 1st Reading - Finance: Ordinance No. 2022-O0137 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2022; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

This item was amended.

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

Mayor Tray Payne, read into the record, the following statement: "The City Council will vote on the tax rate, on the second and final reading, at the September 13, 2022, City Council Meeting, in City Council Chambers, 1314 Avenue K, beginning at 2:00 p.m."

Motion by Council Member Mark W. McBrayer, seconded by Council Member Dr. Jennifer Wilson, to approve Ordinance No. 2022-O0137, adopting a property tax rate that is the no new revenue rate of .476762.

Vote: 4 - 3 Motion carried

NAY: Mayor Pro Tem Shelia Patterson Harris
Council Member Latrelle Joy
Council Member Steve Massengale

7:46 P.M. CITY COUNCIL ADJOURNED

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

The September 6, 2022 Special City Council Meeting minutes were approved by the City Council on the 27th day of September, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

AI# 11002
Regular City Council Meeting 5. 1.
09/27/2022:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2022-O0138, Amendment 39, amending the FY 2021-22 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Centers for Disease Control and Prevention and the Federal Communications Commission; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $125,000 from the Centers for Disease Control and Prevention for the Closing the Gap with Social Determinant of Health Accelerator Plans Grant

II. Accept and appropriate $287,700 from the Federal Communications Commission for the Emergency Connectivity Fund Grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 39

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2021-22 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION AND FROM THE FEDERAL COMMUNICATIONS COMMISSION; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #39) for municipal purposes, as follows:

I. Accept and appropriate $125,000 from the Centers for Disease Control and Prevention for the Closing the Gap with Social Determinant of Health Accelerator Plans Grant.

II. Accept and appropriate $287,700 from the Federal Communications Commission for the Emergency Connectivity Fund Grant.

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

AI# 10948
Regular City Council Meeting **5. 1. 1.**
09/27/2022:

Information

Agenda Item

Resolution - Libraries: Consider a resolution authorizing the City Council to accept additional funds from the Emergency Connectivity Fund (ECF) for mobile service on devices previously purchased with ECF funds, and authorizing the Mayor to execute any documents to purchase that mobile service for the devices, which are checked out through the Lubbock Public Library system.

Item Summary

On July 27, 2022, the Lubbock Public Libraries received the Funding Commitment Decision Letter (FCDL) from the Emergency Connectivity Fund (ECF), with the notification that the grant application for additional funding from the Emergency Connectivity Fund had been approved. Lubbock Public Libraries received $287,700 to purchase an additional year of mobile service for devices purchased with previous ECF funding. These devices will be checked out through the Lubbock Public Library system to members of the Lubbock Community, in order to immediately assist those that face challenges accessing reliable internet connections.

Fiscal Impact

This $287,700 grant is fully funded by the Emergency Connectivity Fund, and therefore does not require a local match. Acceptance of these funds will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Funding Decision Letter
Grant Application

RESOLUTION

WHEREAS, the Emergency Connectivity Fund (ECF) is a $7.17 billion program funded by the American Rescue Plan Act of 2021 to help schools and libraries support remote learning. The Program provides funding to schools and libraries for the reasonable costs of eligible equipment and services that can be provided to students, teachers, and library patrons who lack connected devices, such as laptop or tablet computers, and/or lack broadband access during the pandemic; and

WHEREAS, the City of Lubbock (the "City") accepted ECF grant funds on April 12, 2022 via Resolution No. 2022-0182; and

WHEREAS, the City has received an additional Funding Commitment Decision Letter (FCDL), attached hereto and incorporated herein, providing for additional ECF grant funds; **NOW THEREFORE:**

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

THAT the City Council hereby accepts the additional funds from the ECF Program, and directs staff to appropriate and utilize those funds in accordance with the ECF Program requirements.

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Res.Acceptance of Second Round ECF Grant
8.4.22

Universal Service Administrative Co.

July 27, 2022

ECF Funding Commitment Decision Letter

2022

Contact Information:
Rebecca Webb
LUBBOCK PUBLIC LIBRARY
1306 9TH ST
LUBBOCK TX 79401 - 2798
rwebb@mail.ci.lubbock.tx.us

ECF FCC Form 471: ECF202207522

BEN: 141984
Obligation File: 4
Application Nickname: ECF Round 3 Service

Totals

Total Committed	**$287,700.00**

What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.[1]

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.[2] Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

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[1] The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap,* WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) *(Emergency Connectivity Fund Report and Order)* If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

[2] *Emergency Connectivity Fund Report and Order,* at para.93.

- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the ECF FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the ECF FCC Form 474, the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order,* attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through https://www.sam.gov) and subaward activity (through http://www.fsrs.gov) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed $30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver,** visit the Appeals section in the Emergency Connectivity Fund (ECF) Portal and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's website for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules,** please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the Electronic Comment Filing System (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).

ECF Funding Commitment Decision Overview

2022

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2290010199	T-Mobile USA, Inc.	$287,700.00	$287,700.00	Funded

FRN	Service Type	Status
ECF2290010199	Services	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	12		
Total Eligible Recurring Charges	$287,700.00	Total Eligible One Time Charges	$0.00
	Total Charges	$287,700.00	
	Committed Amount	**$287,700.00**	

Dates	
Service Start Date	**1/1/2023**
Service End Date	**12/31/2023**
Service Delivery Date	12/31/2023
Invoice Deadline Date	2/29/2024

Service Provider Information	
Service Provider	T-Mobile USA, Inc.
SPIN (498ID)	143026181

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

The FRN's service start date was modified from December 1, 2022 to January 1, 2023 to reflect the 12 months of service being requested.

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR § 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

[2 CFR Part 170; 85 FR 49526, Aug. 13, 2020]

Approval by OMB

Universal Service Administrative Co.

Description of Services Ordered and Certification Form 471

Emergency Connectivity Fund FCC Form 471

Application Information

Nickname	ECF Round 3 Service
Application Number	ECF202207522
Funding Year	2022

Billed Entity

LUBBOCK PUBLIC LIBRARY
1306 9TH ST LUBBOCK TX 79401 - 2798
806-775-2848
jhenderson@mylubbock.us

Billed Entity Number	141984
FCC Registration Number	0001653831
Applicant Type	Library System

Contact Information

Rebecca Webb
806-775-2429
rwebb@mail.ci.lubbock.tx.us

Holiday/Summer Contact Information

An alternate contact number for Rebecca Webb is (214) 986-5436. A secondary contact is Stacy McKenzie, smckenzie@mylubbock.us, (806) 775-2824.

Consulting Firms

Name	Consultant Registration Number	Phone	Email
E-Rate Central	16060891	516-801-7800	info@e-ratecentral.com

Entity Information

BEN	Name	Total Square Footage	Urban or Rural
141984	LUBBOCK PUBLIC LIBRARY	105482	Urban

Funding Request for FRN #ECF2290010199

Funding Request Nickname	T-Mobile Service
Service Type	Services
Agreement (Contract) Type	Contract
Service Provider	T-Mobile USA, Inc.
What is the service start date?	December 01, 2022
When will the services end?	December 31, 2023
Invoicing Method	Applicant - FCC Form 472 (BEAR Form)
New Construction or Self-Provisioned Network Key Information	No
Narrative	The Lubbock Public Libraries received funding for mobile devices and mobile service for these devices from ECF Round 2. As we are putting programs in place to begin distribution, the interest and excitement for the opportunities created by this technology is endless. With the 2023 ECF Round 3 funding, we are requesting an additional 12 months of service for these devices, which include 100 Wi-Fi Hotspots, 350 Samsung Galaxy Tablets, and 350 Samsung Chromebook Laptops. These months will not overlap previously funded service, and will only be used for the ECF funded mobile devices.

FRN Calculation

Total Recurring Charges	$287,700.00
Total One-Time Charges	+ $0.00
Total Charges	= $287,700.00

Service Detail - ID # 1

Type of Connection	Mobile Broadband
Bandwidth Download	25.000 Mbps
Bandwidth Upload	15.000 Mbps
Firewall Included	No
Total Quantity	450
Total Cost	$189,000.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	$35.00
Monthly Quantity	x 450
Months of Service	x 12.00
Total Recurring Costs	= $189,000.00

One-Time Cost	
One-Time Unit Cost	$0.00
One-Time Quantity	x 0
Total One-Time Costs	= $0.00

Summary	
Total Cost	$189,000.00

Service Detail - ID # 2

Type of Connection	Mobile Broadband
Bandwidth Download	25.000 Mbps
Bandwidth Upload	15.000 Mbps
Firewall Included	No
Total Quantity	350
Total Cost	$98,700.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	$23.50
Monthly Quantity	x 350
Months of Service	x 12.00
Total Recurring Costs	= $98,700.00

One-Time Cost	
One-Time Unit Cost	$0.00
One-Time Quantity	x 0
Total One-Time Costs	= $0.00
Summary	
Total Cost	$98,700.00

Certifications

Total funding commitment request amount on this FCC Form 471 $287,700.00

I am authorized to submit this application on behalf of the above-named applicant and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this application has been examined and is true, accurate and complete. I acknowledge that any false statement on this application or on other documents submitted by this applicant can be punished by fine or forfeiture under the Communications Act (47 U.S.C. §§ 502, 503 (b)), or fine or imprisonment under Title 18 of the United States Code (18 U.S.C. § 1001), or can lead to liability under the False Claims Act (31 U.S.C. §§ 3729 – 3733).

In addition to the foregoing, this applicant is in compliance with the rules and orders governing the Emergency Connectivity Fund Program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of funding, cancellation of funding commitments, and/or recoupment of past disbursements. I acknowledge that failure to comply with the rules and orders governing the Emergency Connectivity Fund Program could result in civil or criminal prosecution by law enforcement authorities.

By signing this application, I certify that the information contained in this application is true, complete, and accurate, and the projected expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, sections 1001, 286-287 and 1341 and Title 31, sections 3729–3730 and 3801–3812).

The library or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act, does not operate as for-profit businesses, and their budgets are completely separate from any school (including, but not limited to, elementary and secondary schools, colleges, and universities).

The school, library, or consortia listed on the FCC Form 471 application has complied with all applicable state, local, or Tribal local laws regarding procurement of services for which support is being sought.

The library or library consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to library patrons who have signed and returned a statement that the library patron would otherwise lack access to equipment or services sufficient to meet the patron's educational needs if not for the use of the equipment or service being provided by the library.

The school, library, or consortia is not seeking Emergency Connectivity Fund support or reimbursement for eligible equipment or services that have been purchased and reimbursed in full with other federal pandemic-relief funding, targeted state funding, other external sources of targeted funding or targeted gifts, or eligible for discounts from the schools and libraries universal service support mechanism or other universal service support mechanism.

The applicant or the relevant student, school staff member, or library patron has received, or the applicant has ordered or will order, the equipment and services for which funding is sought

The equipment and services the school, library, or consortium purchases or will purchase using Emergency Connectivity Fund support will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as allowed by ## 54.1713.

The school, library, or consortium has created and will maintain an equipment and service inventory as required by § 54.1715.

The school, library, or consortium has complied with all program rules and acknowledge that failure to do so may result in denial of discount funding and/or recovery of funding.

The applicant recognizes that it may be audited pursuant to its application, that it will retain for ten years any and all records related to its application, and that, if audited, it shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the Commission and its Office of Inspector General, or any local, state, or federal agency with jurisdiction over the entity.

No kickbacks, as defined in 41 U.S.C. § 8701 and/or 42 U.S.C. § 1320a-7b, were paid or received by the applicant to anyone in connection with the Emergency Connectivity Fund.

Have you already certified your status of compliance with the Children's Internet Protection Act (CIPA) on an FCC Form 486 or FCC Form 479 for the relevant funding year?

Yes

Notice

Section 54.1710 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking support through the Emergency Connectivity Fund Program to submit an application for such support by filing this Emergency Connectivity Fund Services Ordered and Certification Form (ECF FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.1710. The collection of information stems from the Commission's authority under sections 1, 4(i), 4(j), 201-205, 214, 254, and 403 of the Communications Act of 1934, as amended, 47 U.S.C. § 151-154, 201-205, 218-220, 254, 303(r), 403 and 405 and section 7402, title VII of the American Rescue Plan Act, 2021, Pub. L. No. 117-2, 135 Stat. 4 (American Rescue Plan Act). The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.1710. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended and section 7402 of the American Rescue Plan Act, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for Emergency Connectivity Fund Program support is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for Emergency Connectivity Fund program support may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, American Rescue Plan Act, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for Emergency Connectivity Fund Program support or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title:	Grant Writer, City of Lubbock	**Name:**	Rebecca Webb
Phone:	806-775-2429	**Email:**	rwebb@mail.ci.lubbock.tx.us
Address:	1306 9TH ST LUBBOCK TX 79401 - 2798	**Employer:**	LUBBOCK PUBLIC LIBRARY

Certified Timestamp

13-May-2022 14:21:45 EDT

AI# 11020
Regular City Council Meeting **5. 2.**
09/27/2022:

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase, for and on behalf of the City of Lubbock, property terrorism insurance coverage from Underwriters at Lloyd's of London, for which the premium amount shall not exceed a rate of $0.0025 per $100 valuation.

Item Summary

Property terrorism insurance provides coverage which protects against the financial ramifications of foreign and domestic threats. In previous years, this coverage has been included in the City's property coverage; however, this stand-alone policy with a $50,000,000 per occurrence limit and no deductible, is more fiscally beneficial to the organization. The current premium of $25,058.67 was based on the City's total insured value of $944,832,252. The renewal premium is $36,724 for an 18-month policy period, based on the City's present total insured values of $989,932,789. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove property, as necessary, to maintain an accurate property valuation.

Staff recommends purchase for property terrorism insurance coverage from Underwriters at Lloyd's of London, with a policy limit of $50,000,000.

Carriers bind insurance coverage October 1, 2022, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The premium for the insurance coverage and the policy are both approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the FY 2022-23 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL Terrorism Resolution
COL Terrorism

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property terrorism insurance coverage from Underwriters at Lloyds of London, for which the premium amount shall not exceed a rate of .0025 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Underwriters at Lloyds [terrorism Ins]
September 13, 2022

Terrorism – Foreign & Domestic Threats (Property)

Insurance Company:	Underwriters at Lloyd's London
Policy Term:	10/01/2022 to 04/01/2024
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for covered locations.**
Annual Premium:	**$24,056.15 Including Taxes & Fees (0.0025 Rate)**
Options to get to 4/1:	**$36,724.00 Including Taxes & Fees (0.0025 Rate) to expire 4/1/2024**

General Terms & Conditions

1. 18-month policy period premium is noted below. 12-month policy period premium is noted above.
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. General Terms and Conditions TR5 P0001 CW (09-17) applies to this policy in conjunction with the specific wording detailed in each section below.
4. Attached endorsements apply: E2007.2 - Lloyd's Syndicate (33) Endorsement, E2010.1 - Premium Payment Clause (Reinsurance), E2013.1 - Service of Suit Endorsement, and E2017.1 - Policyholder Disclosure Notice of Terrorism Insurance Cover

Coverage Part	Layer Limit of Liability	Layer Premium	Hiscox Participation
Terrorism and Sabotage	$50,000,000 Per Occurrence $50,000,000 Aggregate Excess of: N/A	$36,724.00	100%

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

Confidential. © 2021 USI Insurance Services. All rights reserved.

AI# 11021
Regular City Council Meeting 5. 3.
09/27/2022:

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase, for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company, for which the premium amount shall not exceed a rate of $0.0035 per $100 equipment valuation.

Item Summary

Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear. Rates are determined on the total insured value of City properties, appraised at $989,932,789. The quote of $52,463 is for an 18-month policy period and includes loss prevention services for mandatory state inspections for boilers and infrared thermographic testing for electrical boxes in City-owned facilities. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove equipment, as necessary, to maintain an accurate equipment valuation. This policy excludes Lubbock Power & Light, as they are insured by a different carrier.

The City's current boiler and machinery insurance coverage is provided by Continental Casualty Company. The current premium is $34,996.78.

Staff recommends purchase for boiler and machinery coverage from Liberty Mutual Fire Insurance Company, the only company to provide a quote. This policy is subject to a deductible of $25,000 per occurrence and $100,000,000 in annual aggregate limit.

Carriers bind insurance coverage October 1, 2022, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content.

Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the FY 2022-23 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL B&M Resolution
COL B&M

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from Liberty Mutual Fire Insurance Company for which the premium amount shall not exceed a rate of .0035 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Liberty Mutual [boiler]
September 13, 2022

Boiler & Machinery

Insurance Company:	Liberty Mutual Fire Insurance Company
Policy Term:	10/01/2022 to 04/01/2024
Coverage:	Provides coverage to various equipment types for the costly physical and financial damage resulting from mechanical breakdown, electrical arcing, artificially generated electrical currents, bulging, cracking, or collapse of pressure vessels.
Annual Premium:	**$34,276.90 Including Taxes & Fees (0.0035 Rate)**
Options to get to 4/1:	**$52,463.00 Including Taxes & Fees (0.0035 Rate) to expire 4/1/2024**

Total Limit Per Breakdown:	**$100,000,000**
Property Damage Limit:	Included
Sub Limits:	
$5,000,000	Expediting Expense
$5,000,000	Spoilage Damage
Included/120 days	Newly Acquired Premises
$5,000,000	Ordinance or Law
Included	Errors and Omissions
Included	Brands and Labels
$5,000,000	Contingent Business Income/Extra Expense
$250,000	Limited Coverage for fungus, wet rot and dry rot
$25,000	Ammonia Contamination
$5,000,000	Consequential Loss
$5,000,000	Data and Media
$5,000,000	Hazardous Substances
$5,000,000	Water Damage
25% of the PD loss/ $250,000 max	Green Upgrades Increased Cost of Loss

Business Income:	
Included	Extra Expense
365 days	Extended Period of Restoration
Included	Ordinary Payroll

Utility Interruption:	
$5,000,000	Spoilage Damage
$10,000,000	Extra Expense
24 hours	Waiting period

Valuation:	
Repair or Replacement	Property Damage (Actual Cash Value – Equipment 25yrs and older)
Actual Loss Sustained	Extra Expense

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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Deductibles:

$25,000	Combined Property Damage / spoilage/ammonia
24 Hours	Extra Expense

Conditions:

60 days	Notice of Cancellation except Non-Pay
Included	Liberalization
Included	Selling Price Valuation
Included	Joint or Disputed Loss Agreement
Included	Off-Premises Equipment Coverage
Included	TRIA - Terrorism Coverage
Included	Economic and Trade Sanctions
Included	Covered Equipment Deductible Waiver
Included	Jurisdictional Inspections
$250,000	**Solidification**
$5,000,000	**Reduction in Value**
$5,000,000	**System Installation and Soft costs**

Covered Location(s): Per specifications on file, submitted and attached via email dated 08/10/2022

TIV: $944,832,252 PD ONLY – Excludes All Vehicles

This renewal proposal is subject to there being no known or reported losses from this date through inception Otherwise this renewal proposal shall be subject to renegotiations.

If you have any questions please feel free to give me a call. This proposal will remain in effect for 90 days or until the effective date of the account whichever comes first.

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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION
We will need a written request in order to bind coverage. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

GENERAL TERMS

In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM
The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM
The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

MINIMUM EARNED PREMIUM
The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions, and sub-limits that will govern in the event of a loss.

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Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase, for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with the insurers as yet to be determined, for which the premium shall not exceed a rate of $0.7662 per $100.

Item Summary

The City purchases property insurance on behalf of Lubbock Power and Light, the City's municipal electric utility, for its structures, contents, and equipment. The coverages include, but are not limited to:

- Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $539,126,091 which is the estimated total value of all electric utility structures, contents, and equipment;
- Flood and earthquake coverage to include high hazard zones;
- All property and contents;
- Mobile equipment and vehicles;
- Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear; and
- Business Interruption coverage.

The City, on behalf of LP&L, currently utilizes a layered coverage program including AIG, Argenta, Munich RE, Travelers, Amlin, Guide One, Kiln/Faraday, ARK, Aspen, Alcor, and Chubb. The non-generating property deductible remains flat at $1,000,000 per occurrence. Generating property deductibles range from $250,000 to $1,000,000 per occurrence. The current rate for this coverage is $0.5557 per $100 valuation and a premium of $3,070,600.

Current year and proposed premium is a combination of property and boiler and machinery coverage. The bundling of the property and boiler and machinery coverages affords the electric utility greater coverage and allows access to loss prevention services that include state inspections for the boilers, and infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment.

The City's broker is working to secure quotes for this coverage. Approving this insurance coverage on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Carriers bind insurance coverage October 1, 2022, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact
Funds are budgeted in the FY 2022-23 Risk Management Fund.

Staff/Board Recommending
D. Blu Kostelich, Chief Financial Officer

Attachments

LP&L Property Resolution
LPL Prop

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage to include boiler and machinery with insurers as yet to be determined, for which the premium amount shall not exceed a rate of .7662 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-LP&L Property Ins.
September 19, 2022

Lubbock Power & Light, the City of Lubbock's municipally owned electric utility					2021 Expiry		
Policy Year	**2022-2023**						
Description	Values:	Rates	Premium	Surplus Lines Tax & Fee	**Item**	**Amount**	**Change %**
Property Damage including Business Interruption	$553,912,014	$0.7011	$3,883,306	$188,340	Premium	$3,277,561	29%
Standalone Terrorism Policy	**$553,912,014**	**$0.0040**	**$22,250**	**$1,079**	Values	$558,729,452	-1%
Loss Control Services	**Services provided by AIG**		**$24,000**	**$0**	Rate	0.5866%	31%
Placement Service Fee	**Services provided by NFP**		**$125,000**	**$0**			
Annual Property Premium Including: Taxes/Fees/Additional Services/Terrorism	**$4,243,975**						
All In Property Rate Per $100 Insured	0.7662%						

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager, for and on behalf of the City of Lubbock, to purchase property insurance coverage with Lloyd's of London, Hallmark Specialty Insurance Company, Kemah, Zurich Insurance Group, Fidelis Insurance Company, Arch Specialty Insurance Company, Rivington, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Harleysville Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, Intact Insurance Group, Liberty Insurance Company and Hiscox Insurance Group, for which the premium shall not exceed a rate of $0.2817 per $100 of valuation.

Item Summary

The City purchases property insurance for its structures, contents, and equipment, excluding Lubbock Power and Light which covered under a separate policy. The coverages include, but are not limited to:

- Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $500,000,000. The estimated total value of all City structures, contents, and equipment is $989,932,789. A total loss is considered unlikely; therefore, $400,000,000 in coverage is recommended.
- Flood and earthquake coverage is limited to $50,000,000 for moderate hazard zones and $5,000,000 for high hazard zones.
- All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.
- Mobile equipment and vehicles parked at a covered location are covered at actual cash value.
- Windstorm and hail deductible equals 3% of the total insured value of the affected property, per occurrence.
- Mobile equipment and vehicles valued at $100,000 or greater, will be covered at actual cash value for physical damage while in use, subject to a $2,500,000 limit annually, and a per occurrence deductible of $250,000.

The City currently utilizes a layered coverage program, including Lloyd's of London, Fidelis Insurance Company, Hallmark Specialty Insurance Company, Zurich Insurance Group, Everest Re Group, Ltd., Fidelis Insurance Company, Arch Specialty Insurance Company, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Scottsdale Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, OneBeacon Insurance Group, and Great American Insurance Group, for a premium of $2,465,737.50; a rate of 0.2596 per $100 of valuation.

The proposed coverage is also a layered program consisting Lloyd's of London, Hallmark Specialty Insurance Company, Kemah, Zurich Insurance Group, Fidelis Insurance Company, Arch Specialty Insurance Company, Rivington, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Harleysville Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, Intact Insurance Group, Liberty Insurance Company and Hiscox Insurance Group, for a premium of $4,182,472; at a rate of $0.2817 per $100 of valuation for an 18-month policy period. This is an 8.51% increase from current year. Approving this insurance coverage

on a rate basis allows the City Manager the ability to add and remove properties, as necessary, to maintain an accurate property valuation.

Staff recommends purchasing layered property insurance with Lloyd's of London, Hallmark Specialty Insurance Company, Kemah, Zurich Insurance Group, Fidelis Insurance Company, Arch Specialty Insurance Company, Rivington, Markel Insurance Company, StarStone/Core Specialty Insurance Company, James River Insurance Company, Harleysville Insurance Company, Mitsui Sumitomo Insurance Company, RSUI Group, Intact Insurance Group, Liberty Insurance Company and Hiscox Insurance Group, for a premium of $4,182,472; at a rate of 0.2817 per $100 of valuation for an eighteen-month policy period.

Carriers bind insurance coverage October 1, 2022, after notification of City Council approval. Insurance policies are issued once the insurance company receives from the City the contribution for the insurance coverage. Current coverage documents are available in Risk Management.

Fiscal Impact

Funds are budgeted in the FY 2022-23 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

COL Property Resolution

COL Property

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 purchase for and on behalf of the City of Lubbock, property insurance coverage with Lloyd's of London, Hallmark Specialty Ins Company, Kemah, Zurich Ins Group, Fidelis Ins Company, Arch Specialty Ins Company, Rivington, Markel Ins Company, StarStone/Core Specialty Ins Company, James River Ins Company, Harleysville Ins Company, Mitsui Sumitomo Ins Company, RSUI Group, Intact Ins Group, Liberty Ins Company and Hiscox Ins Group, for a premium amount not to exceed a rate of .2817 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Risk Mgmt-Property Insurance Coverage
September 13, 2022

Commercial Property – City of Lubbock

Insurance Company:	Certain Underwriters at Lloyds of London
Policy Term:	10/01/2022 to 04/01/2024
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for covered locations.**
Annual Premium:	**$2,618,732.13 Including Taxes & Fees (0.2817 Rate)**
Options to get to 4/1:	**$4,182,472.00 Including Taxes & Fees (0.2817 Rate) to expire 4/1/2024**

Coverage:	All Risk
Policy Form:	Agreed Expiring From subject to Mandatory Zurich amendments and endorsements
Perils:	Risks of direct physical loss or damage including Flood and including Earthquake but excluding locations in California, Alaska, Hawaii or Puerto Rico and excluding Boiler and Machinery Breakdown subject to the policy form and exclusions and endorsements noted herein.
Coverages:	Real Property, Personal Property, Extra Expense, and other sub-limits as noted in the policy form.
Territory:	United States of America, Puerto Rico and the United States Virgin Islands.
Locations:	As per schedule of locations on file received by us on 8/10/2022 This quotation is based on the following values reported:
Coinsurance:	Property: nil% Time Element: nil%
Valuation:	- Real and Personal Property Replacement Cost; - Actual Loss Sustained on Time Element; - Contractor's Equipment, Vehicles and Trailers – 5 years or newer to be valued on RCV basis, older than 5 years on an ACV basis
Limit:	$400,000,000
Total Insured Value:	$989,932,789

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100% Sublimits:

$50,000,000 except;	Per Occurrence and Annual Aggregate as respects Flood
$ 5,000,000	Per Occurrence and Annual Aggregate as respects Flood occurring within Special Flood Hazard Areas (SFHA), areas of 100-Year Flooding, as defined by the Federal Emergency Management Agency, including backup of sewers and drains
$50,000,000	Per Occurrence and Annual Aggregate as respects Earthquake (Excludes California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties)
$ 5,000,000	Accounts Receivable
$ 100,000	Arson or Theft Reward
$10,000,000	Automobile Physical Damage – owned or leased vehicles located at or within 1000 feet of the covered location
$ 2,500,000	Automobile Physical Damage – covered vehicles while over the road
$ 5,000,000	Brands and Labels
$ 2,500,000	Building Materials at off premises storage for property under construction
$ 750,000	Contractors Equipment – per item subject to max per occurrence sublimit of $10,000,000
$ 2,500,000	Debris Removal or 25% of direct physical damage to covered property, whichever is less
$ 250,000	Deferred Payments
Included	Demolition and Increased Cost of Construction: Demolition

Coverage A (For the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building)

$ 10,000,000	Demolition and Increased Cost of Construction: Demolition

Coverage B (For the cost to demolish and clear the sire of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property)

$ 10,000,000	Demolition and Increased Cost of Construction: Demolition

Coverage C (For the increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair of reconstruction of the damaged property of the same site. However, this Company shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced)

$ 5,000,000	Errors and Omissions
$ 5,000,000	Expediting Expenses
$ 5,000,000	Fairs and Exhibitions
$ 1,000,000	Fine Arts ($100,000 per item limitation)

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$ 500,000	Fire Brigade Charges & Extinguishing Expenses
$ 1,000,000	Installation Coverage
$ 1,000,000	Land & Water Clean-Up
$ 100,000	Locks & Keys
$ 5,000,000	Miscellaneous Unnamed locations
$ 50,000,000	Newly Acquired Property
$ 500,000	Outdoor Property
Included	Pairs or Sets
$ 1,000,000	Personal Property Not at a Covered Location
$ 1,000,000	Preservation of Property
$ 250,000	Professional Fees
$ 5,000,000	Property in the Course of Construction.
$ 100,000	Property Removed from a Covered Location
$ 500,000	Salespersons Samples
$ 5,000,000	Service Interruption
$ 2,500,000	Spoilage
$ 1,000,000	Transit
$ 1,000,000	Upgrade to Green Construction. 25% of amount payable for direct physical loss or damage, subject to maximum of $1,000,000. This includes any Time Element loss attributed to Upgrade to Green.
$ 5,000,000	Valuable Papers and Records

Sublimits Applicable to Additional Time Element Coverages (part of and not in addition to the Policy Limit)

$ 1,000,000	Attraction Property (30 days)
$ 100,000	Contractual Penalties
$ 100,000	Crisis Management (30 days)
$ 25,000,000	Extra Expense
$ 1,000,000	Ingress & Egress (30 days)
$ 1,000,000	Interruption by Civil or Military Authority (30 days)
$ 100,000	Logistics Extra Cost
$ 1,000,000	Rental Value
$ 100,000	Royalties
$ 1,000,000	Service Interruption (Qualifying Period: 24 hrs)
$ 1,000,000	Soft Costs

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Deductibles: $250,000 per occurrence except as follows:

With respect to Flood:
$250,000 per occurrence, except as follows:

$500,000 per Building, plus $500,000 Contents per Building, plus $100,000 Time Element per Occurrence for locations that are wholly or partially within High Hazard Flood Zones.

With respect to Earth Movement:
$250,000 per occurrence, except as follows:
No Coverage for locations in California, Alaska, Hawaii, Puerto Rico, New Madrid Earthquake Zone Counties, and Pacific Northwest Earthquake Zone Counties.

With respect to Windstorm or Hail:
3% per occurrence

With respect to Airport Buildings:
Bldg ID #154 – LIA Hanger Building #310 (Chaparral)– 5417 N. Walnut:
$50,000 per occurrence
Bldg ID #204 – LIA Hanger #32 (G&G Avionics)– 5902 N. Cedar:
$50,000 per occurrence
Bldg ID #292 – LIA Warehouse Building #710 (Nortec) – 2828 E. Dubuque:
$50,000 per occurrence
Bldg ID #294 – LIA Warehouse Building #714 (Marco)– 5612 N. David Avenue:
$50,000 per occurrence
Bldg ID #295 – LIA Warehouse Building #716 (Marco Steel) - 5618 N. David Ave.:
$50,000 per occurrence

With respect to Contractor's Equipment:
$25,000 per occurrence (applies to equipment less than $250,000 in value)
$50,000 per occurrence (applies to equipment valued at $250,000 or greater)

With respects to Automobile Physical Damage – Covered Vehicles Over the Road
$250,000 per occurrence

With respect to Time Element:
24 Hours

If two or more deductible amounts provided in this policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in the policy.
However, if:
1) The Time Element deductible and another deductible apply to a single Occurrence, then the Company shall apply both deductibles to the Occurrence; and
2) Covered Loss or Damage by Flood arises out of a Named Storm, then the Company shall apply the Flood deductible or the Named Storm deductible, whichever is greater

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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Conditions:

Remove Liberalization
All Risk of Direct Physical Damage
Time Element – Must be due to " physical loss or damage of the type insured against"
Livestock, Animals – Animal Mortality excluded
Standing timber – excluded
Growing Crops excluded
Spacecraft/Satellites and Associated launch vehicles and any property contained therein excluded
Watercraft or Aircraft excluded
Land & Water excluded
Transmission and Distribution lines situated beyond 5,000 ft excluded
Civil/Military Authority must have prohibited access wording
Service Interruption - Must include exclusion for Satellites; it is satisfactory to have an exclusion of Satellites at part of property not covered with lead in wording in the Service interruption clause that states; "This extension of coverage applies only when such interruption of service is caused by direct physical loss or damage insured by this POLICY to any property of the type insured by this POLICY of the supplier of such services if such property is situated within the Policy Territory."
Hostile Acts/War and Weapons Civil War

Subject to satisfactory review and acceptance of all terms conditions and language in the manuscript policy form.

Satisfactory inspections at key locations and compliance with essential recommendations. This applies to business that we write or share on a primary basis.

Minimum Earned Premium: 35% Minimum earned premium applies.

Applicable Law; Court Jurisdiction

The laws of the State of New York, without regard to any conflict of laws rules that would cause the application of the laws of any other jurisdiction, shall govern the construction, effect, and interpretation of this insurance agreement.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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The parties irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York, and to the extent permitted by law the parties expressly waive all rights to challenge or otherwise limit such jurisdiction.

Terrorism Risk Insurance Act of 2002, as amended 2015 (TRIPRA) - Notice of Premium Amount; Notice of Program Cap

This quotation offers coverage for Insurer's share of liability for loss caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA).

Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events.

Under the formula, the United States government generally reimburses a specified percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The percentage of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage for which such insurance company will be reimbursed by the United States government is:

- 85% for losses occurring in 2015;
- 84% for losses occurring in 2016;
- 83% for losses occurring in 2017;
- 82% for losses occurring in 2018;
- 81% for losses occurring in 2019;
- 80% for losses occurring in 2020

The premium charged for the coverage quoted herein does not include any charge for that portion of any terrorism loss to be paid by the United States government.

TRIPRA contains a USD100 billion cap limiting United States government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

That part of the total premium amount quoted herein by Insurer that is attributed to coverage pursuant to TRIPRA is provided above in Premium section of this quotation.

In the event that the Insured declines to purchase TRIPRA coverage, the policy will contain a Terrorism Exclusion.

Cancellation: 90 days except 10 days for nonpayment of premium

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SUBJECTIVITIES:

- **Confirmation if accepting/rejecting TRIA**

There are subjectivities that: 1) must be complied with or resolved before the contract becomes binding, 2) apply both before or after inception, compliance with which is a condition of all or part of the coverage; and 3) apply after the formation of the contract as conditions of continued coverage.

SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

Please note that this is a quote only, and the Insurer reserves the right to amend or withdraw the quote if new, corrected or updated information creating a material difference from the previously provided underwriting material is received. This quote summary, the fees quoted and our advice, is confidential. If you need further information about the quote, our fee or the Insurer that is proposing to provide your insurance, please contact us.

We will need a written request in order to bind coverage. If the Insurer binds the risk following your written request, the terms of the policy currently in use by the Insurer will govern the Insurer's quote.

TAXES & FEES:

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, *etc.* ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

Taxes are provisional based on the insureds acceptance of **TX** as their home state.

Surplus lines taxes quoted may be subject to change based up on updated risk information or changes to tax rates or governmental fees.

State surcharges and/or fees charged by the Insurer may not be included herein and will be billed at a later date.

GENERAL TERMS
In all cases, policy and carrier wordings take precedence.

DEPOSIT PREMIUM
The deposit premium is the minimum portion of premium due to the carrier at the inception of the policy. The premium for the policy term will be adjusted according to the provisions stated in the policy.

MINIMUM PREMIUM
The minimum premium is the LEAST amount of premium retained by the carrier if the policy is in effect for the full term.

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MINIMUM EARNED PREMIUM

The minimum earned premium is the LEAST amount of premium that will be retained by the carrier in the event of cancellation. The actual amount of earned premium retained will be the GREATER of the actual premium developed based on the time the policy was in effect OR the minimum earned premium as stated in the policy.

MINIMUM EARNED PREMIUM: 35% Minimum earned premium applies.

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:
Building Vacancy Provision - Coverage may be restricted or excluded for any Building found to be vacant for a minimum of 30 consecutive days or longer subject to all other policy terms and conditions. If any of your covered buildings meet this description **at any time during the policy period,** please contact us so we can assist you in maintaining appropriate coverage.
Protective Safeguard Endorsement - Failure to maintain the protective safeguards in good working order or failure to notify the insurer of even a temporary impairment in protection suspends coverage until the protection is restored.

Key Definitions

The Key Definitions contain generic definitions for common types of insurance. Not all coverage types are defined and some of those that are defined may not be included in your insurance program.

Property – Coinsurance

Coinsurance is a policy provision requiring the insured to carry insurance equal to a specified percentage of the value of the property covered. It provides for the full payment, up to the policy limit, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage. The formula:

Amount purchased
Amount required x Loss = Amount paid - Deductible

Example:
If you have a $100,000 value building insured with an 80% coinsurance clause, you are required to carry a limit of at least $80,000. **Failure to do so would penalize you in the event of a loss.**

Here's how a $25,000 loss would be settled if you insured the building for $70,000.

$70,000 amount carried x $25,000 = $21,875 less applicable deductible
$80,000 Amount required
(80% of $100,000)

You would collect only $21,875 less the deductible.

Please be sure you understand this important clause. Insure property to the limit required by the coinsurance clause.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

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Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase, for and on behalf of the City of Lubbock, Network Security, Privacy Liability, and Media Liability Insurance coverage from Obsidian Specialty Insurance Company, for which the premium amount shall not exceed $235,128.53.

Item Summary

In addition to the City's internal methods of data breach prevention, Network Security and Privacy Insurance coverage would further protect the City from information privacy and network security breaches by providing coverage for Privacy Liability, Network Security, and Media Liability and Regulatory action.

The City's current coverage is written by Cowbell Cyber, with a policy premium of $114,393, for a $1,000,000 limit with a self-insurance retention of $100,000. The City's broker was able to secure several options for renewal.

Option 1: Offers an additional defense coverage, $1,000,000 in Business Interruption coverage, includes $1,000,000 Bricking coverage which covers the costs to replace computer system that is permanently impacted by malware, and coverage is effective in 10-12 hours for a premium of $180,550 for an 18-month policy period.

Option 2: Offers an additional defense coverage, coverage which is effective in 10-12 hours and includes $1,000,000 Bricking for a premium of $161,733 for an 18-month policy period.

Option 3: Offers an additional $1,000,000 aggregate, increased defense coverage, $2,000,000 in Business Interruption coverage, as well as enhanced coverages for cyber incident response, voluntary shutdown, digital asset destruction data retrieval and system restoration and reputational harm. This option also includes abbreviated waiting period and Bricking coverage for a premium of $235,129 for an 18-month policy period.

Option 4: Offers an additional $1,000,000 aggregate, increased defense coverage, third party liability, voluntary shutdown, digital asset destruction data retrieval and system restoration, and reputational harm. This option also includes an abbreviated waiting period and Bricking coverage for a premium of $208,044 for an 18-month policy period.

Staff recommends Option 3 with the additional $1,000,000 aggregate, increased defense coverage, $2,000,000 in Business Interruption coverage, as well as enhanced coverages for cyber incident response, voluntary shutdown, digital asset destruction data retrieval and system restoration, reputational harm. This option also includes an abbreviated waiting period and Bricking coverage for a premium of $235,129 for an 18-month policy period.

Carriers bind insurance coverage October 1, 2022, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the FY 2022-23 Risk Management Fund.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Cyber Resolution

Cyber Liability

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage from Obsidian Specialty Ins. Company, who is yet to be determined, for which the premium amount shall not exceed $235,128.53; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Obsidian Specialty Ins [Network Security]
September 13, 2022

Cyber Liability

Insurance Company: Obsidian Specialty Insurance Co. (Cowbell)

Policy Term: 10/01/2022 to 04/01/2024

Coverage: Cyber Liability insurance protects the organization from losses due to Notification expenses, Business Interruption expenses, Cyber extortion or ransom and regulatory fines and penalties to name a few coverage clauses that address first and third party losses from a cyber attack.

Privacy Liability insurance coverage protects businesses against the liabilities and expenses arising from a theft, loss of unauthorized use of personal information (PI), personal health information (PHI) or corporate confidential (CC) information.

Annual Premium:

Option 1: **$120,536.79 – Including all Taxes & Fees**
$1M Limit/ $1M Business Interruption Limit

Option 2: **$108,003.50 – Including all Taxes & Fees**
$1M Limit/ $250K Business Interruption Limit

Option 3: **$157,387.50 – Including all Taxes & Fees**
$2M Limit/ $2M Business Interruption Limit

Option 4: **$139,550.25 – Including all Taxes & Fees**
$2M Limit/ $250K Business Interruption Limit

Options to get to 4/1:

Option 1: **$180,549.70 – Including all Taxes & Fees 18mo policy term to 4/1/2024** *$1M Limit / $1M Business Interruption Limit*

Option 2: **$161,732.45 – Including all Taxes & Fees 18mo policy term to 4/1/2024** *$1M Limit / $250K Business Interruption Limit*

Option 3: **$235,128.53 – Including all Taxes & Fees 18mo policy term to 4/1/2024** *$2M Limit/ $2M Business Interruption Limit*

Option 4: **$208,043.19 – Including all Taxes & Fees 18mo policy term to 4/1/2024** *$2M Limit/ $250K Business Interruption Limit*

	Cowbell (Expiring)	Cowbell – Option 1
Policy Period	**September 30, 2021 - October 1, 2022**	**October 1, 2022 - April 1, 2024**
Limits of Liability		
Aggregate Limit of Liability	$1,000,000	$1,000,000
Claims Made Dates		
Retroactive Date	Full Prior Acts (9/30/21 for Reputational Harm Expense Only)	Full Prior Acts (9/30/21 for Reputational Harm Expense Only)
General Amendatory Provisions		
Acquisition Threshold	20% of Named Insured Revenues	20% of Named Insured Revenues
Hammer (Settlement) Clause	50/50	70/30
Additional Insured - Blanket pursuant to a contract	N/A	Included Language
Period of Restoration for Business Interruption	180 days	180 days

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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Third Party Liability Coverages		
Network and Information Security Liability	$1,000,000	$1,000,000
Regulatory Fines and Penalties	$1,000,000	$1,000,000
Media Liability	$1,000,000	$1,000,000
PCI Fines and Penalties	$1,000,000	$1,000,000
First Party Liability Coverages		
Cyber Incident Response Fund	$1,000,000	$1,000,000
Breach Response Separate Limit (In addition to aggregate)	N/A	N/A
Business Interruption Loss resulting from a Security Breach	$250,000	$1,000,000
Business Interruption Loss resulting from a System Failure	$250,000	$1,000,000
Dependent Business Loss resulting from a Security Breach	$250,000	$1,000,000
Dependent Business Loss resulting from a System Failure	N/A	N/A
Voluntary Shutdown	$250,000	$1,000,000
Digital Asset Destruction Data Retrieval & System Restoration	$1,000,000	$1,000,000
Reputational Harm	$500,000	$500,000
Cyber Extortion Loss	$1,000,000	$1,000,000
RETENTION:		
Waiting Period:	**24 hours**	**10 Hours / 12 hours for Rep Harm**
Retention:	**$100,000**	**$100,000**
COVERAGE and EXTENSIONS include, but are not limited to the following:		
Criminal Reward	$100,000	$100,000
Invoice Manipulation	$250,000	$250,000
Social Engineering	$250,000	$250,000
Utility Fraud	$100,000	$100,000
Bodily Injury Liability Coverage	N/A	N/A
Computer Hardware Replacement Costs ("Bricking")	$250,000	$1,000,000
NOTABLE EXCLUSIONS: The following Exclusions apply to your policy coverage unless otherwise indicated. Refer to your policy for a complete list.		
BIPA Exclusion Endorsement	N/A	Any actual or alleged violation of the Illinois Biometric Information Protection Act, or any amendments to the foregoing, or related federal, state or international law related to the collection of biometric information.
Extortion Event Exclusion	N/A	N/A

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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	Cowbell Option 2	Cowbell – Option 3
Policy Period	**October 1, 2022 - April 1, 2024**	**October 1, 2022 - April 1, 2024**
Limits of Liability		
Aggregate Limit of Liability	$1,000,000	$1,000,000
Claims Made Dates		
Retroactive Date	Full Prior Acts (9/30/21 for Reputational Harm Expense Only)	Full Prior Acts (9/30/21 for Reputational Harm Expense Only)
General Amendatory Provisions		
Acquisition Threshold	20% of Named Insured Revenues	20% of Named Insured Revenues
Hammer (Settlement) Clause	70/30	70/30
Additional Insured - Blanket pursuant to a contract	Included Language	Included Language
Period of Restoration for Business Interruption	180 days	180 days
Third Party Liability Coverages		
Network and Information Security Liability	$1,000,000	$2,000,000
Regulatory Fines and Penalties	$1,000,000	$2,000,000
Media Liability	$1,000,000	$2,000,000
PCI Fines and Penalties	$1,000,000	$2,000,000
First Party Liability Coverages		
Cyber Incident Response Fund	$1,000,000	$2,000,000
Breach Response Separate Limit (In addition to aggregate)	N/A	N/A
Business Interruption Loss resulting from a Security Breach	$250,000	$2,000,000
Business Interruption Loss resulting from a System Failure	$250,000	$2,000,000
Dependent Business Loss resulting from a Security Breach	$250,000	$2,000,000
Dependent Business Loss resulting from a System Failure	N/A	N/A
Voluntary Shutdown	$250,000	$2,000,000
Digital Asset Destruction Data Retrieval & System Restoration	$1,000,000	$2,000,000
Reputational Harm	$500,000	$1,000,000
Cyber Extortion Loss	$1,000,000	$1,000,000
RETENTION:		
Waiting Period:	**10 Hours / 12 hours for Rep Harm**	**10 Hours / 12 hours for Rep Harm**
Retention:	**$100,000**	**$100,000**
COVERAGE and EXTENSIONS include, but are not limited to the following:		
Criminal Reward	$100,000	$100,000
Invoice Manipulation	$250,000	$250,000
Social Engineering	$250,000	$250,000

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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Utility Fraud	$100,000	$100,000
Bodily Injury Liability Coverage	N/A	N/A
Computer Hardware Replacement Costs ("Bricking")	$250,000	$1,000,000
NOTABLE EXCLUSIONS: The following Exclusions apply to your policy coverage unless otherwise indicated. Refer to your policy for a complete list.		
BIPA Exclusion Endorsement	N/A	Any actual or alleged violation of the Illinois Biometric Information Protection Act, or any amendments to the foregoing, or related federal, state or international law related to the collection of biometric information.
Extortion Event Exclusion	N/A	N/A

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	Cowbell – Option 4
Policy Period	**October 1, 2022 - April 1, 2024**
Limits of Liability	
Aggregate Limit of Liability	$1,000,000
Claims Made Dates	
Retroactive Date	Full Prior Acts (9/30/21 for Reputational Harm Expense Only)
General Amendatory Provisions	
Acquisition Threshold	20% of Named Insured Revenues
Hammer (Settlement) Clause	70/30
Additional Insured - Blanket pursuant to a contract	Included Language
Period of Restoration for Business Interruption	180 days
Third Party Liability Coverages	
Network and Information Security Liability	$2,000,000
Regulatory Fines and Penalties	$2,000,000
Media Liability	$2,000,000
PCI Fines and Penalties	$2,000,000
First Party Liability Coverages	
Cyber Incident Response Fund	$2,000,000
Breach Response Separate Limit (In addition to aggregate)	N/A
Business Interruption Loss resulting from a Security Breach	$250,000
Business Interruption Loss resulting from a System Failure	$250,000
Dependent Business Loss resulting from a Security Breach	$250,000
Dependent Business Loss resulting from a System Failure	N/A
Voluntary Shutdown	$2,000,000
Digital Asset Destruction Data Retrieval & System Restoration	$2,000,000
Reputational Harm	$1,000,000
Cyber Extortion Loss	$1,000,000
Waiting Period:	**10 Hours / 12 hours for Rep Harm**
Retention:	**$100,000**
Criminal Reward	$100,000
Invoice Manipulation	$250,000
Social Engineering	$250,000
Utility Fraud	$100,000
Bodily Injury Liability Coverage	N/A

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Computer Hardware Replacement Costs ("Bricking")	$1,000,000
BIPA Exclusion Endorsement	Any actual or alleged violation of the Illinois Biometric Information Protection Act, or any amendments to the foregoing, or related federal, state or international law related to the collection of biometric information.
Extortion Event Exclusion	N/A

Subjectivities:

- An incident response plan required to be put in place within 60 days post policy effective date. Cowbell Cyber can help with this: https://cowbell.insure/incident-response-plan/ . NFP also can provide client with templates upon request.
- Completed Surplus Lines Tax Documentation (to be completed with assistance of Broker)

NOTE: *This summary is not intended to be a complete overview of your insurance program, other exclusions and conditions may exist.*
Please consult actual policy for additional terms, conditions and exclusions.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

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Cyber Liability Marketing Summary

Carrier	Status	Comments
Cowbell (Incumbent)	**Quoted**	**Option 1:** **$120,536.79 – Including all Taxes & Fees** $1M Limit/ $1M Business Interruption Limit **Option 2:** **$108,003.50 – Including all Taxes & Fees** $1M Limit/ $250K Business Interruption Limit **Option 3:** **$157,387.50 – Including all Taxes & Fees** $2M Limit/ $2M Business Interruption Limit **Option 4:** **$139,550.25 – Including all Taxes & Fees** $2M Limit/ $250K Business Interruption Limit **Option 1:** **$180,549.70 – Including all Taxes & Fees 18mo policy term to 4/1/2024** $1M Limit / $1M Business Interruption Limit **Option 2:** **$161,732.45 – Including all Taxes & Fees 18mo policy term to 4/1/2024** $1M Limit / $250K Business Interruption Limit **Option 3:** **$235,128.53 – Including all Taxes & Fees 18mo policy term to 4/1/2024** $2M Limit/ $2M Business Interruption Limit **Option 4:** **$208,043.19 – Including all Taxes & Fees 18mo policy term to 4/1/2024** $2M Limit/ $250K Business Interruption Limit
Resilience	**Quoted**	**$78,693.75 – Including Taxes & Fees** Quote does not include ransomware related coverage. Coverage could be added once particular controls are implemented as noted below: • EDR on 100% of endpoints • DKIM and DMARC Furthermore, they did have some additional questions that I have included below. • Can critical patches be deployed in less than 7 days. How do they prioritize their criticality • Do they do vulnerability scanning of their network? • Does End of Life software have any critical information? and are there plans to decommission? • Which cloud backup vendor do they use? • Is phishing training required for all employees? **18Mo Policy Term Option Not Available**
AmTrust	Declined	Unable to Compete
AXIS	Declined	Unable to Compete
Tokio Marine HCC	Declined	Due to Population over 150,000
At-Bay	Declined	Due to Nature of Operations
AXA XL	Declined	Due to Nature of Operations

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Carrier	Status	Comments
Corvus	Declined	Due to Size of City
Coalition	Declined	Due to Nature of Operations
AIG	Declined	Due to Concerns with Current Controls in place
Ambridge	Declined	Due to Size of City
Ascot	Declined	Due to Nature of Operations
CNA	Declined	Due to Nature of Operations
AWAC	Declined	Due to Nature of Operations
Arch	Declined	Due to Nature of Operations
Crum & Forster	Declined	Due to Revenue of Municipality
CFC	Declined	Due to Nature of Operations
Beazley	Declined	Due to Nature of Operations
Sompo	Declined	Due to Nature of Operations

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Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing a program or expenditure of the Lubbock Economic Development Alliance, to be provided to Tropicale Foods, pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

Tropicale Foods is a for-profit corporation that is expanding their operations to the City of Lubbock. They have purchased the former Dynamic Foods building at 1001 E. 33rd Street, and are planning to retrofit the facility to begin production of traditional Hispanic frozen food products. The company plans to invest $66.8 million in renovations and equipment, and the project will create 500 new jobs, with an average salary of $51,000.

The Lubbock Economic Development Alliance (LEDA) Board of Directors voted to incentivize Tropicale Foods with the following:

- Job Creation incentive of $2.5 million at the rate of $5,000 for each Primary, Full-Time job created and maintained, to be paid out in equal amounts of $1,000 per year over a five-year period.
- Capital Investment Incentive up to $1.5 million for the purchase and installation of equipment inside the building, and to update the facility to meet City Fire Code. The Capital Investment incentive is to be paid out over five years in the following manner:

  • $450,000 the January following LEDA's receipt of the recipient's Certificate of Occupancy for the project;
  • $450,000 one year following the first payment and upon written verification from the company of continued business operations in the City of Lubbock;
  • $200,000 one year following the second payment;
  • $200,000 one year following the third payment; and
  • $200,000 one year following the fourth payment.

The LEDA Board of Directors approved these incentives at their August 24, 2022 Regular Board Meeting, and recommend approval by the Lubbock City Council.

Fiscal Impact

The LEDA Board of Directors voted to incentivize Tropicale Foods with a total capital investment of $4 million, as described in the Item Summary.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer
Lubbock Economic Development Alliance Board of Directors

Attachments

Resolution
LEDA Resolution
LEDA Project Summary

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Tropicale Foods is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Director of Business Development

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.LEDA Expenditure-Tropicale Foods
9.12.22

RE 21-31

RESOLUTION APPROVING TROPICALE FOODS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (LEDA), on Wednesday, August 24, 2022, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, LEDA presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Tropicale Foods. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

LEDA hereby grants Tropicale Foods a potential Job Creation incentive of $2,500,000 at a rate of $5,000 for each Primary Full-Time Job created and maintained, to be paid out in equal amount of $1,000 per year over a five-year period. The incentive payments may be made during the term of the Agreement, if needed.

LEDA agrees to pay Tropicale Foods up to $1,500,000 for a Capital Investment incentive for the purchase and installation of equipment inside the building and updating the building to meet city fire code. The Capital Investment is to be paid over 5 years in the following manner:

1. $450,000 the January following LEDA's receipt of the Recipient's certificate of occupancy for the project:
2. $450,000 one year following the first payment and upon written verification from the company of continued business operations with the City of Lubbock:
3. $200,000 one year following the second payment:
4. $200,000 one year following the third payment:
5. $200,000 one year following the fourth payment.

WHEREAS, The Board of Directors of LEDA finds that an Economic Development Grant and Contract offering job creation incentive in the amount of 2,500,000 and a capital investment incentive of $1,500,000 meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Dr. John Opperman, and Seconded by director, Mr. James Conwright, and unanimously approved by all directors.

IT WAS RESOLVED that LEDA offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Tropicale Foods. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by LEDA to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance agreement.

JOHN OSBORNE, PRESIDENT & CEO

LINDA DAVIS. SECRETARY

LEDA Project Bronco
Tropicale Foods
Presented to City Council

Tropicale Foods is an Ontario, California-based manufacturer of frozen novelty products under the Helados Mexico brand. The Company produces an assortment of traditional Hispanic offerings, including paletas, bolis, and mangonada cups, which are sold in a variety of flavors and pack sizes. Tropicale's products are sold nationwide at multi-outlet retailers, convenience stores and traditional grocery outlets. Wind Point acquired the Company in December 2019. Their value creation plan focuses on growing the platform organically through existing markets, capturing new customers and channels, introducing new innovative products, and executing on strategic acquisitions.

Tropicale Foods has purchased the Dynamic Foods building and will invest $66.8 Million in retrofitting the facility and equipment and will create 500 new jobs, with average salary of $51,000.

The Project's operations will support employment and other economic impacts in the community.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.

AI# 11032
Regular City Council Meeting
09/27/2022:

5. 8.

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a portion of an underground utility easement, located within Lot 12, Westac Addition, Lubbock County, Texas. The total area of the easement being closed is 2,560 square feet. The easement is to be relocated to accommodate building expansion for Lowe's Home Centers, LLC located at 5022 W. Loop 289.

All City departments and franchise utility companies are in agreement with the closure. The utilities within the easement will be relocated by Lowe's during their construction, and a new easement will be dedicated.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Ordinance - Closure of Portion of UUE
Exhibit A - Closure of Portion of UUE
Map - Lot 12, Westac Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF AN UNDERGROUND UTILITY EASEMENT, LOCATED WITHIN LOT 12, WESTAC ADDITION, LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

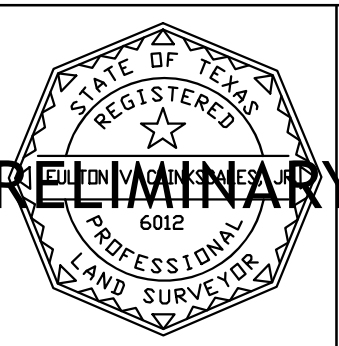
Ord.A&C-UUE Lot 12, Westac Addition
9.9.22

Portion of the 20' underground Utility Easement to be Vacated

Commencing at the Southwest corner of the property in the name of Lowe's Home Centers recorded in Instrument No. 2006041628 with the County Clerk's Office of Lubbock County, Texas on the Eastern right of way of Frankfort Avenue; thence with the Eastern right of way line of Frankfort Avenue North 01°49'16" East for 379.46 feet to a point on said Eastern right of way line of Frankfort Avenue and the Southwestern corner of an existing 20' underground utility easement as shown on that plat recorded as Plat No. 1382.12 with the County Clerk's Office of Lubbock County, Texas and the Point of Beginning;

Thence from said Point of beginning and continuing along the common line of said Eastern right of way line of Frankfort Avenue and the said 20' underground utility easement North 01°49'16' East for 20.00 feet to the Northwestern corner of said 20' underground utility easement; thence leaving said Eastern right of way line and following the northern line of said 20' underground utility easement South 88°10'39" East for 138.01 feet to a point; thence a new line South 46°50'20" West for 28.29 feet to a point on the Southern line of said 20' underground utility easement; thence along the Southern line of said 20' underground utility easement North 88°10'39" West for 117.99 feet to the Point of Beginning.

Containing 2,560 square feet, more or less.



PRELIMINARY

Not valid without the signature of a Professional Land Surveyor

Exhibit "A"

Portion of 20' Utility Easement to be Vacated

Lowe's Home Improvement

5022 West Loop 289

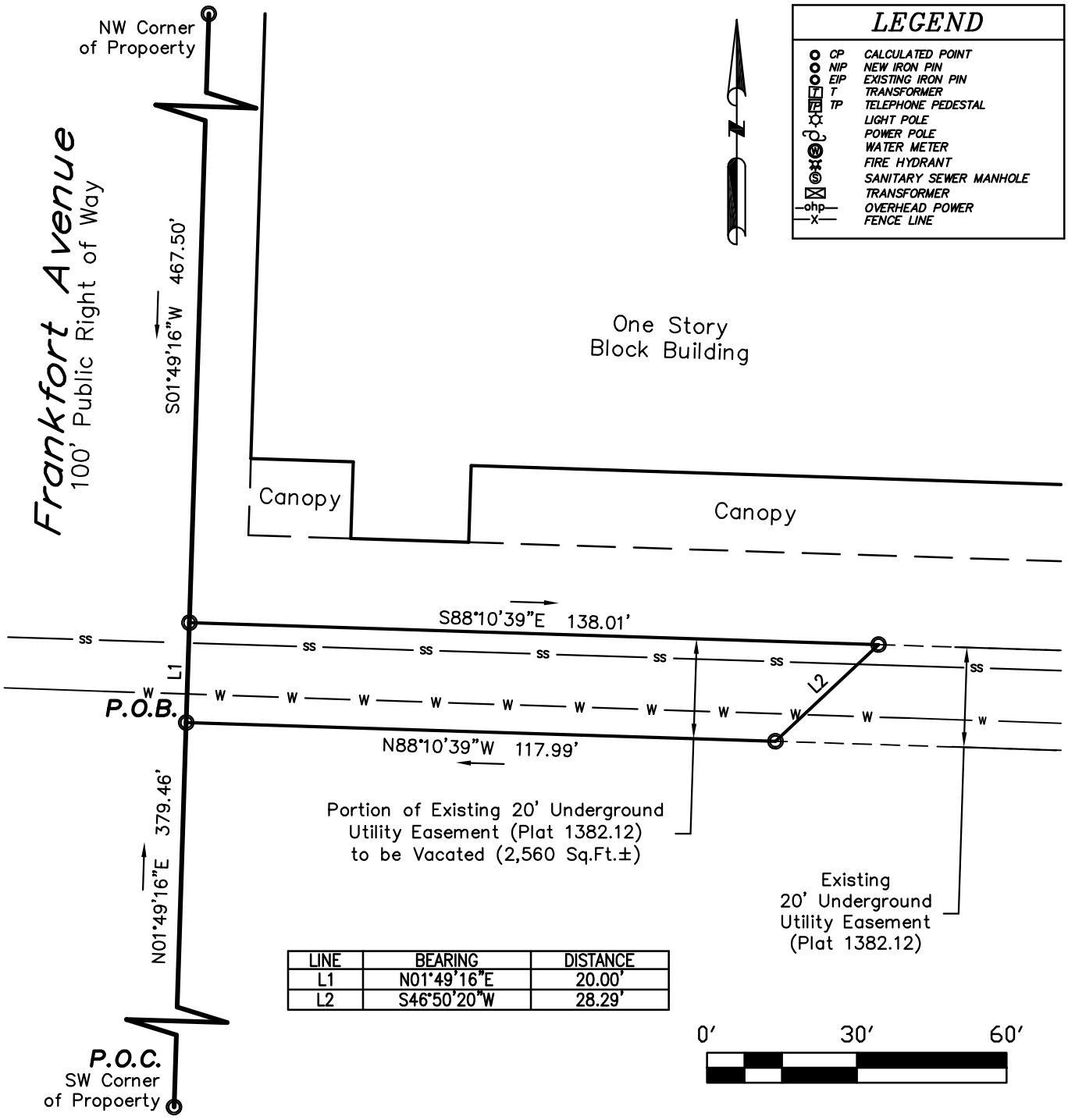
Lubbock, Lubbock County, Texas

FREELAND – CLINKSCALES & ASSOCIATES of NC, INC.

*Engineers * Land Surveyors*

201 2nd AVE. EAST
HENDERSONVILLE, N.C. 28792
(828) 697-6539
fcaofnc@outlook.com

REF. PLAT	1382.12
REF. INST.	2006041628
TAX MAP	R139413
PARTY CHIEF	TEC
DRAWN	TEC
DATE	July 13, 2022
DWG.NO.	H42261a



LEGEND

CP	CALCULATED POINT
NIP	NEW IRON PIN
EIP	EXISTING IRON PIN
T	TRANSFORMER
TP	TELEPHONE PEDESTAL
	LIGHT POLE
	POWER POLE
	WATER METER
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	TRANSFORMER
ohp	OVERHEAD POWER
x	FENCE LINE

LINE	BEARING	DISTANCE
L1	N01°49'16"E	20.00'
L2	S46°50'20"W	28.29'

PRELIMINARY

STATE OF TEXAS
REGISTERED
FULTON W. CLINKSCALES JR.
6012
PROFESSIONAL
LAND SURVEYOR

Not valid without the signature
of a Professional Land Surveyor

Exhibit "A"

Portion of 20' Utility Easement to be Vacated

Lowe's Home Improvement

5022 West Loop 289

Lubbock, Lubbock County, Texas

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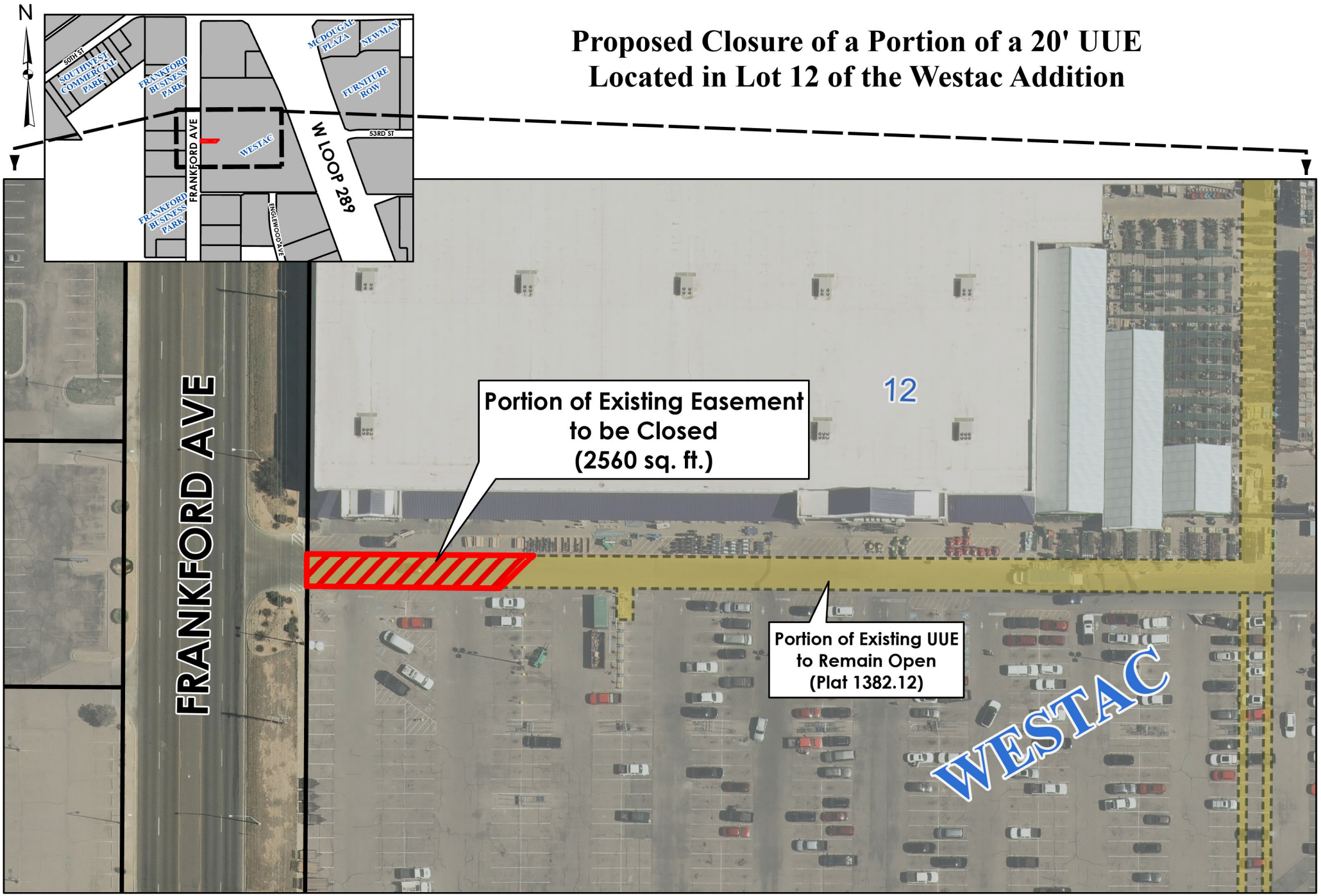
REF. INST.	2006041628
TAX MAP	R139413
PARTY CHIEF	TEC
DRAWN	TEC
DATE	July 13, 2022
DWG.NO.	H42261a

Proposed Closure of a Portion of a 20' UUE Located in Lot 12 of the Westac Addition



Feet

0 50 100 150 200 250 300

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

City of Lubbock TEXAS

Digital Orthophotography - May 2021

Information

Agenda Item

Ordinance 2nd Reading - Engineering: Consider Ordinance No. 2022-O0139, amending Chapter 37, Infrastructure Construction, Article 37.01 Permitted Construction in Right-of-Way; providing a penalty; providing a savings clause; and providing for publication.

Item Summary

This ordinance will modify the existing Chapter 37.01.003, Enforcement, of the City of Lubbock Ordinance, and will require the contractor to pay City-incurred costs for all the resources expended due to negligent acts, omissions, or violations of City of Lubbock Ordinances when working in the City of Lubbock Right-of-Way.

This ordinance will also modify the existing Chapter 37.01.039, Repair of Utilities, of the City of Lubbock Ordinances. The amendment will require the contractor, who is a Texas Commission on Environmental Quality (TCEQ) license holder, to register with the City of Lubbock Right-of-Way Department. This will allow the contractor to make repairs to water service lines in the right-of way, when damage occurs.

This ordinance will provide for a higher level of accountability to contractors working in the City of Lubbock Right-of-Way.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance
Redline Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 37, INFRASTRUCTURE CONSTRUCTION, ARTICLE 37.01 PERMITTED CONSTRUCTION IN RIGHT-OF-WAY; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock finds it to be in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to adopt the following amendments to the City of Lubbock Code of Ordinances herein; **NOW, THEREFORE:**

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

SECTION 1. **THAT** Section 37.01.003 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.003 Enforcement

Any person who violates any provisions of this article shall be guilty of a misdemeanor in accordance with section 1.01.004 of the Code of Ordinances and upon conviction shall be subject to a fine not to exceed the amount specified by State law for such offenses. Each day of such violation shall constitute a separate offense.

Further, any person or entity who by their negligent acts, omissions, or violation of this Article cause the City of Lubbock any expenditures for staff time, use of City equipment, or use of City materials in response to said acts, omissions, or violation, shall be responsible to the City for any and all costs for resources expended. Upon receipt of the notice of fees due, that person or entity shall remit to the City of Lubbock all fees within 30 days. No permit shall be issued for any person or entity with an outstanding fee balance owed to the City.

SECTION 2. **THAT** Section 37.01.004 of the Code of Ordinances, City of Lubbock, Texas is hereby repealed in its entirety.

SECTION 3. **THAT** Section 37.01.031(a) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.031 Responsibilities of permit holder or ROW user

(a) The permit holder or ROW user shall be responsible for performance of and compliance with all provisions of this article. The permit holder or ROW user shall perform all work, whether done in ROW, private property, or utility easement in accordance with all federal and state laws, rules and regulations, city codes, or applicable standards and specifications, Lubbock Power and Light standards and specifications, including but not limited to rules and regulations set by the Railroad Commission of Texas.

SECTION 4. **THAT** Section 37.01.038(f) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.038 Excavation under supervision of city engineer

(f) The permit holder, utility, or ROW user shall not enter upon private property without authorization from the property owner. The permit holders, utilities, or ROW users shall determine the boundary between public ROW and private property.

SECTION 5. **THAT** Section 37.01.039 of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.039 Repair of utilities

(a) Damages done by a permit holder to city utilities shall be repaired by the city. The city will issue a claim to the utility owner, contractor, ROW user or their insurance company for cost reimbursement.

(b) City service shall be returned to the customer within four (4) hours of damage and the cost of repairs shall be borne by the ROW user or permit holder. Only a licensed plumber registered with the City's right-of-way department may perform repairs to customer sewer, and/or gas lines. Only a TCEQ license holder registered with the City's right-of-way department may perform repairs to customer water service lines. The licensed plumber or TCEQ license holder shall certify in writing that repairs to these service line(s) were performed in accordance with the most recent version of the city's plumbing ordinance, article 28.10.

(c) After repairs, the ROW shall be restored in accordance to section 37.01.043 of this article.

(d) Cleanup of the affected site shall be in accordance to section 37.01.011(c).

SECTION 6. **THAT** Section 37.01.041(h) of the Code of Ordinances, City of Lubbock, Texas is hereby amended as follows:

Sec. 37.01.041 Field utility coordination

(h) In any paved or unpaved area, all existing water, sewer, electric, and gas mains and service lines shall be physically located prior to boring by way of potholing with a hydro excavation method. Sewer lines can be exempted if elevation and alignment can be determined by existing manholes.

SECTION 7. **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 8. **THAT** should any paragraph, sentence, clause, phrase or work of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 9. **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 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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

AmendOrd.ch 37
8.22.22

Sec. 37.01.003 Enforcement

Any person who violates any provisions of this article shall be guilty of a misdemeanor in accordance with section 1.01.004 of the Code of Ordinances and upon conviction shall be subject to a fine not to exceed the amount specified by State law for such offenses. Each day of such violation shall constitute a separate offense.

Further, any person or entity who by their negligent acts, omissions, or violation of this Article cause the City of Lubbock any expenditures for staff time, use of City equipment, or use of City materials in response to said acts, omissions, or violation, shall be responsible to the City for any and all costs for resources expended. Upon receipt of the notice of fees due, that person or entity shall remit to the City of Lubbock all fees within 30 days. No permit shall be issued for any person or entity with an outstanding fee balance owed to the City.

~~**Sec. 37.01.004 Public entities**~~

~~All provisions of this article, unless otherwise stated, are applicable to excavation made by the city and its contractors, as well as to excavations made by or on the behalf of governmental entities.~~

Sec. 37.01.031 Responsibilities of permit holder or ROW user

(a) The permit holder or ROW user shall be responsible for performance of and compliance with all provisions of this article. The permit holder or ROW user shall perform all work, whether done in ROW, private property, or utility easement in accordance with all federal and state laws, rules and regulations, city codes, or applicable standards and specifications, Lubbock Power and Light standards and specifications, including but not limited to rules and regulations set by the Railroad Commission of Texas.

Sec. 37.01.038 Excavation under supervision of city engineer

(f) The permit holder, utility, or ROW user shall not ~~trespass~~ enter upon private property without authorization from the property owner. The permit holders, utilities, or ROW users shall determine the boundary between public ROW and private property.

Sec. 37.01.039 Repair of ~~city-owned facility~~utilities

(b) City service shall be returned to the customer within four (4) hours of damage and the cost of repairs shall be borne by the ROW user or permit holder. Only a licensed plumber registered with the ~~city's~~ City's ~~building safety~~right-of-way department ~~shall~~ may perform repairs to customer ~~water,~~ sewer, and/or gas lines. Only a TCEQ license holder registered with the City's right-of-way department may perform repairs to customer water service lines. The licensed plumber or TCEQ license holder shall certify in writing that repairs to these service line(s) were performed in accordance with the most recent version of the city's plumbing ordinance, article 28.10.

Sec. 37.01.041 Field utility coordination

(h) In any paved or unpaved area, all existing water, sewer, electric, and gas mains and service lines shall be physically located prior to ~~crossing them while~~ boring by way of potholing with a hydro excavation method. Sewer lines can be exempted if elevation and alignment can be determined by existing manholes.

Information

Agenda Item

Ordinance 1st Reading - Stormwater Compliance: Consider an ordinance amending Chapter 22, Utilities, Article 22.11, Stormwater Regulations of the Code of Ordinances of the City of Lubbock, Texas, with regard to stormwater plan review fees; providing a savings clause; providing a penalty; and providing for publication.

Item Summary

This ordinance will repeal Section 22.11.034, Mobile Wash Cleaning, in its entirety. This program was established in 2008 in an attempt to educate and regulate the mobile car wash industry, in order to protect and maintain the water quality in the Municipal Separate Storm Sewer System (MS4). This program has been very difficult to enforce and monitor. Mobile wash cleaning has not produced any noticeable detriments to the City's water quality. The products used in mobile wash cleaning are more environmentally friendly today than in the past. It is also not required in the permit with the state to monitor mobile wash cleaning. Accordingly, staff is recommending to stop formally monitoring this activity.

This ordinance will also revise Section 22.11.035, Stormwater Plan Review, and change the existing rate structure from total acres disturbed, to a flat fee. The proposed fee will be based on whether the activity type is residential, commercial, or a development Stormwater Pollution Prevention Plan (SWP3). The new rate structure as approved in the FY 2022-23 Budget is as follows:

- Residential Full Stormwater Pollution Prevention Program (SWP3) - $200
- Commercial Full SWP3 - $175
- Development Full SWP3 - $700

Fiscal Impact

Plan review fees are anticipated to add $27,000 annually to the Stormwater Fund.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Attachments

Ordinance
Red Line Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 "UTILITIES", ARTICLE 22.11 "STORMWATER REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO STORMWATER PLAN REVIEW FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

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 to Article 22.11 of the Code of Ordinances of the City of Lubbock in order to align stormwater plan review fees with budgeted fees; NOW THEREFORE:

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

SECTION 1. THAT Section 22.11.034 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety and that same section reserved for future use.

SECTION 2. THAT Section 22.11.035 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.035 Stormwater plan review

(a) Process. Stormwater pollution prevention plan (SWP3) shall be submitted for review in accordance with NPDES or TPDES permit requirements and this article. Any operator desiring TPDES permit coverage shall submit to the stormwater engineer a stormwater plan review application on a form provided by the City of Lubbock Stormwater Management Department along with a copy of the SWP3 and the fee as established by subsection (b). Should the plan review process exceed ten (10) business days, construction activities may commence under the submitted SWP3. Once the plan review is complete, any necessary changes will be made to the SWP3 at the project site.

(b) Storm Water Plan Review Fees. All applications for storm water plan review approval shall be accompanied by the appropriate processing fee. The fee for review shall be a flat fee set annually in the City's budget ordinance.

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:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs// OrdAmend_Stormwater Fees
9.12.22

ORDINANCE NO. 2022-O_____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VERBAL WARNINGS; NOTICE OF VIOLATIONS; STOP WORK ORDERS; AND APPEALS, INTERPRETATION, AND VARIANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 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 22.11.034 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety.

SECTION 2. THAT Section 22.11.035 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.035 Stormwater plan review

Storm Water Plan Review Fees. All applications for storm water plan review approval shall be accompanied by the appropriate processing fee. The fee for review shall be a flat fee set annually in the city's budget ordinance.

AI# 11003
Regular City Council Meeting 5. 11.
09/27/2022:

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute Amendment No. 4 to the Raw Water Lease, between the City of Lubbock and the Lake Alan Henry Water District.

Item Summary

In 2003, the 78th Texas Legislature passed Senate Bill 1941 creating the Lake Alan Henry Water District (LAHWD), a special law conservation and reclamation district. On May 8, 2008, the City of Lubbock executed a 20-year contract with the LAHWD and the South Garza Water Supply (SGWS), to provide up to 520 acre-feet (169 million gallons) of raw water each year to developments surrounding Lake Alan Henry within the LAHWD service area. Lubbock's raw water is supplied to SGWS, a private water system operating under a contract with LAHWD. SGWS constructed a pump station, transmission lines, a surface water treatment plant, and distribution lines, to provide treated water to lot owners in the Northridge Development located along the north side of the Lake. The SGWS began pumping raw water from Lubbock's intake structure in December 2009.

On November 1, 2018, the City Council executed a new raw water lease between the City and the LAHWD. The contract with LAHWD was designed to replace the existing raw water contract. LAHWD plans to purchase the SGWS facilities and extend the water system to other developments within their service area on both the north and south side of the Lake.

On October 21, 2019, the City Council executed the First Amendment to the Raw Water Lease. The amendment was necessary in order to meet the requirements of the U.S. Department of Agriculture's (USDA's) grant and low interest loan program, which will fund LAHWD's project. The amendment provided the City with the option to renew the contract for an additional 10 years (from 35 to 45 years).

On September 22, 2020, the City Council executed the Second Amendment to the Raw Water Lease. The amendment was necessary because the Original Raw Water Lease required the LAHWD to finalize the SGWS agreement within 730 days or by November 1, 2020. The amendment extended the deadline for LAHWD to execute the SGWS agreement until November 1, 2021.

On October 26, 2021, the City Council executed the Third Amendment to the Raw Water Lease to provide the LAHWD additional time to finalize the agreement to purchase the SGWS. The amendment extended the deadline for LAHWD to execute the SGWS agreement for another 365 days or until November 1, 2022.

This Fourth Amendment to the Raw Water Lease is needed in order to provide the LAHWD additional time to finalize the agreement to purchase the SGWS. Additional delays have occured due to USDA grant/loan program funding requirements. The LAHWD cannot finalize the agreement with the SGWS until funding is available. Therefore, this amendment extends the deadline for LAHWD to execute the SGWS agreement for another 365 days or until November 1, 2023.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
L. Wood Franklin, P.E., Division Director of Public Works
Aubrey A. Spear, Director of Water Utilities

Attachments

LAHWD - Resolution - Amendment 4

LAHWD - Contract- Amendment 4

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Fourth Amendment to the Raw Water Lease by and between the City of Lubbock and the Lake Alan Henry Water District for the lease of raw water. 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 the _____ day of _____, 2022.

_____
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

FOURTH AMENDMENT TO
RAW WATER LEASE
BETWEEN
THE CITY OF LUBBOCK
AND
THE LAKE ALAN HENRY WATER DISTRICT

The following provisions are intended by the parties to modify, amend, or clarify the Raw Water Lease between the City of Lubbock ("Lessor") and the Lake Alan Henry Water District ("Lessee") dated November 1, 2018, and attached hereto as Exhibit A. In the event it should be determined that any of the following provisions conflict with the language in the attached Raw Water Lease, the language in this Amendment shall govern as if the conflicting language in the printed document had been deleted.

Section II.B. Acquisition of South Garza System — Delete and replace with the following paragraph:

> **This Agreement shall be contingent upon the Lessee's acquisition of the South Garza Water Supply System (the "South Garza System"). If the Lessee fails to acquire the South Garza System within one thousand eight hundred and twenty-five (1,825) days, then this Agreement shall automatically terminate.**

By execution hereof, Lessor and Lessee agree to all of the above terms and conditions.

SIGNED ON THE DATES SHOWN BELOW:

CITY OF LUBBOCK

By: _____
Tray Payne, Mayor

Date: _____

ATTEST:

_____
Rebecca Garza, City Secretary

LAKE ALAN HENRY WATER DISTRICT

By: Lindsay Masso
Lindsay Masso, Board Chairperson

Date: 8/29/22

ATTEST:

Ann Manning
Ann Manning, Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

RAW WATER LEASE
BETWEEN
THE CITY OF LUBBOCK
AND
THE LAKE ALAN HENRY WATER DISTRICT

The City of Lubbock (hereinafter "Lessor") and The Lake Alan Henry Water District (hereinafter "Lessee") enter into this Raw Water Lease ("Lease") on the 1st day of November 2018, (the "Effective Date").

I. RECITALS

WHEREAS, the Lessor is a home-rule municipality created pursuant to Article II. Section V of the Texas Constitution and its Charter; and

WHEREAS, the Lessee is a special law conservation and reclamation district created pursuant to the authority of Article XVI, Section 59 of the Texas Constitution through the passage of Senate Bill 1941, Regular Session, 78th Texas Legislature (2003) (the "Enabling Legislation"); and

WHEREAS, on September 25, 1984, Permit No. 4146 (the "Permit") was issued to the City of Lubbock authorizing the construction, storage, diversion and use of water from Lake Alan Henry (the "Lake"); and

WHEREAS, on May 8, 2008 the Lessor and Lessee entered into a Raw Water Lease (the "Prior Lease"); and

WHEREAS, the Lessor and Lessee desire to terminate the Prior Lease and execute this Raw Water Lease (the "Lease") with new terms and conditions herein, wherein the cost of water has been determined to be fair, just and reasonable pursuant to the Enabling Legislation; and

WHEREAS, by entering into this Lease, the Lessor has determined that this Lease will assist in fulfilling the Lessor's financial obligations for the Lake; and

WHEREAS, the Lessor is providing the Lessee with an easement so that it may deliver the raw and/or treated water supplied pursuant to this Lease; and

WHEREAS, THE Lessor has an interest in the development around the Lake;

NOW THEREFORE, for and in consideration of the mutual promises, the adequacy of consideration being hereby acknowledged, the Lessor and the Lessee do hereby agree and covenant to each other the following:

II. WATER SUPPLY

A. Amount of Water Delivered - Lessee shall have the right to use from the Lake, in accordance with the Permit, up to a maximum of 280 acre-feet of raw water per annum. This quantity of raw water shall become the Annual Quantity for all purposes of this Lease. In addition, to the extent that Lessee is able to acquire and transfer certain water extraction license rights to Lessor in accordance with **Paragraph III.D** of this Lease, Lessee shall be credited and not charged for those amounts of raw water that are actually transferred to Lessor during the term of this Lease.

In addition to the Annual Quantity, the Lessor shall deliver to the Lessee the raw water required to meet the treated water needs of the Sam Wahl Recreation Area. This quantity of raw water shall become the Recreation Quantity for all purposes of this Lease. For accounting purposes, the City shall subtract the Recreation Quantity, as metered at the meter for the Recreation Area, from the Annual Quantity so as not to count against the amount of water supplied to the Lessee.

In the event the level of the Lake should decrease to the level of 2200 feet above mean sea level or below during the term hereof, the amount of Annual Quantity of water required to be delivered to Lessee by Lessor shall decrease in a corresponding manner for such time as the Lake shall be at such level, as set forth in **Exhibit "A"**. The reduced quantity of water shall be deemed to be the Annual Quantity during the term of such reduction. Once the level of the Lake has exceeded 2200 feet above mean sea level, the Annual Quantity shall revert to the original Annual Quantity prior to the reduction.

B. Acquisition of South Garza System. - This Agreement shall be contingent upon the Lessee's acquisition of the South Garza Water Supply System (the "South Garza System"). If the Lessee fails to acquire the South Garza System within seven hundred thirty (730) days, then this Agreement shall automatically terminate.

C. Source of Water Supply – Water supplied pursuant to this Lease will be water provided in accordance with the Permit.

D. Rate of Diversion – Water supplied pursuant to this Lease will be diverted at the rate of diversion as authorized in the Permit and as provided herein.

E. Purpose of Use – Lessee represents to Lessor and Lessor relies on such representation that all water supplied under this Lease will be utilized for retail water service and for municipal uses only, as such terms are defined by rules adopted by the Texas Commission on Environmental Quality (the "Commission"). Except as otherwise provided herein, Lessee is expressly prohibited from providing or selling raw water to any third party without the written consent of Lessor. The Lessee will supply treated water to the Sam Wahl Recreation Area, owned by the City of Lubbock. Lessee is expressly prohibited from providing or utilizing any water acquired pursuant to this agreement for commercial irrigation or industrial uses.

F. Place of Use – Water supplied pursuant to this Lease shall only be used by the Lessee to supply retail potable water within the boundaries of the Lessee as described in the Lessee's Enabling Legislation (the "Area of Service as may be amended from time to time).

G. Point of Delivery and Water Facilities –

1. Master Meter – Water supplied pursuant to this Lease will be delivered to Lessee at or near the stilling basin outlet works, on the downstream side of the dam, as approximately depicted in **Exhibit "B"**, attached hereto (the "Point of Delivery"), at a master-meter to be installed by Lessor pursuant to **Paragraph III.E.** Lessee shall pay for any and all expenses related to the installation of said master-meter.

2. Easement – The Lessee currently owns and operates certain water facilities and easements (the "Existing Facilities") on Lessor's property as depicted in Exhibit "C." Lessee agrees to notify the Lessor as to any modifications or repairs to the Existing Facilities on Lessor's property. The Lessee must obtain Lessor's approval from the Director of Water Utilities for any modification to the Existing Facilities on Lessor's property.

For new or proposed pipelines ("New Facilities") on Lessor's property, the Lessor shall grant the Lessee, upon its request, an easement for New Facilities over and across lands, upon payment of ten and no/100 Dollars ($10) and other good and valuable consideration by Lessee to Lessor. The arrangement of the New Facilities are roughly depicted in **Exhibit "D"**, attached hereto. It is expressly agreed by Lessee and Lessor that the New Facilities may differ from that depicted if it is so deemed necessary or advisable by the Lessee or Lessor. Prior to construction, in the event it becomes necessary to alter the route of the pipeline due to archeology concerns, as determined by Lessor, Lessee stipulates that the Lessor may unilaterally alter said pipeline route and Lessee shall cooperate with Lessor to amend the survey and easement to so reflect the altered route. The construction of any New Facilities shall be constructed in a prudent manner and shall be supervised or provided with oversight by a duly licensed engineer as employed or contracted by the Lessee and may be supervised by the Lessor. The Lessee shall obtain all necessary licenses and permits regarding the construction of any pump station, related facilities, and pipeline(s). Further, the Lessee shall comply with all applicable laws, statutes, rules, regulations and ordinances regarding the construction, maintenance and operation of the New Facilities, including without limitation, the Clean Water Act (33 U.S.C. 1251 et seq.) and all rules and regulations promulgated thereunder or related thereto.

3. Modification of Connecting Facilities – If modifications to the existing improvements to Lessee's water system, including without limitation, plans for meter, saddle and tap, and the valve assembly (referred to collectively as the

"Connecting Facilities") are made, the Lessee must allow the City to review and approve such modifications. Lessee shall ensure that modifications to its facilities are constructed in a professional manner so that there occurs no unreasonable water loss as a result of the pump station construction and operation. Lessor agrees to indemnify and hold Lessee harmless, to the fullest extent permitted by law, from any and all claims or liabilities or damages caused by the negligence of the Lessor or any of its employees, and agents related to the modification, operation and maintenance of the Connecting Facilities, (i) if the City would be liable in law for such claim; (ii) to the extent immunity, both from suit and liability, has been waived pursuant to the laws of the State of Texas; and (iii) to the extent limited by **Paragraph VI.S.** Nothing herein, or provided otherwise in the Agreement, shall be construed as a waiver by the City of any immunities from suit or liability, of any kind, whether provided by State or local statute, or otherwise.

Upon completion of any modifications to the Connecting Facilities, Lessor shall give notice to Lessee that the improvements have been completed.

4. Insurance Coverage for Construction – Lessee, and any other persons performing all or a part of its construction activities, shall procure and carry, at its sole cost and expense through the time of final completion of any and all construction activities contemplated by this Lease, insurance protection as hereinafter specified, in form and substance satisfactory to Lessor, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Lease, including without limitation, the indemnity obligations set forth herein. Lessee shall obtain and maintain in full force and effect commercial general liability and automobile liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: $500,000 Per Occurrence

Automobile Liability:

Combined Single Limit for any auto: $500,000 Per Occurrence

The Lessor shall be listed as additional insured and shall be granted a waiver of subrogation under the policies. Lessee will provide a Certificate of Insurance to the Lessor as evidence of coverage. The Certificate will provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the certificate.

Lessee shall elect to obtain or shall require its contractors, subcontracts, or other entities constructing, operating, and maintaining facilities described in this Lease on the Lessee's behalf to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Lessee shall comply or shall require its contractors, subcontracts, or other entities constructing, operating, and maintaining facilities described in this Lease on the Lessee's behalf to comply with all provisions of Title 5 of the Texas Labor Code to ensure that Lessee maintains said coverage. The Lessor shall be granted a waiver of subrogation under this policy.

If Lessee fails to maintain the required insurance in full force and effect, or if the Lessee fails to ensure that the required insurance is maintained in full force and effect by its contractors, subcontracts, or other entities constructing, operating, and maintaining facilities described in this Lease on the Lessee's behalf, the Lessor may terminate this Agreement in accordance with **Paragraph III.G.3**.

5. Inspections – The Parties agree that the Lessor has the right, but shall be under no obligation, to make inspections as it deems necessary or advisable during the construction phase of pipeline(s) and other water facilities being constructed on property owned by the Lessor. Any inspection rights provided herein to Lessor shall not relieve the Lessee of any of its obligations hereunder.

H. Rate of Delivery – Lessor agrees to deliver water to Lessee at a rate not to exceed two times the daily average quantity on an annual basis measured over a 24-hour period. Lessor will not restrict the delivery pressure from the Lake, unless the restriction is necessary to comply with this provision or the terms of the Permit.

I. Quality of Water – Lessor makes no representation as to the quality of the water supplied under this Lease, and Lessee hereby releases Lessor and agrees to hold it harmless from any and all claims that Lessee or Lessee's customers or users have or may have for any diminution in or impairment of the quality of water supplied under this Lease caused by any acts or omissions of Lessor.

III. ADMINISTRATION OF LEASE

A. Term of Lease – This Lease shall be for a term commencing on the Effective Date and ending on December 31, 2053.

B. Computation of Rates for Leased Water – Lessee hereby acknowledges that the Enabling Legislation accurately and appropriately defines the components necessary for the computation of the rates to be charged by the Lessor to the Lessee for the water to be supplied hereunder. Lessee hereby acknowledges that such components, if applied correctly, will generate rates that are just, reasonable and non-discriminatory, as applied to Lessee and the supply of water made available hereunder. The Lessor agrees that the rates for the leased water shall not exceed that which is allowed by the Enabling Legislation.

C. Terms of Payment – Lessee hereby covenants to pay Lessor the initial sum of $3.65 per thousand gallons for the delivery of the Annual Quantity and the Recreation Quantity. Lessee shall be obligated to pay only for the water actually provided to it out of the Annual Quantity and the Recreation Quantity. Lessee expressly stipulates and agrees that the price for water paid to be delivered hereunder may be adjusted annually, effective for deliveries of raw water to Lessee on and after January 1 of each year of the term hereof, in accordance with the terms of **Paragraph III.B**. and the Enabling Legislation.

During the term of this Lease, Lessor will mail a statement monthly to Lessee showing the monthly diversions. Each statement submitted shall be paid to Lessor at its office in Lubbock, Texas, by check or bankwire, on or before thirty (30) days from the date of mailing of the statement to Lessee. In the event Lessee fails to make payment of that statement within said thirty (30) day period, Lessee hereby agrees to pay and shall then pay a late payment charge of five percent (5%) of the amount of the statement. For each calendar month or fraction thereof that the statement remains unpaid, Lessee hereby agrees to pay and shall pay interest at the rate of one and a half percent (1.5%) of the amount of the statement. If the statement has not been paid in the prescribed period, Lessee hereby further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed for such collection.

At no time shall the interest rate and/or other fees, if applicable, described herein exceed the "Maximum Rate." The term "Maximum Rate," as used herein, shall mean the maximum nonusurious interest rate, if any, that at any time, or from time to time may be permitted by applicable law on such day or days.

Any provision herein notwithstanding, Lessor shall not in any event be entitled to receive or collect, nor shall any amounts received hereunder be credited, so that Lessor shall be paid, as interest, a sum greater than the Maximum Rate permitted by applicable law to be charged hereunder. If any construction of this Agreement indicates a different right given to Lessor to ask for, demand or receive any larger sum as interest, such is a mistake in calculation or wording which this clause shall override and control, it being the intention of the parties that this Agreement shall in all things strictly comply and conform with applicable law. In the event that the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Agreement shall ever exceed the maximum nonusurious rate under applicable law, any sum in excess thereof shall be paid to the Lessee.

D. Acquisition and Transfer of Water Rights – For the purpose of the acquisition of land and other property rights in order to construct Lake Alan Henry, the Lessor granted a water extraction license for certain landowners, including, but not limited to, Clyde Kitten, Le Wayne Fagan, Patsy Day, and John Huddleston to use a certain amount of raw water from Lake Alan Henry (the "Water Extraction Licenses"). It is the intention of Lessee to acquire the South Garza Water Supply water system from Clyde Kitten, one of the above-described landowners. In acquiring the South Garza Water Supply water system, it is the intent of Lessee to acquire the water extraction license from Clyde Kitten.

If Lessee offers to sell or receives a bona fide offer from a third party to buy all or any portion of the Water Extraction Licenses, Lessee will promptly give written notice to Lessor of the terms of the offer made or received and Lessee's willingness to sell for that price and on those terms. Upon receiving the notice, the Lessor may exercise the option, in the manner specified below, to purchase the Water Extraction Licenses described in the offer at the stated price and on the stated terms.

If the Lessor elects to accept Lessee's offer or meet the third-party's offer under the provisions of the preceding section, the Lessor will notify Lessee of that election, doing so in writing delivered to Lessee within sixty (60) days after the date of Lessee's notice to the Lessor of the offer. If the Lessor elects to refuse the offer or not to meet the third-party offer, the Lessor need take no action whatsoever. If the Lessor elects to refuse the offer, Lessee is free to sell or accept the offer to buy the property subject to the continuation of the leasehold estate created by this lease.

If for any reason the property is not sold by Lessee following an offer from a third-party, the right of first refusal granted and described in the preceding section shall continue in full force and effect, on the same terms and conditions.

E. Metering of Delivered Water – To measure the amount of water delivered to Lessee hereunder, Lessor agrees to install such flow meters and recording devices to permit, within five percent (5%) accuracy, determination of quantities of raw water delivered hereunder in units of thousand (1,000) gallons. Lessee agrees to pay for meter purchase, installation, maintenance, calibration and replacement as more particularly set forth below.

Lessor shall provide Lessee and Lessee shall provide Lessor with reasonable access to the Meters for the purpose of making meter readings and/or periodic inspections. Lessee and Lessor shall have the right to make a reading of the Meters installed by Lessee on a monthly basis. The Lessor shall have the Meters tested for accuracy by qualified personnel at the expense of Lessee at least once each three (3) calendar years. The report of such test and calibration shall be furnished to the Lessor and the Lessee. Readings within five percent (5%) of accuracy shall be considered correct.

The Meters may be tested at any reasonable time by either party, provided that the party making the test shall notify the other party at least two (2) weeks in advance and allow the other party to witness the test. Either party may install, at its own expense, check meters of comparable quality and reliability as the meter utilized to measure the amount of water delivered to the Lessee at any time and may leave such check meters installed for such periods as the party deems to be reasonably necessary to determine the accuracy of the metering equipment. Lessor shall be required to take necessary steps to correct any meter inaccuracy discovered during any test of Lessor's meter.

In the event any question arises at any time as to the accuracy of any meter, such meter shall be tested by Lessor, the expense of such test to be borne by Lessee, if the meter is found to be correct or if it is found to be reading a lower amount of water used, and by

Lessor, if it is found to be reading a higher amount of water used. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, a period extending back either one hundred twenty (120) days from the date of demand for the test or, if no demand for the test was made, one hundred twenty (120) days from the date of the test. If the meter was incorrectly reading a lower of the amount of water than was actually used, Lessee shall reimburse Lessor the difference as calculated above and if the meter was incorrectly reading a higher of the amount of water than was actually used, Lessor shall reimburse Lessee the difference as calculated above.

Lessee shall pay to Lessor a base monthly charge for the meter installed at the point of delivery equal to the rate established by the City Council of the City of Lubbock (City of Lubbock) for meters of equal size as set forth in Section 22.03.084 of Code of Ordinances of the City of Lubbock, as may be amended from time to time.

F. Water Conservation and Drought Contingency Measures – Pursuant to 30 Tex. Admin. Code Chapter 288, Lessee agrees to develop and implement water conservation and drought contingency measures consistent with, or more restrictive on water use than, Lessor's water conservation plan (the "Conservation Plan"), and that the water delivered to Lessee pursuant to this Lease will be used in accordance with such Conservation Plan. Lessor, in accordance with applicable law, may from time to time modify the Conservation Plan. Lessee agrees to provide Lessor with copies of Commission approved water conservation and drought contingency plans prior to the delivery of water pursuant to this Lease.

G. Termination of the Lease – This Lease may be terminated hereto as follows:

1. Lessor, at its sole option, and in accordance with the terms and conditions set forth in **Paragraph III.H.**, "Non-Payment", may terminate this Lease without recourse should Lessee fail to comply with the terms and conditions of this Lease for the payment of moneys owed to Lessor pursuant to **Paragraph III.C.**, "Terms of Payment" and/or **Paragraph III.E.**, "Metering of Delivered Water."

2. This Lease may be terminated immediately by Lessor upon the declaration of bankruptcy by Lessee.

3. This Lease may be terminated should Lessee fail to comply with the terms and provisions of **Paragraphs II.F.7.** if Lessor notifies Lessee of Lessee's default and Lessor's intent to so terminate this Lease, and if Lessee fails to cure such default after thirty (30) days notice and opportunity to cure such default.

Lessee shall remain liable for all fees and charges accruing under the Lease through the date the Lease is terminated.

H. Non-Payment – If Lessor determines that Lessee has not paid the full amount owed for any payment due under **Paragraph III.C.**, "Terms of Payment", and/or **Paragraph III.E.**, "Metering of Delivered Water" hereof within the time provided therefore, Lessor shall give written notice to Lessee stating the amount due and unpaid. If Lessor gives notice as provided herein and Lessee fails to pay within thirty (30) days of the date such written notice was mailed the amounts claimed in such notice to be due and unpaid, Lessor may, at its sole option, upon giving ten (10) days additional written notice to Lessee, terminate this Lease without recourse. If Lessee should dispute Lessee's obligation to pay all or any part of the amount stated in any statement or notice, Lessee shall, nevertheless pay such amount, in which case such amount shall be deposited by Lessor in an interest bearing account pending final resolution of such dispute. Nothing herein shall be construed to require the Lessor to exercise the remedy of termination and Lessor shall be entitled to exercise, concurrently or otherwise, other remedies as may be available by law, contract, equity or otherwise. All remedies shall be cumulative in nature and the exercise by either party of any right or remedy hereunder shall not preclude the concurrent or subsequent exercise of any other right or remedy.

I. Notice – Each notice under this Lease shall be transmitted by certified mail, return receipt requested, and shall be effective on the date actually received. All notices and statements shall be addressed to:

Lake Alan Henry Water District
Attention: Chairperson, Board of Directors
P.O. Box 493
Post, Texas 79356

City of Lubbock
Attention: Director of Water Utilities
P.O. Box 2000
Lubbock, Texas 79457

Either party may change its address by giving written notice of such change to the other party.

J. Assignment of Lease - Lessee may assign the rights to this Lease only upon obtaining the written approval of Lessor. Lessor may assign its rights to this Lease, in whole or in part, at any time and from time to time, at its sole and absolute discretion. This clause does not prohibit the delegation of duties prescribed by this Agreement.

J. Compliance with Commission Rules – Lessor agrees to file a copy of this Lease with the Executive Director of the Commission, it being fully recognized by the Lessee hereunder that the effectiveness of this Lease is dependent upon compliance with 30 Tex. Admin. Code Chapters 295 and 297.

IV. WATER SUPPLY PLANNING

A. No Permanent Supply of Water – Lessee acknowledges that the supply of water pursuant to this Lease is for a specified term of years and that Lessor may need this water to meet its own future water supply needs. Lessee agrees that Lessor has no obligation to extend the Lease or enter into another Lease for the benefit of Lessee.

B. Plan for Future Supply – Consistent with Water Code Section 11.036 and Government Code Section 791.026, Lessee agrees to plan for its water supply needs beyond the term of this Lease. In so doing, Lessee agrees to submit to Lessor, at least three (3) years before the expiration of this Lease, a list of identified reasonable alternative water management strategies approved in accordance with the Texas Water Development Board's State Water Plan and Chapter 16 of the Water Code. Furthermore, at least one (1) year before the expiration of this Lease, Lessee covenants that it will complete all land acquisition, construction, and physical improvements necessary to realize any such approved alternative water management supplies to replace the water supply provided through this Lease. The Lessor, at its option, may extend this lease.

V. RETAIL WATER SERVICE

A. Service to City. At such time Lessee purchases or otherwise gains access and control of the South Garza Water Supply Co., Lessee shall make available to the City retail potable water service at delivery rates and volumes acceptable to City to the meter located south of the north boundary of the Sam Wahl Recreation Area, as approximately depicted on **Exhibit "E,"** attached hereto.

B. Rates for Service. The total rate payable by the City to Lessee for such water shall be $80 for the first 3,000 gallons of water and $5.00 per thousand gallons thereafter.

C. Termination of Service. The City may terminate retail water service to the Recreation Area at any time in accordance with the Tariff. However, to the extent the Recreation Area is certificated to Lessee, the City may not obtain retail water service from any other retail water service provider. However, the City may provide its own potable water service to the Recreation Area and Lessee hereby consents to such activity. Lessee shall take whatever action is necessary to allow for such activity by the City.

VI. GENERAL PROVISIONS

A. Preamble – All matters stated in the preamble are found to be true and correct and are incorporated into the body of this Lease as if copied in their entirety.

B. Hold Harmless and Indemnification – To the extent, and only to such extent allowed by law, and subject to **Paragraph VI.S.** herein, Lessor and Lessee will save and hold the other harmless from any and all claims or demands whatsoever to which either may be subjected by reason of any injury to any person or damage to any property resulting from

or in any way connected with any and all actions and activities (or failure to act) of the other party under this Lease.

C. Force Majeure – The term "force majeure" as used herein, shall mean those situations or conditions which are beyond the control of Lessor or Lessee and which, after the exercise of due diligence to remedy such situation or condition, render Lessor or Lessee unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to, acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply, insofar as each of the foregoing are beyond the reasonable control of the party in question. Lessor shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to Lessee due to any force majeure. Lessor shall use reasonable and timely diligence to repair or recondition the machinery, pipelines, or dams in the event such machinery, pipelines or dams are damaged or made unserviceable from any force majeure.

D. Maintenance and Periodic Shutdowns – Lessee agrees that routine and emergency maintenance conditions may impact Lessor's ability to deliver water pursuant to this Lease. Except in the case of force majeure, and to the extent reasonable, Lessor agrees to give 72 hours notice prior to any shutdown of equipment or infrastructure necessary to deliver water to Lessee.

E. No Third Party Beneficiary – The parties hereto are entering into this Lease solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

F. No Rights or Title Acquired – Lessee agrees and acknowledges that it acquires by this Lease no rights or title to the water that is the subject of this Lease other than those rights explicitly set forth herein. Furthermore, nothing in this Lease shall be construed as an assignment of any diversion rights, equity, or financial obligations under the Agreement.

G. Representations And Warranties – Both Lessor and Lessee represent and warrant to the other that this Lease has been duly executed by an authorized officer and constitutes a valid and binding contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

H. Amendment – This Lease may not be modified or amended except by an instrument in writing signed by authorized representatives of the parties.

I. Binding in Effect – The terms of this Lease shall be binding upon, and inure to the benefit of, the parties and their, in the case of Lessor, successors and assigns, and in the case of Lessee, its permitted successors and assigns.

J. Integrated Document – This Lease, together with all Exhibits attached hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease and supersedes all prior agreements or understandings with respect to the subject matter hereof, both oral and written, including but not limited to the May 11, 2006 Raw Water Lease between the City of Lubbock and the Lake Alan Henry Water District. Each party agrees that the other party (and their agents and representatives) have not made, and it has not relied upon, any representation, warranty, covenant or agreement to or with such party relating to the transactions contemplated hereunder other than those expressly set forth herein.

K. Counterparts – This Lease may be executed by the parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

L. Further Assurances – Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Lease.

M. Governing Law – This Lease and the rights and duties of the parties arising out of this Lease shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof. This Lease is performable, at least in part, in Lubbock County, Texas. Lessor and Lessee hereby irrevocably consent to Lubbock County as the exclusive venue for any action related hereto.

N. Headings – The headings of the Articles and Paragraphs of this Lease are included for convenience only and shall not be deemed to constitute a part of this Lease.

O. Exhibits – All Exhibits attached to this Lease are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

P. Interpretation and Reliance – No presumption will apply in favor of any party in the interpretation of this Lease or in the resolution of any ambiguity of any provisions thereof.

Q. Relationship of Parties – Neither the execution nor delivery of this Lease, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the parties, except for the contractual arrangements specifically set forth in this Lease. Except as is expressly agreed to in writing in this Lease, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall

a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party.

R. Severability – In the event that any provision of this Lease is held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment to the provisions of this Lease with the view to effecting, to the extent possible, the original purpose and intent of this Lease, and the validity and enforceability of the remaining provisions shall not be affected thereby.

S. Actual Damages – A party shall be in default hereunder if any of the following shall occur and be continuing: (i) failure to perform and/or be in compliance with any covenant, warranty or agreement herein; or (ii) any representation shall prove to be untrue during the term hereof. In the event of default of this Lease by any party, the Non-defaulting party shall be entitled to seek damages, specific performance, injunctive relief, or any other remedy to which it might be entitled under this Lease, in law or at equity. Notwithstanding the foregoing, neither party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on contract, negligence, strict liability, tort, statute or any other theory of liability.

Executed and effective as of the date identified above by the signatures of the parties below.

CITY OF LUBBOCK
BY:

Daniel M. Pope, Mayor

LAKE ALAN HENRY WATER DISTRICT
BY:

Lindsay Masso, Board Chairperson

ATTEST:

Rebecca Garza, City Secretary

ATTEST:

Ann Manning, Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

EXHIBITS

Exhibit A: **Schedule of Reduced Water Allocation**

Exhibit B: **Raw Water Point of Delivery for LAH Water District**

Exhibit C: **Existing LAH Water District Facilities and Easements**

Exhibit D: **Proposed LAH Water District Easements**

Exhibit E: **Retail Meter Point of Delivery for Sam Wahl Recreational Area**

Exhibit "A"
Schedule for Reducing Water Allocation

Lake Water Level Elevation (1)	Reduction in Base Annual Quantity
2200	10%
2195	20%
2190	30%
2185	40%
2180	60%
2175	80%

(1) Feet above mean sea level as measured at the intake tower USGS gauge on January 1st of each year

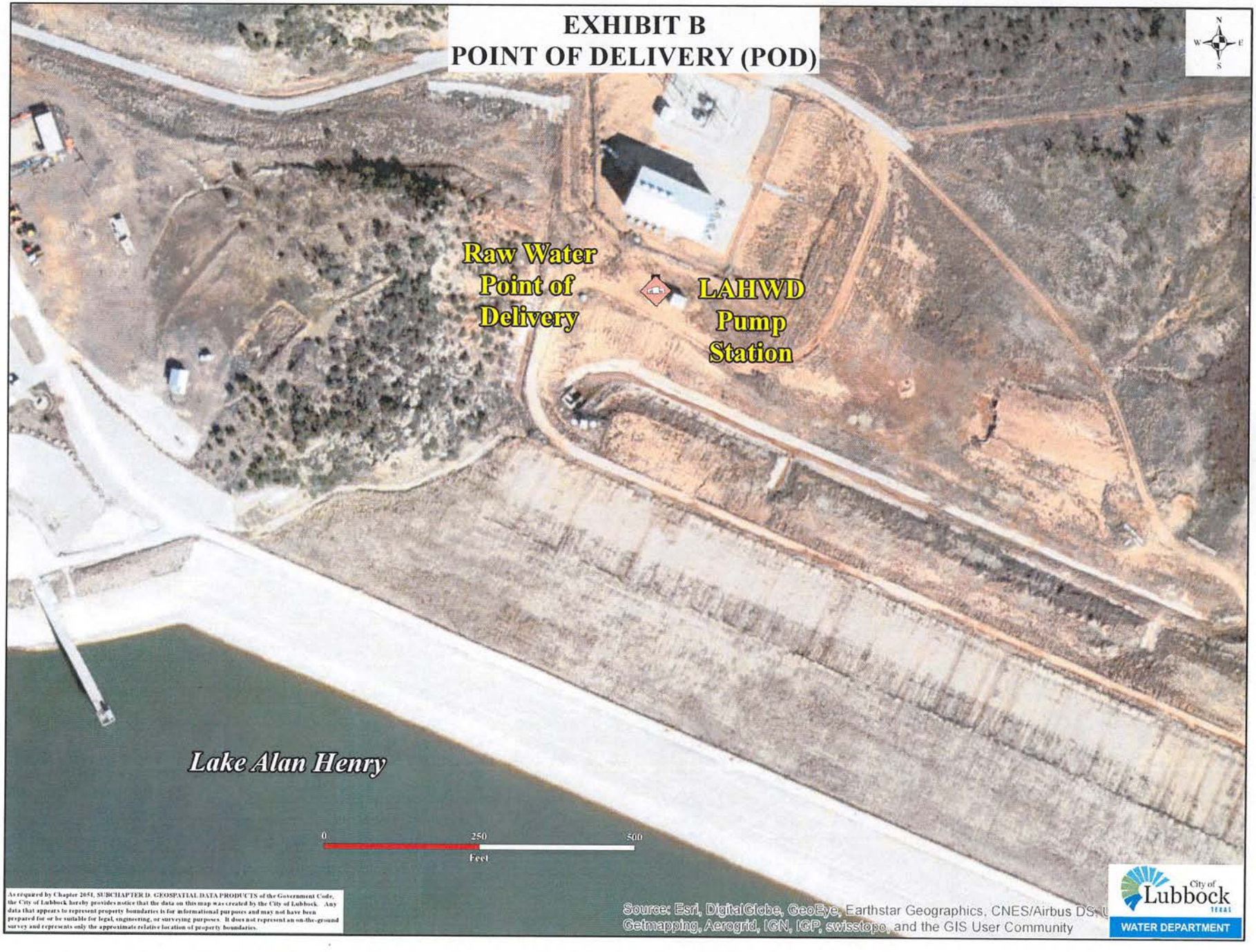


EXHIBIT B
POINT OF DELIVERY (POD)
Raw Water Point of Delivery
LAHWD Pump Station
Lake Alan Henry
0
250
500
Feet
As required by Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, U
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
City of Lubbock
TEXAS
WATER DEPARTMENT

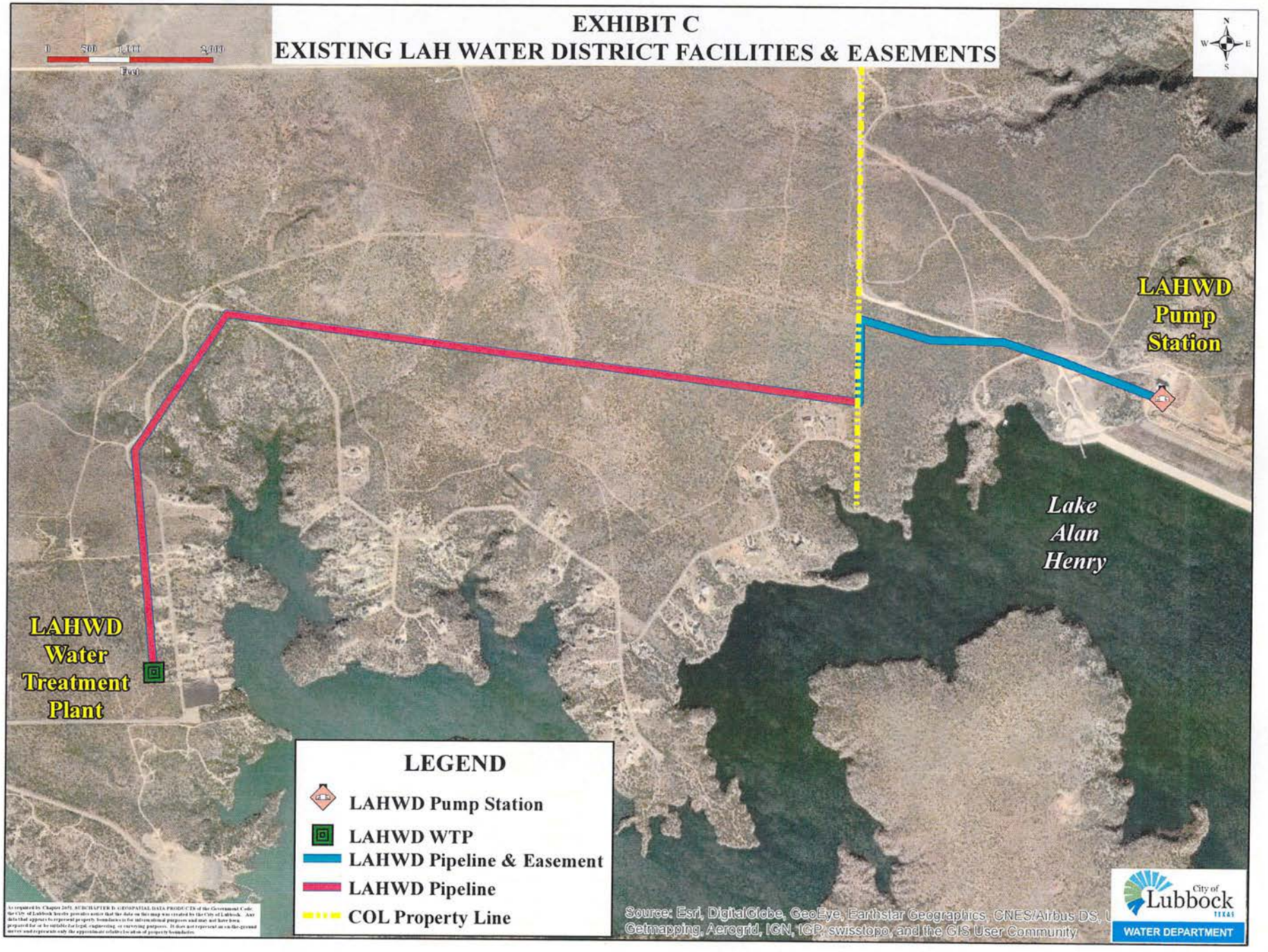


EXHIBIT C
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LAHWD WTP
LAHWD Pipeline & Easement
LAHWD Pipeline
COL Property Line
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
City of
Lubbock
TEXAS
WATER DEPARTMENT

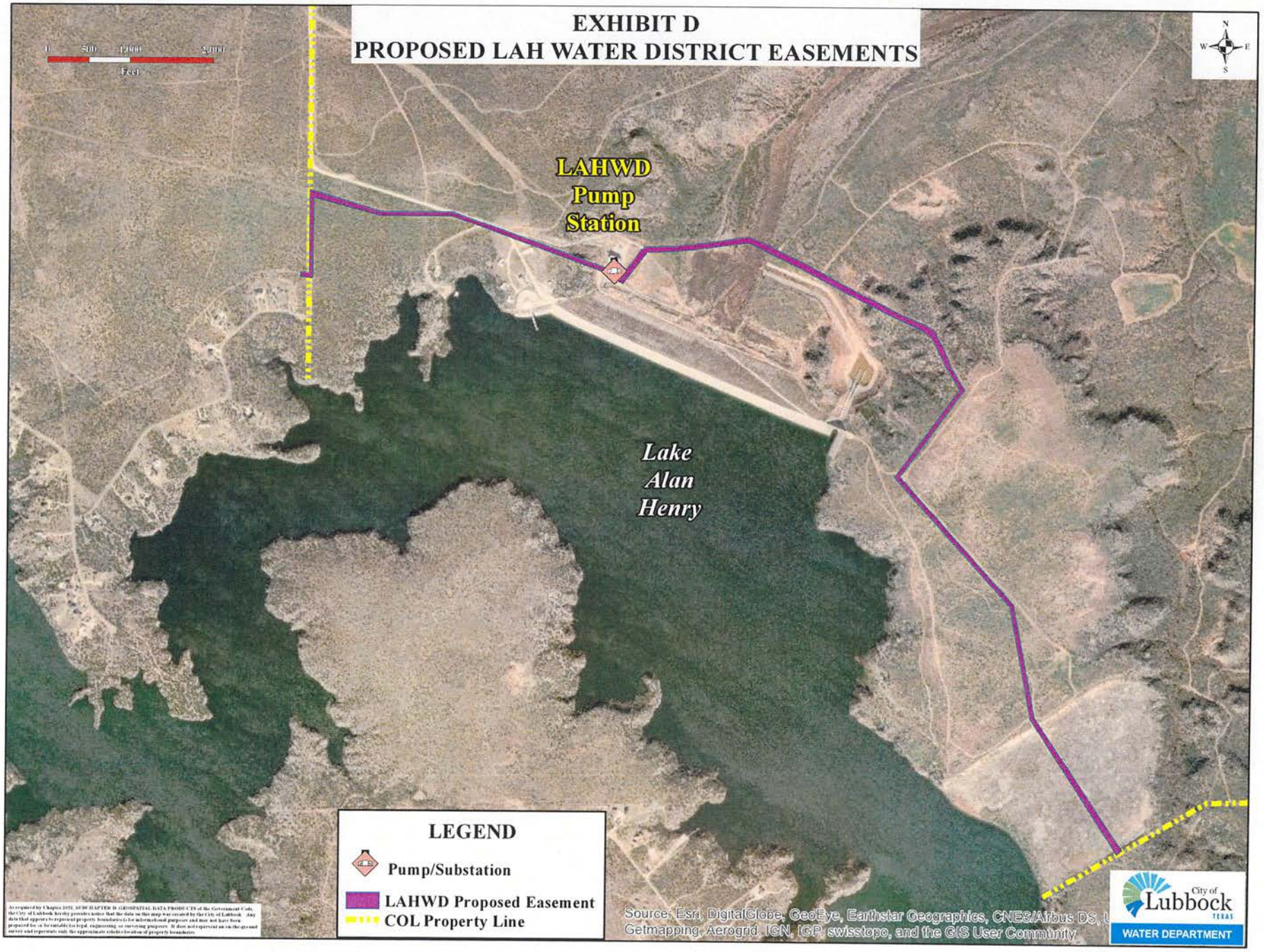
EXHIBIT D
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Alan
Henry
LEGEND
Pump/Substation
LAHWD Proposed Easement
COL Property Line
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
City of Lubbock
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WATER DEPARTMENT

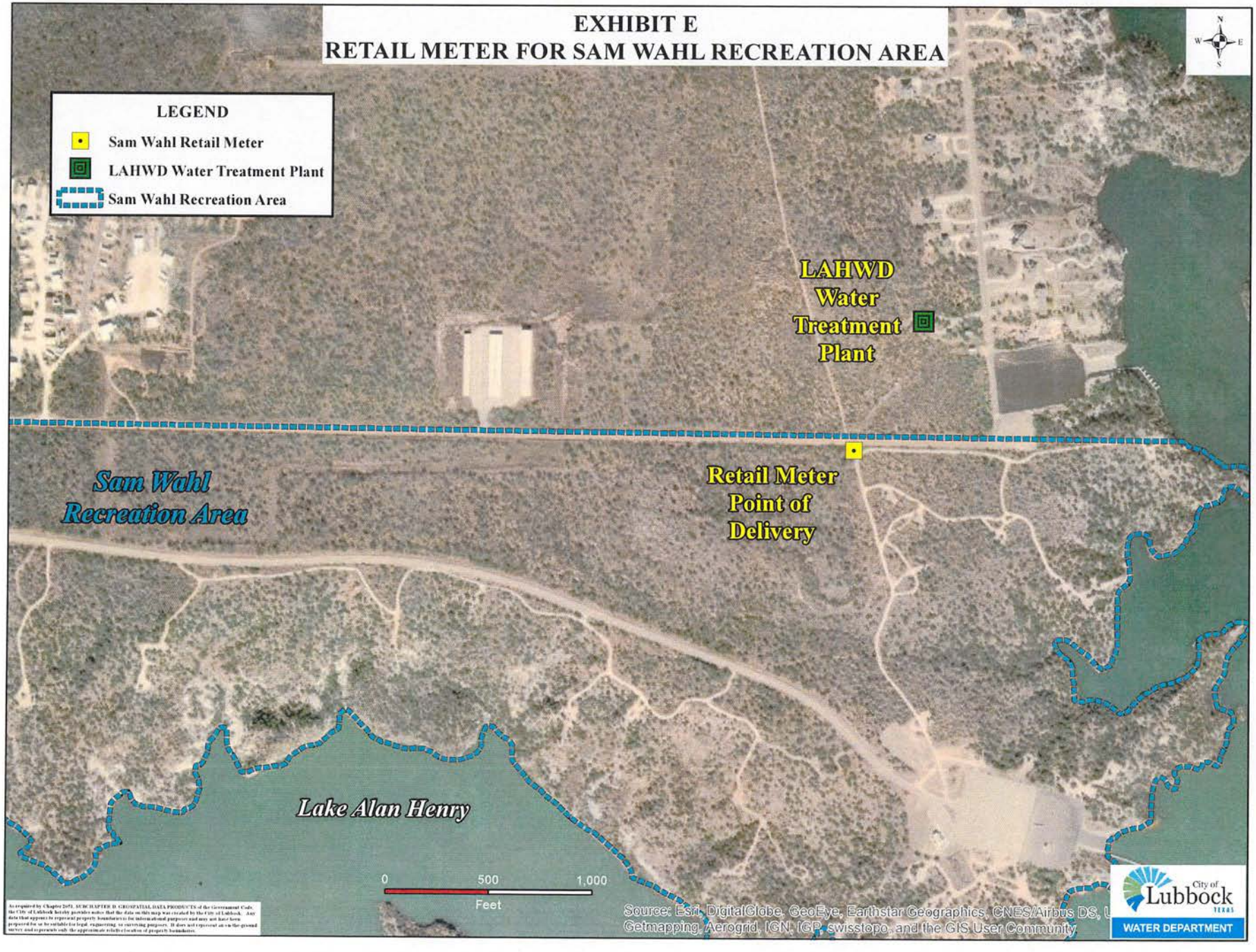
EXHIBIT E
RETAIL METER FOR SAM WAHL RECREATION AREA
LEGEND
Sam Wahl Retail Meter
LAHWD Water Treatment Plant
Sam Wahl Recreation Area
LAHWD Water Treatment Plant
Retail Meter Point of Delivery
Sam Wahl Recreation Area
Lake Alan Henry
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500
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, U
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
City of Lubbock TEXAS
WATER DEPARTMENT

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Service Contract 16638, and related documents, with Benevate, Inc. dba Neighborly Software, for grant management software for Community Development.

Item Summary

Community Development will utilize the Grant Management Software to administer projects funded with federal grant funds from HUD and TDHCA. The software will aid the department in allocation processes, case file management, funding and contracts, monitoring, financial reporting, and more. The software will support the department with performance and financial reporting including draw requests, quarterly reports, and annual reports submitted to HUD and TDHCA. Subrecipients will employ the software for submissions of monthly expenditure reports including backup documentation.
In response to RFP 22-16638-KM, 4 proposals were received and opened on August 25, 2022. They were as follows:

Benevate Inc., dba Neighborly Software, Atlanta, Georgia
Dulles Technology Partners, Inc., Leesburg, Virginia
OpenGov, San Jose, California
GrantAnalyst.com LLC, dba ZoomGrants, Denver, Colorado

The proposals were evaluated using the following criteria: 35 points for Technical Specifications and System Requirements, 15 points for Implementation and Training, 30 points for Cost, and 20 points for Qualifications of the Firm and Staff, for a possible total of 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Points
Benevate Inc., dba Neighborly Software, Atlanta, Georgia	90.25
GrantAnalyst.com LLC, dba ZoomGrants, Denver, Colorado	74.75
Dulles Technology Partners, Inc., Leesburg, Virginia	68.00
OpenGov of San Jose, California	54.00

Staff and Evaluation Committee recommend award of the unit price contract to the highest ranked proposal, Benevate Inc., dba Neighborly Software of Atlanta, Georgia, for $22,000.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual quantities. The price per unit will not change. The department anticipates software implementation to begin October 1, 2022.

Fiscal Impact

A total of $40,000 was appropriated with $50,000 available in fund 44039.8302 for this purpose.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Karen Murfee, Director of Community Development

Attachments

Resolution

Contract

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, Service Contract No. 16638 for grant management software for community development as per RFP 22-16638-KM, by and between the City of Lubbock and Benevate, Inc. dba Neighborly Software of Atlanta, GA, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.ServiceContract 16638- grant management software for community development
08.31.22

Contract 16638

City of Lubbock
Grant Management Software for Community Development
Agreement

This Service Agreement (this "Agreement") is entered into as of the ____day_____of **2022**("Effective Date") by and between **Benevate, Inc. dba Neighborly Software** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 22-16638-KM, Grant Management Software for Community Development and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Grant Management Software for Community Development, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Best and Final Offer
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and Exhibit C attached hereto.

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. This Contract will renew automatically for the additional terms, unless either Party gives 90-day written notice to terminate the Contract.

1.2 All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.3 Prices quoted shall be guaranteed for a period six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate. Further, if the Contractor can provide documentation for actual charges for material, labor, etc. that demonstrates that the change in CPI or PPI is not sufficient, the Contractor shall provide such documentation to the City, and at the City's sole discretion, the contractual rate may be further adjusted. If agreement regarding a new rate cannot be reached, the City shall terminate at the end of the current contract period.

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

1.5 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

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

1.7 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract insurance requirements document, this provision shall control.

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

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

2.14 Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

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

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

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

2.19 Indemnify. The Contractor shall indemnify and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages,

claims, or liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

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

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

CITY OF LUBBOCK

Tray Payne, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Director of Community Development

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY: G. Jason Rusnak

Authorized Representative

J. Jason Rusnak

Print Name

3423 Piedmont Rd

Address

Atlanta, GA - 30305

City, State, Zip Code

City of Lubbock

RFP 22-16638-KM
Grant Reporting Software of Community Development

GENERAL REQUIREMENTS

1. INTENT

This RFP is being issued under guidelines of a High-Technology RFP. This means that failure to successfully meet all functional requirements may not necessarily disqualify the vendor. Vendors should take exception to functional specifications that they cannot meet and may offer alternative solutions and/or additional features in their proposals. Price will not be the only criteria of selection. The City may choose to select all, part, or none of the vendor's proposal. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

2. SCOPE OF WORK

City of Lubbock, Community Development is seeking a reliable software system that captures required grant reporting components and sets up programming/mapping for City of Lubbock, Community Development. Must be familiar and able to accurately report on components of grant and case management for the Housing Urban Development (HUD); Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME) and Emergency Service Grant (ESG). Also, must be familiar and able to accurately report on components for the Comprehensive Energy Assistance Program (CEAP) obligation, as well as Low Income Home Energy Assistance Program (LIHEAP) funded by and reported to the Texas Department of Housing and Community Affairs (TDHCA) to maintain compliance.

Provider must be able to auto-map services with outcomes, stay up to date with HUD, IDIS and TDHCA reporting guidelines and requirements, ability to upload reports into format for compliance and maintain all levels of confidentiality.

Vendor will be on-site and virtual for training purposes and troubleshooting.

City of Lubbock
RFP 22-16638-KM
Grant Management Software for Community Development
Price Proposal Sheet

#	Description	Location Total Cost UOM	**Benevate Inc, dba Neighborly Software** **Atlanta, GA** **$22,000.00** Unit Price	 Total Cost
1				
#1-1	*Grant Reporting Software for Community Development, as specified herein, with one year warranty.	LS	$22,000.00	$22,000.00

Commercial 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.

Cyber Liability Requirements: $1M of coverage is needed for Cyber Liability

Technology Errors and Omissions Requirements: $1M per claim

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* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet a A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

Purchasing and Contract Management
Project Summary

RFP 22-16638-KM Grant Management Software for Community Development

Notice was published in the Lubbock Avalanche Journal on August 03 and August 10, 2022.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from August 02, 2022 to August 18, 2022.
38 vendors took documents from Bonfire-hub.com
15 vendors were notified separately.
4 vendors submitted proposals.

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a Professional Services Agreement 16563, with Fehr & Peers, for on-call planning services for Citibus.

Item Summary

This agreement with Fehr & Peers provides high quality planning-related consulting services for Citibus, the City of Lubbock's public transportation system. These services require resources exceeding Citibus available staff and technical resources.

In accordance with the contract for On-Call Planning Services the consultant will provide services for each category of planning services outlined below. The planning consultant will work with Citibus staff or other consultants on projects as needed. The consultants are able to coordinate the following services:

• Short and Mid-term planning to update, modify, and create plans for near and midterm projects;
• Technology planning and development to incorporate data and information into existing system;
• Capital project planning to update and create financial plans for capital enhancement improvements including shelters, transit maintenance and operations facilities, vehicles, and other capital assets;
• Scheduling and run-cutting for existing and future services;
• Survey work and analysis such as on-board surveys, origin-destination analysis, customer satisfaction, and ridership data;
• Compliance Planning and analysis such as Title VI, Safety Management System, National Transit Database, Disadvantaged Business Enterprise and other Federal or State required reporting documents;
• Transit Service planning for large-scale citywide efforts as well as smaller neighborhood-scale service improvements,including visioning, outreach, modeling, service planning, and implementation strategies;
• Safety and security planning to include the development of required safety planning documents; and
• Grant application development for potential discretionary grant opportunities.

This is not an all-inclusive list, and the consultant may be asked to work on other projects as needed.

The agreement will be a task order contract with an obligation for service based on the issuance of a specific Task Order(s). Citibus is not obligated for services until a Task Order is issued and executed. Citibus does not guarantee a minimum annual level of compensation to the awarded firm, and there is no minimum or maximum number of Task Orders to be issued.

The On-Call Planning Contract will be a negotiated instrument and is an umbrella contract that does not designate specific projects or tasks of services. The contract establishes a relationship, specifying terms and conditions of employment, as well as establishing negotiated hourly rates for different professional, technical and administrative classifications of personnel proposed to be available for performance of work.

The services may not be on a constant, continuous basis, but rather on an as-needed, on-call basis, during

the term of the Contract. The Contractor will provide services pursuant to each negotiated task order. Each task order may vary in its size and scope and may entail providing a single support staff perform for limited durations.
The City of Lubbock issued a request for qualifications, RFQ 22-16563-KM, for consulting services for On-Call Planning Consultant Services. Three (3) consultant groups submitted proposals.

Proposer	Total Points
Fehr & Peers	98.67
Hendrickson Transportation Group	76.00
Walker Consultants	64.33

The proposals were evaluated according to the following criteria: 30 points for Project Team Organization and Qualifications, 30 points for Experience on Similar Projects, 30 points for Project Approach, and 10 points for Overall Responsiveness to the RFQ.

The Evaluation Committee is recommending Fehr & Peers, the highest ranked proposer, be awarded the contract for On-Call Planning Consultant Services.

The term of this agreement commences on the effective date and continues without interruption for a term of 5 years.

Fiscal Impact

Cost associated with this contract is already included in the FY 2023 Citibus budget. Approval of this contract will result in no additional costs to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Lubbock Public Transit Advisory Board

Attachments

Resolution - Fehr & Peers On Call Planning

Contract - Fehr & Peers On Call Planning

Project Summary - Fehr & Peers On Call Planning

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 16563 for on-call planning consultant services for Citibus as per RFQ 22-16563-KM, by and between the City of Lubbock and Fehr & Peers of Dallas, Texas, 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:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Professional Services Agreement 16563-Fehr & Peers
9.16.22

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. _____ is entered into this ___ day of _____, 2022, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Fehr & Peers, (the" Consultant"), a California corporation authorized to transact business in the State of Texas.

WITNESSETH

WHEREAS, The City desires to contract with the Consultant to provide professional services for On-Call Planning Consultant Services for Citibus, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term **5 years**. If the Consultant determines that additional time is required to complete the Services, the City Consultant, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Consultant shall receive as consideration to be paid for the performance of the Services, in accordance with Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. The Consultant is a corporation in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

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

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part

of the Consultant. This Agreement constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms thereof.

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

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

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

ARTICLE VI. SCOPE OF WORK

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

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000 Professional

Liability:

Combined Single Limit: $2,000,000 Automobile

Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

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

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Consultant fails to maintain the required insurance in full force and effect, the Consultant shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

THE CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OF THE CONSULTANT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS AGREEMENT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

B. Consultant’s Address. The Consultant’s address and numbers for the purposes of notice are:

Josh Peterman, PE, TE
Fehr & Peers
700 N. Pearl St Suite 930
Dallas, TX 75201
Telephone: 720-420-1204
Email: J.Peterman@fehrandpeers.com

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

Chris Mandrell
City of Lubbock P.0.
Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: 806-775-3435
Email: CMandrell@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Agreement, the City

will terminate the Agreement, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the Non-Appropriation Date.

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

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

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

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

S. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Chris Mandrell, General Manager - Citibus

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Firm

Fehr & Peers

By: [Firm Signature]

Email: j.peterman@fehrandpeers.com

City of Lubbock
RFQ 22-16563-KM
On-Call Planning Consultant Services for Citibus

A. BACKGROUND

The purpose of this RFQ is to establish contracts with multiple vendors for On-Call Planning Services for the various projects and services identified below. The City of Lubbock and Citibus are soliciting Request for Qualifications (RFQ) from firms that are qualified and interested in providing high quality Planning related consulting services for Citibus, the City of Lubbock's public transportation system, that may require resources exceeding Citibus' available staff and technical resources. It is the intent of this RFQ to provide Citibus with the capability and flexibility to supply the transportation system with highly skilled consultants that will be available to respond to requests for Planning Services in a timely manner, on an "as needed basis".

B. PROJECT SCOPE OF WORK

Citibus is seeking On-Call Planning Consultant(s) for each category of planning services outlined below. The Planning Consultant(s) will document their ability to incorporate and administer a full range of technical consultant services into their work as well as work with Citibus staff or other consultants on projects as needed. The successful firm(s) will need to be able to project and coordinate the following services:

- Short and Mid-term planning to update, modify, and create plans for near and midterm projects.
- Technology planning and development to incorporate data and information into existing system.
- Capital project planning to update and create financial plans for capital enhancement improvements including shelters, transit maintenance and operations facilities, vehicles, and other capital assets.
- Scheduling and run-cutting for existing and future services.
- Survey work and analysis such as on-board surveys, origin-destination analysis, customer satisfaction, and ridership data.
- Compliance Planning and analysis such as Title VI, Safety Management System, National Transit Database, Disadvantaged Business Enterprise and other Federal or State required reporting documents.
- Service costing and modeling including funding options, financial projections, prioritization of projects for the development of new or modified services.
- Service performance methodology to be available for analysis for various short and long-range planning applications.

- Transit Service planning for large-scale citywide efforts as well as smaller neighborhood-scale service improvements. This can include visioning, outreach, modeling, service planning, and implementation strategies.

- Paratransit/demand-response planning specializing in planning strategies for complementary paratransit service meeting ADA Federal and State mandates and for innovative service delivery methods including scheduling assistance.

- Funding sources which include investigating strategies to supplement local funding sources along with modeling the potential revenue.

- Safety and security planning to include the development of required safety planning documents.

- Procurement consulting assistance to ensure that the City and Citibus is complying with all rules and regulations.

- Policy development assistance for transit specific organizational policies.

- Grant application development for potential discretionary grant opportunities.

- Strategic planning including the development and facilitation of a strategic plan.

This is not an all-inclusive list and the consultant may be asked to work on other projects as needed.

On-Call Planning Contract

The agreement will be a task order contract with an obligation for service being based on the issuance of a specific Task Order(s). Citibus is not obligated for services until a Task Order is issued and executed. Citibus does not guarantee a minimum annual level of compensation to the awarded firm and there is no minimum or maximum number of Task Orders to be issued.

The On-Call Planning Contract will be a negotiated instrument and is an umbrella contract that does not designate specific projects or tasks of services. The contract establishes a relationship, specifying terms and conditions, as well as establishing negotiated hourly rates for different professional, technical and administrative classifications of personnel proposed to be available for performance of work.

The services may not be on a constant, continuous basis, but rather on an as-needed, on-call basis, during the term of the Contract. The Contractor will provide services pursuant to negotiated task order. Each task order may vary in its size and scope and may entail providing a single support staff perform for limited durations. Each work order will be issued on a fixed price basis.

The On-Call contract is NON-EXCLUSIVE. Citibus expressly reserves the right to contract with other consultants and contractors for performance of the services described in this RFQ. Citibus retains and does not vacate any discretionary rights or authority because of any On-Call Contract for specified services.

The contractor’s project manager will represent the contractor’s team and will be the primary contact

responsible for all transmittals and communications to Citibus' representative. Likewise, Citibus' representative will represent Citibus as the primary contact responsible for all transmittals and communications to the contractor.

The contractor will notify Citibus whenever there is a new sub-contractor added to the existing task order or to the contract, and submit their position loaded hourly rates. Prior approval from Citibus is required before the new sub-contractor can be added to the current contract or task order.

Qualifications

The activities envisioned will require transit planning experience. Experience in planning and project coordination with other transit providers is a desired element of this procurement.

Therefore, the RFQ submittal should provide evidence of a working knowledge and experience in coordinating planning activities, and technical studies. Many Citibus planning activities and products require coordination with and submission to the Federal Transit Administration (FTA), and contractor familiarity with FTA procedures and requirements is necessary. Vendors should submit a current portfolio of similar work and scope that match what is being proposed in the Scope of Services.

NO INDIVIDUAL OF ANY CITY DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THE REQUEST FOR QUALIFICATIONS.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

City of Lubbock
RFQ 22-16563-KM
On-Call Planning Consultant Services fo Citibus

Exhibit B

This is not an all-inclusive list and the consultant may be asked to work on other projects as needed.

	Billing Rates	$217	$235	$300	$255	$360	$205	$140	$195	$210	$133	
		Labor Estimates (Hrs)										
	Task Description	Vice President	Project Manager	Principal-in-Charge	GIS Specialist IV	Technical Advisor III	Planner III	Planner II	Senior Planner	Senior Advisor	Transit Financial Planner	Total Labour Hrs
1	Short and Mid-term planning to update, modify, and create plans for near and midterm projects.	2	20	6	8	2	16	32	24			110
2	Technology planning and development to incorporate data and information into existing system.		8	2		8	8	24	16	4		70
3	Capital project planning to update and create financial plans for capital enhancement improvements including shelters, transit maintenance and operations facilities, vehicles, and other capital assets.	2	8	2			16	16	24	8	48	124
4	Scheduling and run-cutting for existing and future services.		8	1	16		8	24		2		59
5	Survey work and analysis such as on-board surveys, origin-destination analysis, customer satisfaction, and ridership data.		4	1	24	2		40	16			87
6	Compliance Planning and analysis such as Title VI, Safety Management System, National Transit Database, Disadvantaged Business Enterprise and other Federal or State required reporting documents.	1	8	2		2	24	24	8			69
7	Service costing and modeling including funding options, financial projections, prioritization of projects for the development of new or modified services	1	8	2		2	12	16			24	65
8	Service performance methodology to be available for analysis for various short and long-range planning applications		8	1		1	2	20	12			44
9	Transit Service planning for large-scale citywide efforts as well as smaller neighborhood-scale service improvements. This can include visioning, outreach, modeling, service planning, and implementation strategies.	4	24	6	16	4	16	48	24	4		146
10	Paratransit/demand-response planning specializing in planning strategies for complementary paratransit service meeting ADA Federal and State mandates and for innovative service delivery methods including scheduling assistance.	2	16	2	12	1	16	32	8	2		91
11	Funding sources which include investigating strategies to supplement local funding sources along with modeling the potential revenue.	1	8	4		8	12	24	4	8	24	93
12	Safety and security planning to include the development of required safety planning documents.		4	1		1	4	16	16	2		44
13	Procurement consulting assistance to ensure that the City and Citibus is complying with all rules and regulations.	1	4	1			8	12	8			34
14	Policy development assistance for transit specific organizational policies.		8	1		4	12	8	8			41
15	Grant application development for potential discretionary grant opportunities.	1	8	1		2	8	16	4	2	2	44
16	Strategic planning including the development and facilitation of a strategic plan.	2	20	4		8	8	16	24	16		98

Exhibit B

t an all-inclusive list and the consultant may be asked to work

Billing Rates

	Fee Estimates ($)		
Task Description	**Labor**	**Estimated Expenses**	**Estimated Total**
Short and Mid-term planning to update, modify, and create plans for near and midterm projects.	22134	600	22734
Technology planning and development to incorporate data and information into existing system.	14320	200	14520
Capital project planning to update and create financial plans for capital enhancement improvements including shelters, transit maintenance and operations facilities, vehicles, and other capital assets.	21178	200	21378
Scheduling and run-cutting for existing and future services.	11680	200	11880
Survey work and analysis such as on-board surveys, origin-destination analysis, customer satisfaction, and ridership data.	16800	4000	20800
Compliance Planning and analysis such as Title VI, Safety Management System, National Transit Database, Disadvantaged Business Enterprise and other Federal or State required reporting documents.	13257	200	13457
Service costing and modeling including funding options, financial projections, prioritization of projects for the development of new or modified services	11309	400	11709
Service performance methodology to be available for analysis for various short and long-range planning applications	8090	100	8190
Transit Service planning for large-scale citywide efforts as well as smaller neighborhood-scale service improvements. This can include visioning, outreach, modeling, service planning, and implementation strategies.	29348	1200	30548
Paratransit/demand-response planning specializing in planning strategies for complementary paratransit service meeting ADA Federal and State mandates and for innovative service delivery methods including scheduling assistance.	17954	800	18754
Funding sources which include investigating strategies to supplement local funding sources along with modeling the potential revenue.	17649	200	17849
Safety and security planning to include the development of required safety planning documents.	8200	100	8300
Procurement consulting assistance to ensure that the City and Citibus is complying with all rules and regulations.	6337	100	6437
Policy development assistance for transit specific organizational policies.	8760	100	8860
Grant application development for potential discretionary grant opportunities.	8463	100	8563
Strategic planning including the development and facilitation of a strategic plan.	21134	800	21934

Purchasing and Contract Management
Project Summary

RFQ 22-16563-KM On-Call Planning Consultant Services for Citibus

Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire-hub.com from May 23, 2022 to June 27, 2022.
50 vendors took documents from Bonfire-hub.com
13 vendors were notified separately.
3 vendors submitted statements of qualification.

Information

Agenda Item

Resolution - Lubbock Fire Rescue: Consider a Resolution authorizing the Mayor to execute Contract 16822 with J. Rae Brockman for Mental Health Clinical Services.

Item Summary

This is a contract for a professional Crisis Intervention Specialist to aid in the provision of a comprehensive mental health and wellness program for Lubbock Fire Rescue personnel. The contract includes but is not limited to providing wellness support, guidance and counsel to active public safety personnel, group and individual counseling services, emergency on-scene counseling for those affected by critical incidents, and other assistance as defined in the scope of services. Administration of services shall be through J. Rae Brockman of "Wildflower Way" Lubbock, Texas, an independent contractor, in which cumulative total fees payable will not exceed $100,000 in a contract year.

Fiscal Impact

$100,000 is appropriated in the Lubbock Fire Rescue FY 2022-23 Budget.

Staff/Board Recommending

Anthony Fogerson, Fire Chief

Attachments

Resolution - Brockman
Contract - Brockman

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 Professional Services Agreement for crisis intervention, by and between the City of Lubbock and J. Rae Brockman d/b/a The Wildflower Way, LLC, 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:

_____
Shaun Fogerson, Fire Rescue Chief

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.PSA-Brockman
September 22, 2022

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") Contract 16822 is entered into this 27th day of September 2022, by and between the City of Lubbock (the "City"), a Texas home rule municipality, and J. Rae Brockman d/b/a The Wildflower Way, LLC ("Brockman"), a professional crisis intervention specialist.

WITNESSETH

WHEREAS, Brockman has substantial skill and experience in crisis intervention in connection with the City of Lubbock Fire Rescue, and public safety personnel, especially with respect to victim services, stress management, police negotiations, and SWAT team activity, and is imminently qualified to perform such activities (the "Activities");

WHEREAS, Brockman has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for a fair and reasonable price;

WHEREAS, the City desires to contract with Brockman to perform services related to the Activities, and Brockman desires to provide the services related to same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Brockman agree as follows:

ARTICLE I
Services

1.01 Brockman shall conduct all activities and within such time frames, as set forth on Exhibit "A," "Scope of Services," attached hereto (the "Services").

ARTICLE II
Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be on an hourly basis. Brockman shall invoice the City monthly as work is performed, and as further described on Exhibit "B," "Compensation to Brockman," attached hereto.

2.02 The contract shall be for a term of one (1) year said date beginning upon formal approval by both parties. This contract may be extended for four (4) additional one (1) year terms upon approval by both Brockman and the Chief of Police before the expiration of the prior term. This contract shall remain in effect until the expiration date, performance of service ordered, or termination by either party with a thirty (30) day written notice. In the event this Agreement is so terminated, the City shall pay Brockman only for services actually performed by Brockman up to and including the date that Brockman is deemed to have received the City's notice of termination.

ARTICLE III
Independent Contractor

3.01 It is understood that Brockman is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional crisis intervention specialist under similar circumstances, and Brockman hereby warrants to the City that the Services shall be so performed. Further, Brockman is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Brockman and Brockman's employees, if any, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules, or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

ARTICLE IV
Events of Default and Remedies

4.01 A. City's Defaults and Brockman's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Brockman to perform hereunder, Brockman may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to him by law, contract, equity, or otherwise.

B. Brockman's Default and City's Remedies. In the event Brockman shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Brockman, exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V
Insurance and Indemnity

5.01 Brockman shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

5.02 Brockman shall obtain and maintain in full force and effect during the term of this Agreement, professional liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policy will be written on an occurrence basis, subject to the following minimum limits of liability:

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.

Professional Liability Requirements: $1M occurrence/$2M aggregate

Automobile Liability Requirements: $1M/occurrence is needed

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

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

Brockman shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide thirty (30) days notice of cancellation.

If at any time during the life of the Agreement or any extension hereof, Brockman fails to maintain the required insurance in full force and effect, Brockman shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

BROCKMAN SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, AS A RESULT OF, RELATED TO OR ARISING FROM BROCKMAN'S USE OR OCCUPATION OF CITY OWNED LANDS, AND/OR ANY MATTER RELATED TO BROCKMAN'S ACTIVITIES, PERFORMANCES, OPERATIONS, OR OMISSIONS UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE VI
Miscellaneous

6.01 Brockman shall comply with all laws, statutes, regulations, ordinances, rules, and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.

6.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

Shaun Fogerson, Lubbock Fire Rescue Chief
1515 E Ursuline
Lubbock, Texas 79403
Phone: (806) 775-2630

With a copy to:

Lubbock City Attorney
P.O. Box 2000
Lubbock, Texas 79457

For Brockman:

J. Rae Brockman
5504 Wayne Ave., Suite 101
Lubbock, Texas 79414
Jrae.brockman@gmail.com
Phone: (806) 500-1345

6.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

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

6.05 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.

6.07 No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid

wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

6.08 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.

6.09 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.

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

6.11 This Agreement represents the entire and sole agreement between the City and Brockman with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

6.12 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal-agent relationship between Brockman and the City.

6.13 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

6.14 Any and all documents, drawings, and specifications prepared by Brockman as part of the Services hereunder, shall become the property of the City when Brockman has been compensated as set forth in Section 2.01, above.

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

6.16 Neither City nor Brockman may assign this Agreement, in whole or in part, without the written consent of such assignment by the non-assigning party. City and Brockman each bind itself or herself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

6.17 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Brockman.

6.18 Brockman represents and warrants to City that he has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Brockman to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Brockman hereto.

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

CITY OF LUBBOCK

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Shaun Fogerson, Fire Rescue Chief

APPROVED AS TO FORM:

_____
Jeffrey Hartsell, Assistant City Attorney

BY: _____
J. Rae Brockman

Exhibit "A"

Scope of Services

Brockman shall, as required by City, provide Administrative Services (as hereinafter defined), Mental Health Clinic Services (as hereinafter defined), and Other Services (as hereinafter defined) in connection with and related to the following:

Lubbock Police Department
Lubbock Fire Rescue

"Administrative Services" in this Agreement shall mean active participation in volunteer recruitment, staff and other meetings, programs, including but not limited to Critical Incident Stress Management Team, Peer Support, and Chaplaincy Program, and services, social functions, scheduling, coordinating, organizing, and participating in administrative activities, as directed, including, but not limited to, graduations, award ceremonies, retirement ceremonies, promotional activities, social, community, religious, and other functions, necessary and regularly performed in connection with the above named departments.

"Mental Health Clinical Services" in this Agreement shall mean leading a comprehensive wellness program, providing wellness support, in conjunction with guidance and counsel to active and retired personnel and their families, confidential group and individual counseling, emergency on-scene crisis counseling for victims, responders, personnel, and those affected by such incidents, negotiations between City and hostages or barricaded subjects, debriefing activities, provide assistance to fire personnel and/or families who are seriously injured, ill, or dealing with loss, assist in death notifications, provide casualty assistance, actively participate in programs including but not limited to Critical Incident Stress Management Team, Peer Support, and Chaplaincy Program, and provide training related to said Mental Health Clinical Services, as directed.

Exhibit "B"

Compensation to Brockman

The following hourly rates shall apply to services rendered and invoiced by Brockman pursuant to this Agreement. In no case shall the cumulative total fees payable in the Initial Term of this Agreement total more than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in a contract year.

Rates:

Administrative Services:	$65.00 per hour
Mental Health Clinical Services	$125.00 per hour

AI# 11041
Regular City Council Meeting
09/27/2022:

5. 15.

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding by and between the City of Lubbock, the Lubbock Mayor's Fitness Council, and United Supermarkets, to provide certain in-kind services in support of the Lubbock Mayor's Marathon, Half, Relay, and 5K, to provide recreational activity and promote physical fitness awareness for the residents of Lubbock and the surrounding area.

Item Summary

The Lubbock Mayor's Fitness Council (LMFC) aims to build a healthier Lubbock community by showcasing local events, promoting healthy eating, and active living. The LMFC has established the Mayor's Marathon as their signature event that promotes and unifies Lubbock's health and wellness organizations. The LMFC has previously held its marquee event, the Mayor's Marathon, in 2018, 2019, 2021, and 2022. For each of these events, United Supermarkets has been the title sponsor, and the City of Lubbock has provided immense support facilitated through the Emergency Management Department.

As a condition of entering into a 3-year title sponsorship with United Supermarkets, all parties are agreeing to continue their commitments and responsibilities through this Memorandum of Understanding, effective for the 2023 event.The City of Lubbock will continue to work with LMFC to ensure a safe and successful event. The City will provide the necessary resources including; officers and collaboration with all necessary departments (Parks and Recreation, LFR, EMS, LPD, Emergency Management, Streets, etc.). City staff salaries are allocated in the annual operating budget. Event expenses vary from year to year, pending the staff that provide the services.

Fiscal Impact

Fiscal impact to the City is included in annual departmental operating budgets.

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution
Memorandum of Understanding

RESOLUTION

WHEREAS, the City of Lubbock, the Lubbock Mayor's Fitness Council, and United Supermarkets (the "Parties") have organized and supported an event, namely the Lubbock Mayor's Marathon, Half, Relay & 5K (the "Event") to provide a recreational activity and further to promote physical fitness awareness for the residents of Lubbock and the surrounding area; and

WHEREAS, each of the Parties has assumed certain responsibilities in connection with the Event as set forth in a certain "Memorandum of Understanding" attached hereto as Exhibit "A", and further desires to continue to undertake said activities for a term expressed therein; and

WHEREAS, the City Council of the City of Lubbock, in the interest of the health, safety, and welfare of the residents of the City of Lubbock and the Event participants, and in enthusiastic support of the Event, desires to provide certain resources from City departments to include Lubbock Fire Rescue, Lubbock Police, Parks and Recreation, Emergency Management, and other City resources in support of the Event.

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

THAT the Mayor of the City of Lubbock is authorized and directed to execute the attached Memorandum of Understanding by and between the City of Lubbock, the Lubbock Mayor's Fitness Council, and United Supermarkets, pursuant to which the City of Lubbock would provide certain in-kind services in support of the Lubbock Mayor's Marathon, Half, Relay & 5K as set forth therein, as well as any other necessary documents in furtherance of the Event.

Passed by the Lubbock City Council on this, the _____ day of September, 2022.

TRAY PAYNE, MAYOR

ATTEST:

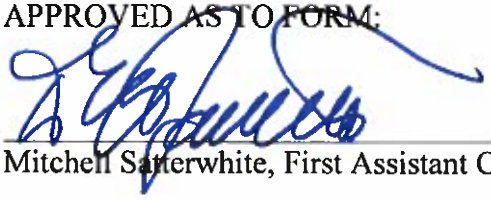
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT
A

Memorandum of Understanding

August 18, 2022

Parties to the understanding

Event Organizer: Lubbock Mayor's Fitness Council

Title Sponsor: United Supermarkets

Event Co-Organizer: City of Lubbock

Period of understanding: September 1, 2022 – April 30, 2025

Event: Lubbock Mayor's Marathon, Half, Relay & 5K

Background:

The Lubbock Mayor's Marathon – a registered 501(c)(3) has previously held its marquee event in 2018, 2019, and 2021. For each of those three years United Supermarkets has been the title sponsor and the City of Lubbock has provided immense support facilitated through the Emergency Management department. As a condition to entering in to a three-year title sponsorship with United Supermarkets effective for the 2023 event, all parties are agreeing to continuing the commitments and responsibilities.

Lubbock Mayor's Fitness Council:

As the organizer, LMFC is responsible for the execution of the event. At least one delegated member of the organization will serve as the primary contact to the City of Lubbock and attend all meetings.

United Supermarkets:

Committing to providing the resources and support as listed in the title sponsorship agreement.

City of Lubbock:

Committing to continue working with LMFC to ensure a safe and successful event. Agrees to provide the necessary resources including: officers, collaboration with all involved departments (Parks & Rec, Fire, EMS, Police, Emergency Management, etc.).

PROVISIONS

FORCE MAJEURE
Any delays in or failure of performance of either party shall not constitute default or give rise to any claim for damages if and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, boycotts, picketing, labor disturbances or differences with workers, acts of the public enemy, war, rebellion, riots, acts of the government (federal, state, or municipal), or any cause whatsoever beyond the control of the party in default, but performance hereunder may be resumed with all dispatch as soon as the cause preventing performance has been removed.

INDEMNIFICATION
The parties agree not to claim against each other for losses arising from this MOU, including claims arising from subcontractors hired as staff for the premises, except to the extent that any such claim, suit, loss, damage, cost, fee, or expense is attributable to any negligence of the other party. The only remedies available for unresolved conflicts about this MOU shall be those informal means as identified in **CONFLICT RESOLUTION.**.

CONFLICT RESOLUTION
In the event that any dispute relating to this MOU cannot be resolved by settlement between the parties, the parties shall attempt to resolve all disputes through informal means. This may include mediation, arbitration, or any other procedures upon which the parties agree.

ENTIRETY OF UNDERSTANDING
This MOU contains the final and entire understanding between the parties, and all future projects or agreements shall be in a separate writing based upon mutual agreement of the parties, and neither the parties nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, either oral or written, not herein contained.

[END OF PROVISIONS]

Authorizing signatures

LMFC _____ Date: 9/19/22

United Nancy Shaw _____ Date: 9/21/2022

City of Lubbock _____ Date: 9/19/2022

_____

Lubbock Mayor's Fitness Council

Information

Agenda Item

Ordinance 1st Reading - City Manager: Consider an ordinance adding Section 22.01.004 of the Code of Ordinances of the City of Lubbock, related to over or under billing for utility services, other than electric or gas utilities; and adding Section 22.01.005 related to the proration of bills.

Item Summary

City of Lubbock staff has been working with LP&L staff to align utility billing practices to provide an improved customer service experience. The proposed ordinance will add Section 22.01.004 to the Code of Ordinances which will address over and under billing procedures. If amounts billed for city utilities are different from the City's approved rates, a billing adjustment may be calculated by the City when a bill is over or under as follows:

1. Over Billing. If the customer was over billed, an adjustment may be made for the entire period of over billings up to six (6) months preceding the discovery of the billing error.

2. Under Billing. If the customer was under billed, the City may bill the customer for the under billed amount. The back billing will not exceed a period of six (6) months preceding the discovery unless such billing is a result of meter tampering, bypass, unauthorized use of services, or theft of services.

The proposed ordinance also adds Section 22.01.005 to the Code of Ordinances which will address the proration of bills. This ordinance will authorize the City Manager to adopt policies and procedures to prorate monthly fees for city utilities.

Overall, this ordinance will allow the City of Lubbock to align billing practices related to over and under billing, as well as proration of monthly fees with LP&L, therefore providing an improved customer service experience.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Ordinance

ORDINANCE NO._____

AN ORDINANCE ADDING SECTION 22.01.004 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK RELATED TO OVER OR UNDER BILLING FOR UTILITY SERVICES, OTHER THAN ELECTRIC OR GAS UTILITIES; ADDING SECTION 22.01.005 RELATED TO THE PRORATION OF BILLS; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to amend the Code of Ordinances related to the over or under billing for utility services, other than electric or gas utilities and related to the proration of bills; NOW THEREFORE:

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

SECTION 1. That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a section, to be numbered 22.01.004, which said section reads as follows:

Sec. 22.01.004 Over Billing or Under Billing.

If amounts billed for utility services, other than electric or gas utilities, are different than the City's approved rates, or if the City fails to bill the customer for services, a billing adjustment may be calculated by the City when such over or under billing is discovered by the City in the following manner:

(1) Over Billing. If the customer was over billed, an adjustment may be made for the over billings up to six (6) months preceding the discovery of the billing error.

(2) Under Billing. If the customer was under billed, the City may bill the customer for the under billed amount. The back billing will not exceed a period of six (6) months preceding the discovery unless such billing is a result of meter tampering, bypass, unauthorized use of services, or theft of services.

SECTION 2. That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a section, to be numbered 22.01.005, which said section reads as follows:

Sec. 22.01.005 Prorating Bills.

Utility services, other than electric or gas utilities, may prorate monthly fees according to policies and procedures adopted by the City Manager.

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

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

AND IT IS SO ORDERED.

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

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

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution approving and establishing the procedures and criteria for designating the Provider of Last Resort, Voluntary Retail Electric Providers, and Default Retail Electric Providers, upon the initiation of retail competition in Lubbock Power & Light's certificated area, and authorizing the initiation of the process.

Item Summary

In February of 2022, the Electric Utility Board of the City of Lubbock and the City Council of the City of Lubbock, at their respective meetings, adopted irrevocable resolutions to participate in customer choice for the customers of LP&L. This set LP&L on the path to bring competition back to its customers, which is expected to culminate in October of 2023.

One of the specified conditions of the resolutions required that the "Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort (POLR) for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053." Failure to select a POLR may deter or delay LP&L's ability to enter the retail market.

During the summer of 2023, customers will have to choose who they would like to provide their electric service. For those customers who do not select a Retail Electric Provider (REP), they will be randomly assigned to a Default Retail Electric Provider (DREP) to ensure continuity of service. A customer assigned to a Default REP will be provided a market-based, month-to-month product and will be able to select a REP and switch away from the Default REP without penalty.

After market competition has been implemented in Lubbock, the POLR and Voluntary Retail Electric Providers (VREP) provide a safety net to customers when a customer's chosen REP cannot continue to serve their customers or when a customer requests POLR service.

The VREPs are the first line to offer service. They volunteer to take on a specified number of customers, at a competitive rate and under no contract, to ensure continuity of service.

The POLR is the "last resort" to ensure customers do not go without electric service. They will stand in and take on all customers whose chosen REP cannot continue to serve its customers.

When a POLR event occurs and there are no VREPs available, the customers will be transitioned to the POLR at the established POLR rate and no contract obligations to the customer.

Fiscal Impact

No fiscal impact can be expected with selection of POLR, VREP, or DREP.

Staff/Board Recommending

Joel Ivy, Director of Electric Utilities
Electric Utility Board

Attachments

Council Resolution - Provider of Last Resort
Criteria - POLR, VREP, Default REP
LPL Resolution - Provider of Last Resort

RESOLUTION

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

WHEREAS, pursuant to Texas Utilities Code Chapter 40, the Electric Utility Board of the City of Lubbock, on or about February 15, 2022, by Resolution No. EUB2022-R010, adopted an irrevocable resolution for LP&L to participate in customer choice, upon the occurrence of specified conditions outlined therein;

WHEREAS, pursuant to Texas Utilities Code Chapter 40, the City Council of the City of Lubbock, on or about February 22, 2022, by Resolution No. EUB2022-R0108, adopted an irrevocable resolution for LP&L to participate in customer choice, upon the occurrence of specified conditions outlined therein;

WHEREAS, pursuant to the resolutions described above, one of the specified conditions required that the "Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053";

WHEREAS, under Texas Utilities Code Chapter 40, "the governing body of a municipally owned utility may establish the procedures and criteria for designating the provider of last resort";

WHEREAS, in the competitive retail market, there are Voluntary Retail Electric Providers, which provide a safety net for customers whose chosen Retail Electric Provider (REP) is unable to continue service, in addition to the Provider of Last Resort;

WHEREAS, the City Council of the City of Lubbock desires to establish Default REPs, who will serve customers who have not selected a REP by the date of the initiation of customer choice in LP&L's certificated area;

WHEREAS, pursuant to the resolutions described above and applicable law, the City Council of the City of Lubbock hereby desires to establish the procedures and criteria for designating the Provider of Last Resort for purposes of opting into retail competition, and further desires to establish the procedures and criteria for designating Voluntary REPs and Default REPs; NOW, THEREFORE:

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

THAT the City Council of the City of Lubbock hereby approves the procedures and criteria attached to this resolution as the procedures and criteria for designating the Provider of Last Resort, Voluntary Retail Electric Providers, and Default REPs.

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

THAT the City Council of the City of Lubbock hereby authorizes, directs, and instructs the Purchasing Manager, or his designee, to initiate the process authorized herein for the designation of the Provider of Last Resort, Voluntary REPs, and Default REPs.

Passed by the City Council of the City of Lubbock this 27th day of September 2022.

_____
Tray Payne, Mayor

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:

_____
Jenny Smith, LP&L General Counsel

Lubbock Power & Light's Criteria for Selecting POLR, VREP, and Default REP

Definitions and Intended Use

LP&L intends to generally follow PUC guidelines for the designation of Provider of Last Resort (POLR) and for designating Voluntary (VREP) POLR, to the extent they are instructive for LP&L's process.[1] Under the PUC's criteria, the POLRs and VREPs provide a safety net for customers whose chosen Retail Electric Provider (REP) is unable to continue service or when a customer requests POLR service. These designations are for customers in the LP&L MOU service area and under the regulatory jurisdiction of the Lubbock City Council and Electric Utility Board, or as may be delegated in the future to the extent allowed by applicable law. LP&L will utilize the stated criteria contained herein to select POLR/VREPs for the service area of LP&L. A customer assigned to a VREP will be provided a market based, month-to-month product and will be able to select a REP and switch away from the VREP without penalty.

Due to the transition of LP&L from a vertically integrated non-opt in MOU to an MOU operating as a transmission service provider and distribution service provider only in the retail market, LP&L will not be capable of providing POLR/VREP or Retail Electric Provider (REP) services. Consequently, a failure of LP&L to procure POLR/VREP service may deter or delay LP&L's ability to enter the retail market in accordance with Texas Utilities Code § 40.053.

LP&L is further defining a Default REP (DREP) as a Large Service Provider who is capable of accepting a large number of customer accounts due to a non-POLR event. A potential non-POLR event transition of customer accounts will only apply to those accounts without a designated, or chosen REP, by the time the transition to the retail market is complete. LP&L will utilize the stated criteria contained herein to select DREPs for the service area of LP&L. A DREP may also serve as POLR/VREP as the distinction of DREP is to be used only for the initial move to market and for no other continued purpose. A customer assigned to a Default REP will be provided a market based, month-to-month product and will be able to select a REP and switch away from the Default REP without penalty

All qualified REPs, regardless of POLR/VREP/DREP status shall have equal opportunity to compete for customers in the LP&L service area. An open customer sign-up period is anticipated to begin in the summer of 2023, prior to the initial move to market.

---

[1] As a municipally owned utility, the POLR provisions in the PUC rules are not applicable to LP&L and its certificated area. 16 Tex. Admin. Code § 25.43(b)("The provisions of this section relating to the selection of REPs providing POLR service apply to all REPs that are serving retail customers in transmission and distribution utility (TDU) service areas. This section does not apply when an electric cooperative or a municipally owned utility (MOU) designates a POLR provider for its certificated service area.").

Evaluation Criteria

POLR Criteria
Responses on the questionnaire
Ranking of market share in ERCOT on a list provided to LP&L by ERCOT from 366 days ago
Product offerings specifically designed for low income customers
Community involvement in cities you currently serve

VREP Criteria
Responses on the questionnaire
Ranking of market share in ERCOT on a list provided to LP&L by ERCOT from 366 days ago
Product offerings specifically designed for low income customers
Community involvement in cities you currently serve

DREP Criteria
Responses on the questionnaire
Ranking of market share in ERCOT on a list provided to LP&L by ERCOT from 366 days ago
Product offerings specifically designed for low income customers
Community involvement in cities you currently serve
Willingness to serve as POLR/VREP

Questionnaire

1. REP is Certificated by the Public Utility Commission of Texas ("PUC") under PUC Rule 25.107
2. There is no proceeding to revoke or suspend the REP's certificate pursuant to Rule 25.107, and the REP's certificate has not otherwise been suspended or revoked
3. REP has served customers in Texas for at least 18 months
4. REP serves the applicable customer class
5. REP agrees to execute Appendix A to LP&L's Competitive Access Tariff under PUC Rule 25.215, and Appendix V to the Substantive Rules
6. REP meets the minimum financial, technical, and managerial qualifications established by the PUC under Rule 25.107
7. REP satisfies POLR requirements established during the term proposed in the RFP
8. REP has been designated as a POLR by the PUC in the last five years (and number of times so designated)
9. REP has been designated as an LSP (Large Service Provider) by the PUC in the last five years (and the number of times so designated)
10. Number of ESI IDs REP may accept from LP&L's service territory per customer class in addition to current customers served
11. A summary of any additional benefits that may be available to LP&L's ratepayers, the City of Lubbock, and its citizens in connection with selecting the REP to provide POLR services
12. A summary of the REP's current and historic provision of POLR services and other retail services in other areas of Texas, including the REP's approximate number of current retail customers and historic rates for each class of service
13. Summary of how the REP works with low-income customers and products specifically intended for that group of citizens
14. Proposed POLR rate or rate formula for the Lubbock service territory

Additional questions for VREP

1. Customer classes the REP is willing to serve in LP&L's certificated area
2. Number of ESI IDs the REP is willing to serve by customer class in LP&L's certificated area in a transition event
3. Number of times REP has reduced its number of ESI IDs willing to be served by the REP in the last five years with explanation regarding same

Additional questions for Default REP

1. Customer classes the REP is willing to serve in LP&L's certificated area
2. Number of ESI IDs the REP is willing to serve by customer class in LP&L's certificated area during the initial transition event
3. Number of times REP has reduced its number of ESI IDs willing to be served by the REP in the last five years with explanation regarding same

Process

LP&L Staff will present criteria and process for selection of Provider of Last Resort to the Lubbock Electric Utility Board (EUB) and Lubbock City Council during their respective meetings in September of 2022.

On or about October 1, 2022 - LP&L will send out a Request for Proposal (RFP) to solicit Retail Electric Providers willing to serve as Provider of Last Resort (POLR), Volunteer Retail Electric Provider (VREP), and Default Retail Electric Provider (DREP) for LP&L's certificated service territory. The RFP will be sent out to the public for 45 days.

The RFP will be distributed to the market by several means, including but not limited to the following:

- ERCOT RMS Members
- REP Contact List from ERCOT and/or PUCT located here: https://www.puc.texas.gov/industry/electric/directories/rep/alpha_rep.aspx
- Lubbock Power & Light website

Once the submissions are received, LP&L expects to take approximately 30 days (up to 60 days) for evaluation and negotiation. Submissions will be evaluated by two LP&L staff representatives, one City of Lubbock (non-LPL&L) staff representative, and one third party representative.

The selection committee will select 1 POLR and up to 14 additional VREPs to serve Lubbock customers for a two-year period. The number of DREPs will be decided by the selection committee based on the scoring criteria, including the responses to the questionnaire.

LP&L expects to make recommendations to the Electric Utility Board (EUB) and expects designation by Lubbock City Council Q1 of 2023.

RESOLUTION

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

WHEREAS, pursuant to Texas Utilities Code Chapter 40, the Electric Utility Board of the City of Lubbock, on or about February 15, 2022, by Resolution No. EUB2022-R010, adopted an irrevocable resolution for LP&L to participate in customer choice, upon the occurrence of specified conditions outlined therein;

WHEREAS, pursuant to Texas Utilities Code Chapter 40, the City Council of the City of Lubbock, on or about February 22, 2022, by Resolution No. EUB2022-R0108, adopted an irrevocable resolution for LP&L to participate in customer choice, upon the occurrence of specified conditions outlined therein;

WHEREAS, pursuant to the resolutions described above, one of the specified conditions required that the "Electric Utility Board and the City Council of the City of Lubbock have established the procedures and criteria, if desired, for selecting the Provider of Last Resort ("POLR") for customers within LP&L's certificated service area as of the date of the initiation of customer choice, and have ultimately designated another entity that will serve as the POLR pursuant to Texas Utilities Code § 40.053";

WHEREAS, under Texas Utilities Code Chapter 40, "the governing body of a municipally owned utility may establish the procedures and criteria for designating the provider of last resort";

WHEREAS, in the competitive retail market, there are Voluntary Retail Electric Providers, which provide a safety net for customers whose chosen Retail Electric Provider (REP) is unable to continue service, in addition to the Provider of Last Resort;

WHEREAS, the Electric Utility Board desires to establish Default REPs, who will serve customers who have not selected a REP by the date of the initiation of customer choice in LP&L's certificated area;

WHEREAS, pursuant to the resolutions described above and applicable law, the Electric Utility Board of the City of Lubbock hereby desires to establish the procedures and criteria for designating the Provider of Last Resort for purposes of opting into retail competition, and further desires to establish the procedures and criteria for designating Voluntary REPs and Default REPs; NOW, THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the procedures and criteria attached to this resolution as the procedures and criteria for designating the Provider of Last Resort, Voluntary Retail Electric Providers, and Default REPs.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby authorizes, directs, and instructs the Purchasing Manager, or his designee, to initiate the process authorized herein for the designation of the Provider of Last Resort, Voluntary REPs, and Default REPs.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby recommends that the City Council of the City of Lubbock approve the attached procedures and criteria for designating the Provider of Last Resort, Voluntary REPs, and Default REPs.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this resolution shall be null and void if the City Council of the City of Lubbock does not approve a resolution approving the attached procedures and criteria for designating the Provider of Last Resort, Voluntary REPs, and Default REPs within thirty (30) days of this resolution.

Passed by the Electric Utility Board this 20th day of September, 2022.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

Joel Ivy, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, LP&L General Counsel

AI# 10992
Regular City Council Meeting 6. 1.
09/27/2022:

Information

Agenda Item

Public Hearing - Police Department: Conduct the second of two public hearings to receive comments on the Juvenile Curfew Ordinance, and consider a resolution to find that the City of Lubbock Juvenile Curfew Ordinance shall be abolished, continued or modified.

Item Summary

Texas Local Government Code - Section 370.002 requires:

"(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioner's court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the Commissioner's court of the county shall:

(1) Review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
(2) Conduct public hearings on the need to continue the ordinance or order; and
(3) Abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire."

The Juvenile Curfew ordinance is a valuable tool for reducing school truancy and criminal activity. The ordinance is enforced by the LPD as well as the LISD Police Department. The ordinance increases citizen awareness of juvenile offenses and the need to monitor juvenile offender activities through aggressive intervention and enforcement.

A review of the ordinance and enforcement effectiveness, for January 1, 2019, through June 30, 2022, indicates the LISD Police Department issued 180 Juvenile Curfew citations and the Lubbock Police Department issued 198 Juvenile Curfew citations for a combined total of 378 citations. According to Lubbock Municipal Court, the fine for a Juvenile Curfew Violation is $146. The 378 citations issued is a prime indicator of the impact this ordinance can have on our reported crime. The ability of both agencies to prevent juvenile related crime is greatly enhanced by the remedy the ordinance provides an officer when dealing with juvenile offenders.

The chart below lists juvenile arrests made by the Lubbock Police Department for juveniles sixteen (16) years of age and under for crimes that occurred during nighttime curfew hours on Thursdays, Fridays, and Saturdays, from January 1, 2019, through June 30, 2022. It should be noted that not every juvenile arrested received a curfew citation.

All Charges Against Juvenile During Nighttime Curfew Hours January 2019 through June 30, 2022				
Charge	**2019**	**2020**	**2021**	**2022**
RUNAWAY	23	17	33	10
EVADING ARREST OR DETENTION	12	10	9	6
ASSAULT	7	12	7	4
POSSESSION OF MARIHUANA	7	9	3	2
UNAUTHORIZED USE OF A VEHICLE	6		6	3
BURGLARY OF A VEHICLE	3	3	4	2
CRIMINAL MISCHIEF	4	4	2	
THEFT	2	4	2	2
ENGAGING IN ORGANIZED CRIMINAL ACTIVITY	2	5	2	
POSSESSION OR DELIVERY OF PARAPHERNALIA	3	3	3	
AGGRAVATED ASSAULT		6	2	
RESISTING ARREST SEARCH OR TRANSPORT	2	3	2	
UNLAWFUL CARRYING WEAPONS	1	2	3	1
FAILURE TO IDENTIFY	2	1		3
MISDEMEANOR WARRANT	2	3		1
CONSUMPTION OF ALCOHOL BY MINOR	2	3		
SALE/DISTRIBUTE OR DISPLAY TO MINOR	5			
DISCHARGE OF FIREARM CERTAIN MUNICIPALITY	4			
BURGLARY		2	1	
CRIMINAL TRESPASS			3	
OBSTRUCTION OR RETALIATION	1	1		1
POSSESSION PENALTY GROUP 2	2	1		
CREDIT CARD OR DEBIT CARD ABUSE	1		1	
DIRECTIVE TO APPREHEND	1	1		
FAIL TO LEAVE INFORMATION ATTENDED VEHICLE	1	1		
FAIL TO LEAVE INFORMATION FIXED OBJECT			2	
HARASSMENT BY PERSONS IN CORRECTION FCLTY		1	1	
POSSESSION OF TOBACCO BY MINOR			2	
AGGRAVATED ROBBERY		1		
AGGRAVATED SEXUAL ASSAULT			1	
DISORDERLY CONDUCT		1		
DUI OF ALCOHOL BY MINOR		1		
ELUDING				1
FAIL TO LEAVE INFORMATION UNATTENDED VEH		1		
FAILURE TO REPORT ACCIDENT		1		
INDECENCY WITH A CHILD			1	
INTERFERENCE WITH PUBLIC DUTIES			1	
PLACES WEAPONS PROHIBITED				1
POSS TOBACCO/MINOR		1		
PUBLIC INTOXICATION	1			
ROBBERY	1			
TAMPERING WITH GOVERNMENTAL RECORD		1		
TERRORISTIC THREAT			1	
UNLAWFUL RESTRAINT	1			
TOTAL	**96**	**99**	**92**	**37**

The above data demonstrates that this ordinance and its enforcement are needed in the City of Lubbock to enhance the Lubbock Police Department's ability to investigate and proactively address juvenile crime.

In addition, this ordinance compels parental accountability for their children’s actions through mandated court appearances and court ordered community service. Most violators are required to pay court fees and perform community service assigned by the Municipal Court Juvenile Judge. With this ordinance in place, Municipal Court will continue to have leverage on parental accountability through a fine structure for offenders failing to complete the mandated service hours or for habitually violating the ordinance.

Fiscal Impact

None

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution
Article 14.03
Title 11.Public Safety

RESOLUTION

WHEREAS, Section 370.002 of the Texas Local Government Code and Section 14.03.038 of the Lubbock Code of Ordinances requires the City of Lubbock to review its juvenile curfew ordinance every third year prior to October 30, the day of initial passage of such ordinance; and

WHEREAS, the City Council is required to review the ordinance's effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the ordinance, and either abolish, take action to continue, or modify the ordinance as it sees fit; NOW THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock, having reviewed the City's juvenile curfew ordinance and program, and having conducted public hearings as required by Section 370.002 of the Texas Local Government Code and Section 14.03.038 of the Lubbock Code of Ordinances, finds that the City of Lubbock Juvenile Curfew Ordinance shall be [ ] abolished [ ] continued [ ] modified. (Check only one.)

SECTION 2. THAT the Police Chief is hereby authorized and directed to take whatever actions are necessary to comply with the City Council's decision expressed herein with regard to the City of Lubbock's juvenile curfew ordinance and program.

First public hearing conducted on: _____, 2022.

Second public hearing conducted on: _____, 2022.

Passed by the City Council on _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Neal Barron
for Floyd Mitchell
_____
Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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Article 14.03 Minors

Division 2. Curfew

Sec. 14.03.031 Established

(a) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 11:00p.m. and 6:00 a.m. of the following day, official city time, except that on Fridays and Saturdays and nights next preceding school holidays (not including summer vacation) the hours shall be from 12:00 midnight to 6:00 a.m.

(b) It shall be unlawful for any person aged six (6) to sixteen (16) years of age, inclusive, to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 9:00 a.m. and 2:30 p.m. on a school day.

(1983 Code, sec, 18-47; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.032 Exceptions

(a) Numerous exceptions will be provided in this section to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation. In the following exceptional cases a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this division. This section is intended as a clear general guide for juveniles, their parents and enforcement officials:

    (1) When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.

    (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom or speech and the rights of assembly whether parade or demonstration, has been permitted by the city pursuant to article 20.10 of this code, or other bona fide religious, social or school activities involving the right to assemble.

    (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult, including travel to and from such location by a direct route.

    (4) When the juvenile is on the sidewalk at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbor does not object to such presence.

    (5) When the juvenile is engaged in employment activities, such as, but not restricted to, newspaper delivery.

(b) All of the above cited exceptions to this division include travel to and from such activity by a direct route, and this division is in no way to be construed as a limitation upon normal travel by a juvenile engaged in interstate movement.

(c) Each of the foregoing exceptions is severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of

student government associations, school personnel, citizens, neighborhood spokesmen, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.

(d) With respect to section 14.03.031(b) of this division, it shall be an exception that the offense occurred during a scheduled school vacation or holiday observed by the school in which the juvenile is enrolled, or that the juvenile has graduated from high school or received a high school equivalency certificate; or that the juvenile has been emancipated by law; or that the juvenile has permission to be absent from school or to be in a public place from a school official, which in the case of a child being educated in a home school includes [a Parent.]

(1983 Code, sec. 18-48, Ordinance 2004, 00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec, 1, adopted 8/23/2012)

Sec. 14.03.033 Parental responsibility

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place or to be or remain in any establishment other than for excepted activities during the curfew hours established by this division. The term "knowingly" includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent's custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of the juvenile's whereabouts during the hours of curfew established by this division. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility.

(1983 Code, sec. 18-49; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.034 Establishment owner's responsibility

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this division beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that a juvenile made a purchase, if the juvenile did not immediately make such purchase upon arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the Lubbock Police Department that juveniles present on the premises after hours have refused to depart.

(1983 Code, sec. 18-50; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.035 Police procedures

(a) A city police officer, upon finding or having his or her attention call to any juvenile in or on a public place or in or on the premises of a business establishment in prima facie violation of this division, may take the juvenile into custody. Such juvenile may be transported to a juvenile curfew processing office designated by the police chief. Upon arrival at the juvenile curfew processing office, a parent, legal guardian or other responsible adult shall be immediately notified to pick up such juvenile at the juvenile curfew processing office. A police officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian or other responsible adult under circumstances deemed appropriate by the officer. A police officer also may issue a warning notice to the juvenile in accordance with section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under sections 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the Family Code pertaining to such conduct, and juveniles in prima facie violation of such provisions may not be taken to the city's curfew processing facility.

(b) Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstances of such activity by the juvenile. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgement in determining age. Police procedures shall be constanly refined in the light of experience, and changes herein may e made on the basis of such experience.

(c) In any event, a police officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.

(d) When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriate authorities. However, the police department shall have the discretion to refuse to release a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e) A juvenile may not be held at the juvenile curfew processing office for more than six (6) hours. During such time, the following procedures shall be observed:

    (1) The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area;

    (2) The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;

(3) The juvnile may not be held longer than necessary to accomplish the purpose of identification, investigation, processing, release to parents, guardians or custodians and arrangement of transportation to school or court;
(4) The office may not be designated or intended for residential purposes; and
(5) The juvenile must be under continuous visual supervision by a peace officer or other person during the time the juvenile is in the juvenile curfew processing office.

(1983 Code, sec. 18-51; Ordinance 2004-00114, sec, 1, adopted 10/11/2004; Ordinance 2012-00084, sec, 1, adopted 8/23/2012)

Sec. 14.03.036 Penalties

Prevailing community standards as reflected by this division require the availability of criminal penalties in order for this division to be viable instrument for the maintenance of such standards. Consequently, violation of this division by a juvenile, parent or business establishment owner or operator, shall be deemed a misdemeanor punishable in accordance with section 1.01.004 of this code,

(1983 Code, sec. 18-52; Ordinance 2004-00114, sec, 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.037 Severability

Severability is intended throughout and within this division. If any provision, including any section, paragraph, sentence, clause, phrase or word or the application thereof to any person or circumstance is held invalid, the application to other persons or under other circumstances shall not be affected thereby and the validity of the division in any and all other respects shall not be affected thereby. It is intended that this division be held inapplicable in any case if such exists, where its application would be unconstitutional. A constitutional construction hereof is intended and shall be given. There is no intent herein to violate either the Texas Constitution or the Constitution of the United States of America.

(1983 Code, sec. 18-53; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

Sec. 14.03.038 Continuing evaluation

Ordinance 2004-00114, which is codified as this division, shall be reviewed every third year prior to October 30 of such year as required by section 370.002 of the Local Government Code. The first review shall be conducted no later than October 30, 2007, and every third year thereafter. Such review shall be conducted following a public hearing upon the need to continue this division, and the city council shall have the option to continue, abolish or modify this division based upon their review of this division's effects on the community and on the problems this division is intended to remedy.

(1983 Code, sec. 18-54; Ordinance 2004-00114, sec. 1, adopted 10/11/2004; Ordinance 2012-00084, sec. 1, adopted 8/23/2012)

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL AND COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE.

(a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

(1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
(2) conduct public hearings on the need to continue the ordinance or order; and
(3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a) (1)-(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31, 1995.

Sec. 370.003. MUNICIPAL OR COUNTY POLICY REGARDING ENFORCEMENT OF DRUG LAWS. The governing body of a municipality, the commissioners court of a county, or a sheriff, municipal police department, municipal attorney, county attorney, district attorney, or criminal district attorney may not adopt a policy under which the entity will not fully enforce laws relating to drugs, including chapters 481 and 483, Health and Safety code, and federal law.

Added by Acts 1997, 75th Leg., ch. 971, Sec. 1, eff. Sept. 1, 1997.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 809-A, a request of AMD Engineering, LLC for Shanghai Development Company, LLC, for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 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 approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 809-A
Staff Report 809-A
Documentation 809-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. 809-A; A ZONING CHANGE FROM R-1 TO C-3 AND R-1A ZONING DISTRICT GENERALLY LOCATED NORTH OF DRAKE STREET AND EAST OF UNIVERSITY AVENUE, ON 64.03 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 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 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. 809-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 **R-1** to **C-3 and R-1A** zoning district **generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11,** 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
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC809-A
September 1, 2022

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK A,
LUBBOCK COUNTY, TEXAS
PREPARED FOR C-3 PORTION OF THIS ZONING REQUEST

(Sheet 1 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 7.61-acre tract of land located in Section 11, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the southeast corner of said 7.61-acre tract, whence the southeast corner of the northwest quarter of Section 11, Block A, bears S 83° 41' 14" E, a distance of 2356.15 feet;

THENCE N 88° 11' 26" W an approximate distance of 282.33 feet;

THENCE N 00° 49' 12" E an approximate distance of 1134.47 feet;

THENCE S 88° 11' 26" E an approximate distance of 301.92 feet;

THENCE S 01° 48' 34" W an approximate distance of 1134.30 feet to the Point of Beginning and containing approximately 7.61 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Shanghai Development Company, LLC.

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 11, BLOCK A,
LUBBOCK COUNTY, TEXAS
PREPARED FOR R-1A PORTION OF THIS ZONING REQUEST

(Sheet 2 of 3, Sketch of tract attached as Sheet 3)

METES AND BOUNDS DESCRIPTION of a 56.42-acre tract of land located in Section 11, Block A, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point at the southwest corner of said 56.42-acre tract, whence the southeast corner of the northwest quarter of Section 11, Block A, bears S 83° 41' 14" E, a distance of 2356.15 feet;

THENCE S 88° 11' 26" E an approximate distance of 2167.62 feet;

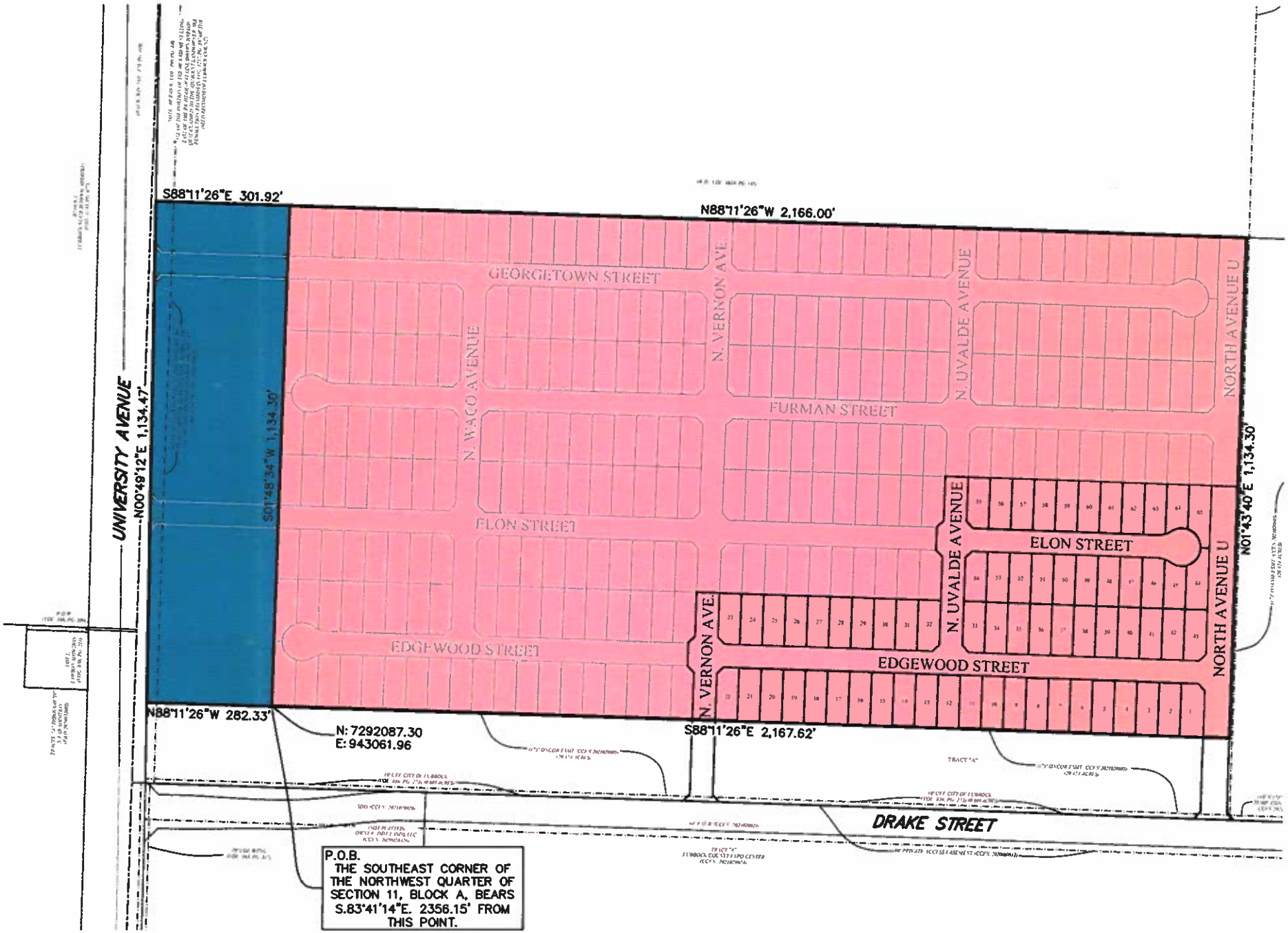
THENCE N 01° 43' 40" E an approximate distance of 1134.30 feet;

THENCE N 88° 11' 26" W an approximate distance of 2166.00 feet;

THENCE S 01° 48' 34" W an approximate distance of 1134.30 feet to the Point of Beginning and containing approximately 56.42 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Shanghai Development Company, LLC.


S88°11'26"E 301.92'
N88°11'26"W 2,166.00'
UNIVERSITY AVENUE
N00°49'12"E 1,134.47'
S01°48'34"W 1,134.30'
GEORGETOWN STREET
N. WACO AVENUE
N. VERNON AVE.
N. UVALDE AVENUE
NORTH AVENUE U
FURMAN STREET
ELON STREET
EDGEWOOD STREET
N01°43'40"E 1,134.30'
N88°11'26"W 282.33'
N: 7292087.30
E: 943061.96
S88°11'26"E 2,167.62'
DRAKE STREET
P.O.B.
THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, BLOCK A, BEARS S.83°41'14"E. 2356.15' FROM THIS POINT.

Planning Department
City of Lubbock

Staff Report	Zone Case 809-A
City Council Meeting	September 27, 2022

Applicant AMD Engineering LLC

Property Owner Shanghai Development Company, LLC

Council District **1**

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2536: This property was annexed into city limits.
- April 6, 1960, Zone Case 809, Ordinance No. 3090: This property was zoned Single-Family District (R-1).
- September 1, 2022, Zone Case 809-A: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 5
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The subject property is vacant and consists of 64.03 acres of unplatted land out of Block A, Section 11.

Adjacent Property Development
The surrounding properties are zoned Single-Family District (R-1) to the south and east, Single-Family District (R-1) with a Specific Use for a State School to the west, and Industrial Park District (IDP) to the north. The surrounding land to the east, south, and north is vacant, with a school to the west.

Zoning Request and Analysis
Item Summary
The subject property is generally located north of Drake Street and east of University Avenue. The applicant is requesting a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setback Single-Family District (R-1A).

Current zoning: **Single-Family District (R-1)**

Requested zoning: **General Retail District (C-3) and Reduced Setback Single-Family District (R-1A)**

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 proposed R-1A 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 proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The location is along North University Avenue, which is designated as a Principal Arterial. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds.

Compatibility with Surrounding Property
The proposed zone change is 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. This request partially conforms to this designation. While the requested C-3 zoning does not conform, it is compatible with the Comprehensive Plan Principles, as it is proposed along a major thoroughfare. Therefore, this request is in moderate conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Principal Arterial and the C-3 zoning will create a buffer for the R-1A zoning, from the thoroughfare.

Suitability of Property for Allowed Uses
The property is suitable for the proposed commercial and residential uses, though additional improvements will be necessary, as the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 809-A

Allowable Uses: General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A)

Transportation: The proposed development has a point of access from University Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
University Avenue, Principal Arterial, Partial	R.O.W. 90 feet, 5 lane, undivided, paved.	R.O.W. 110 feet, 7 lanes, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.2 **Zone Case 809-A:** AMD Engineering, LLC for Shanghai Development Company, LLC, request a zone change from Single-Family District (R-1) to General Retail District (C-3) and Reduced Setbacks Single-Family District (R-1A) at:

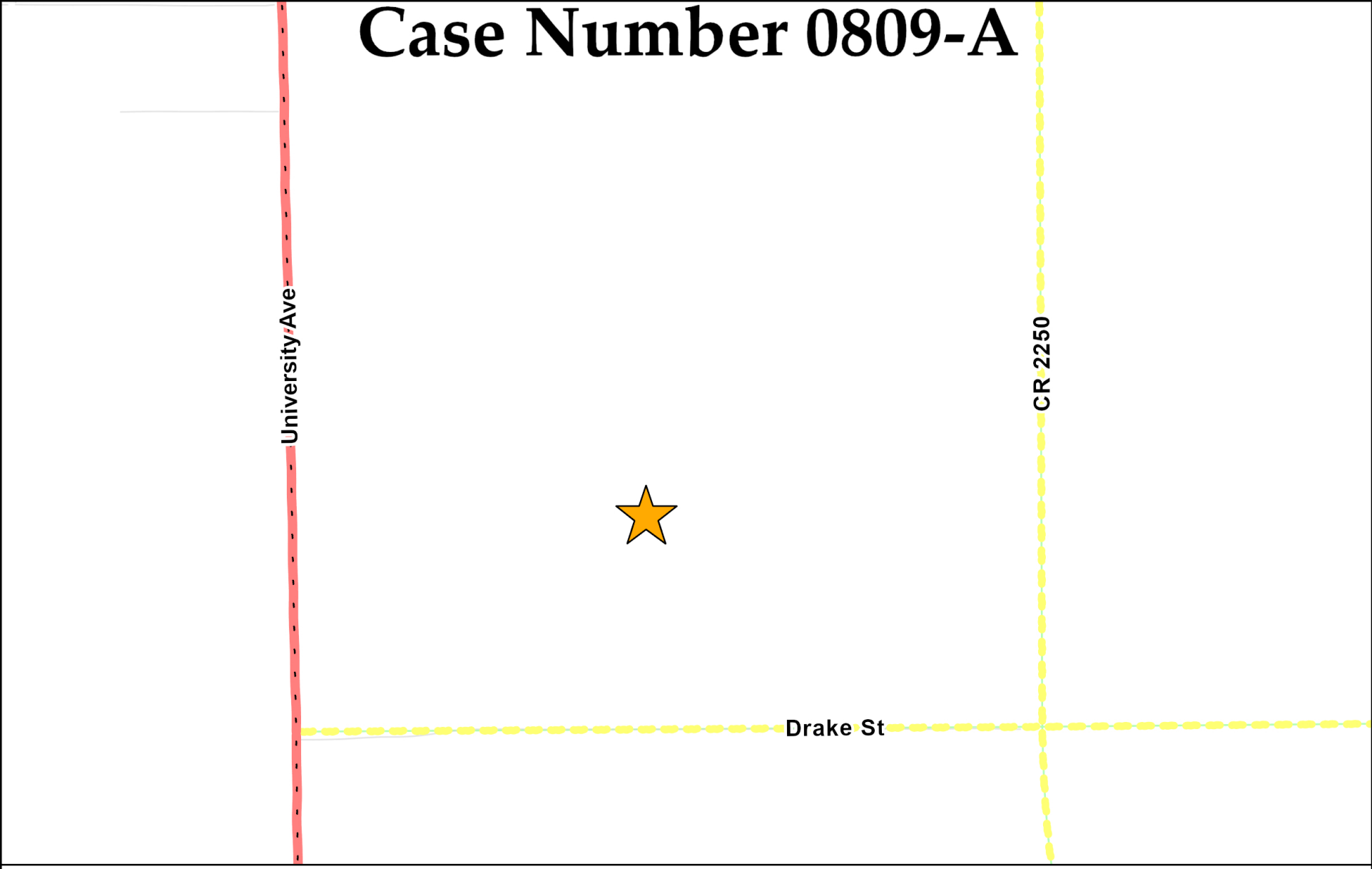
- Generally located north of Drake Street and east of University Avenue, on 64.03 acres of unplatted land out of Block A, Section 11.

PLANNER SHANE SPENCER stated five (5) notifications were sent out with one (1) returned in favor. Staff shared the location of the property including pictures, maps, and discussed the surrounding properties. Staff recommends approval of the request.

APPLICANT'S REPRESENTATIVE CORY DULIN AMD Engineering 6515 68th Street representing George McMahan and Shanghai Development, advised they want to build standard residential lots.

In the matter of **Zone Case 809-A**, a motion was made by **TANNER NOBLE** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 0809-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

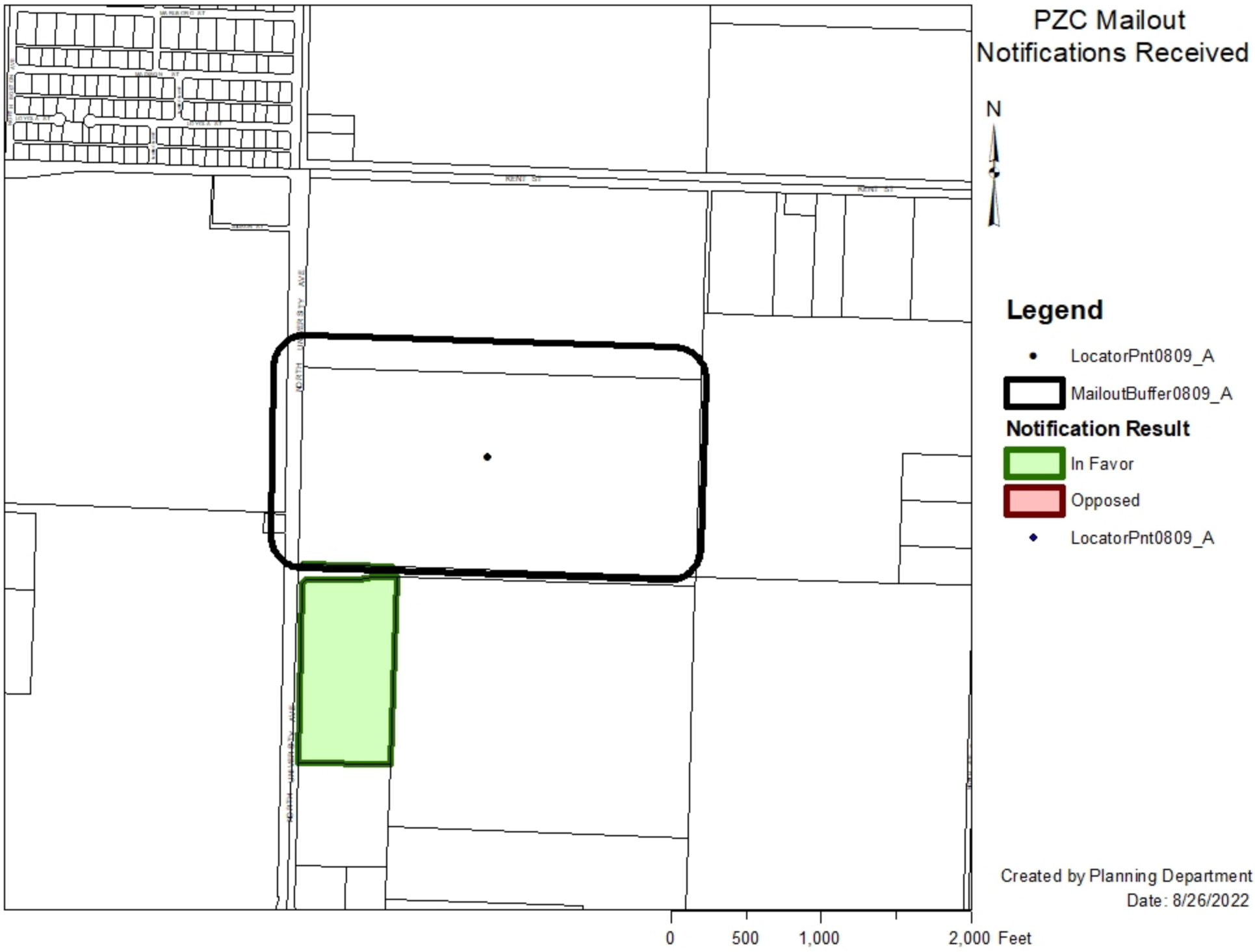
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

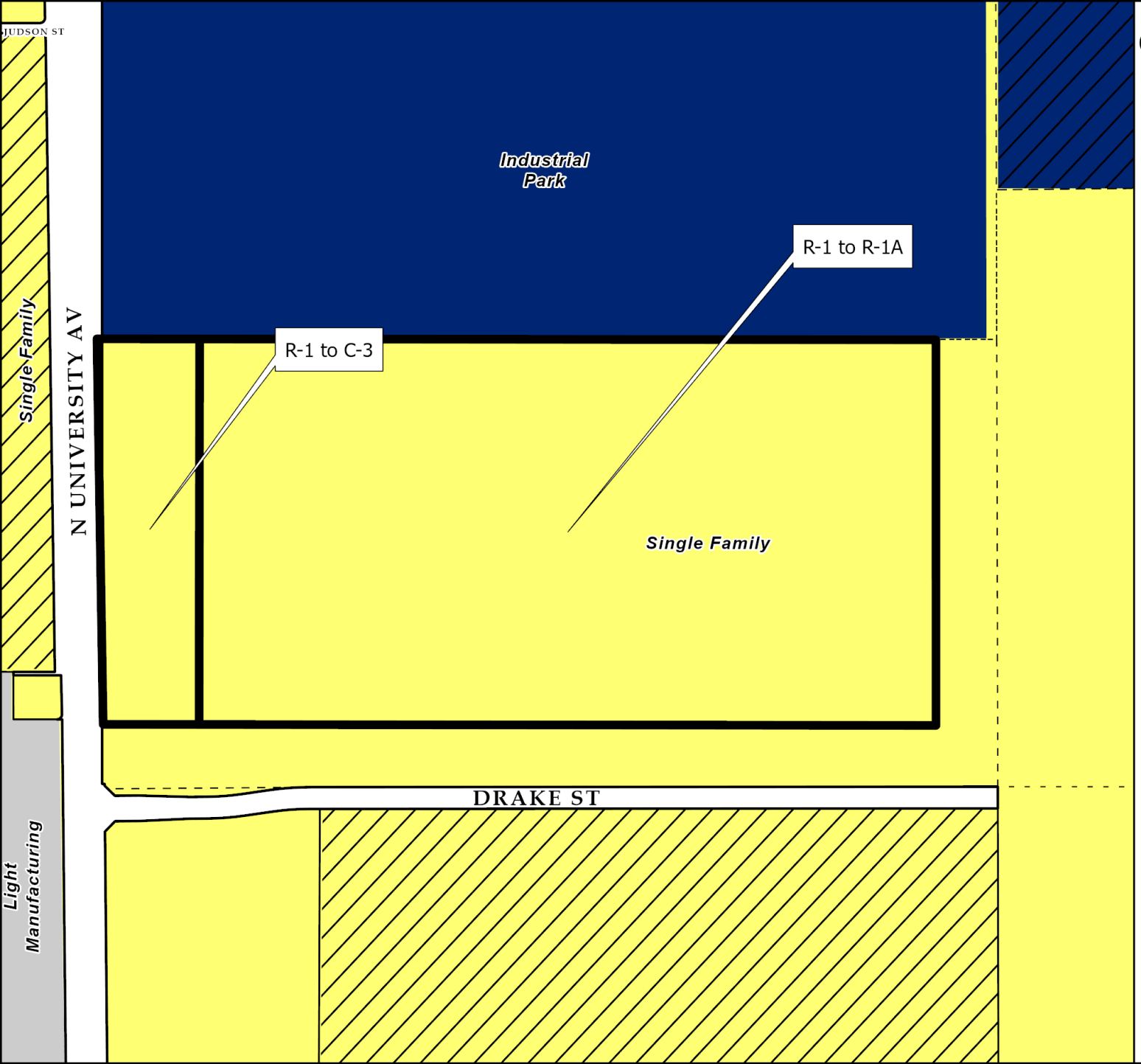
N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt0809_A
MailoutBuffer0809_A
Notification Result
In Favor
Opposed
LocatorPnt0809_A
KENT ST
KENT ST
NORTH UNIVERSITY AVE
NORTH UNIVERSITY AVE
0
500
1,000
2,000 Feet
Created by Planning Department
Date: 8/26/2022

Case Number 0809-A





Current Zoning

0809-A

Zoning Districts

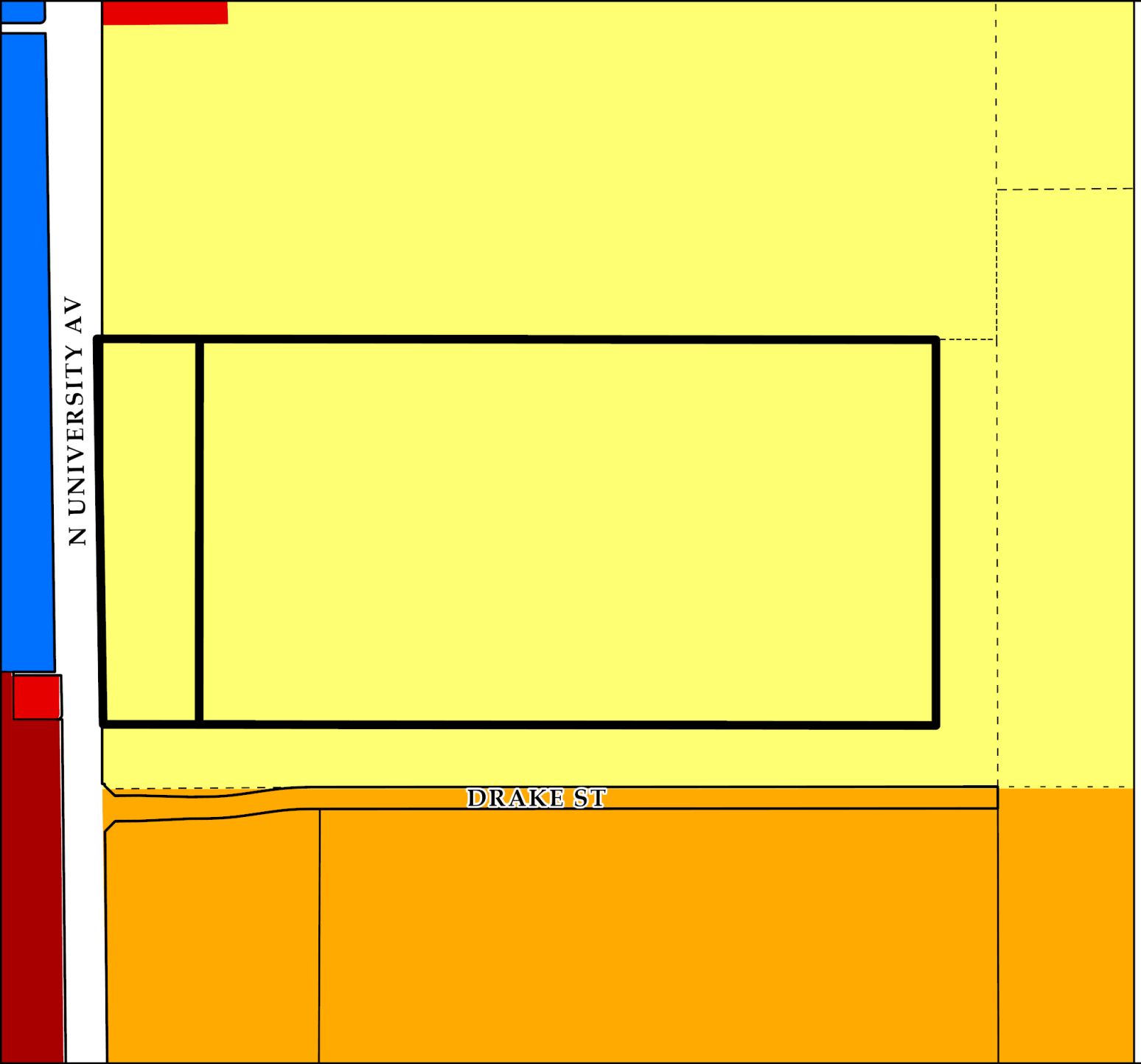
- Industrial Park
- Industrial Park Specific Use
- Light Manufacturing
- Single Family
- Single Family Specific Use

N

0 250 500 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 0809-A

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

809-A



View to the north.



View to the east. Subject Property.



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: Drake Street and University Avenue (Refer to sketch)

Lots/Tracts: Centerpointe

Survey & Abstract: Section 11, Block A (Refer to attached Metes and Bounds Description)

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 64.03 acres

Existing Land Use: Agricultural Existing Zoning: R-1

Requested Zoning: C-3 (7.61 acres) and R-1A (56.42 acres)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Westin McCowen P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-77-5976 Email: wmccowen@amdeng.com

Applicant's Signature: Westin McCowen

Date: 7/28/2022 Printed Name: Westin McCowen

Owner Information

Firm Name: Shanghai Development Company, LLC

Owner: George McMahan

Address: 7703 LaSalle Avenue City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-794-0624 Email: georgehmcmahan@me.com

Property Owner's Signature: George McMahan

Date: 7-28-2022 Printed Name: George McMahan

Preparer Information

Preparer's Signature: Westin McCowen

Date: 7/28/2022 Printed Name: Westin McCowen

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***0809-A***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Dale F. Taylor / DDT Lands LLC

Signature: Dale F. Taylor

Address: P.O. Box 366 Wolfforth, Tx 79382

Address of Property Owned: East of University + South of Drake St.

Phone Number: 806-777-7750-Cell

Email: dale.taylor7750@gmail.com

Zone Case Number: **0809-A** R338554

DDT LANDS LLC
PO BOX 366

WOLFFORTH TX 79382

Recipient 4 of 5

RECEIVED
AUG 26 2022
BY:

AI# 11006
Regular City Council Meeting 6. 3.
09/27/2022:

Information

Agenda Item

Public Hearing – Planning (District 1): Consider a request for Zone Case 1120-D, a request of AMD Engineering, LLC for 5G Crownpoint, LLC, for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition, 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 September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1120-D
Staff Report 1120-D
Documentation 1120-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. 1120-D; A ZONING CHANGE FROM A-1 TO A-2 ZONING DISTRICT AT 3701 CLOVIS ROAD, LOCATED SOUTH OF CLOVIS ROAD AND WEST OF NORTH LOOP 289, ON 2.81 ACRES OF PROPOSED LOT 5-A-1, CLOVIS ROAD ADDITION, 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. 1120-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 **A-1** to **A-2** zoning district at **3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition,** 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/ZC1120-D
September 1, 2022

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
CLOVIS ROAD ADDITION, LOTS 4-A AND 5-A PLAT
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 2.81-acre tract of land located in the Clovis Road Addition, Lots 4-A and 5-A Plat, Lubbock County Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the northwest corner of the of the Clovis Road Addition, Lot 4-A and 5-A Plat;

THENCE S 49° 51’ 58” E an approximate distance of 202.70 feet;

THENCE N 34° 51’ 53” E an approximate distance of 308.66 feet;

THENCE S 55° 00’ 53” E an approximate distance of 184.70 feet;

THENCE S 34° 50’ 21” W an approximate distance of 328.31 feet;

THENCE S 62° 03’ 35” W an approximate distance of 349.26 feet;

THENCE N 01° 50’ 18” E an approximate distance of 416.62 feet to the Point of Beginning and containing approximately 2.81-acres.

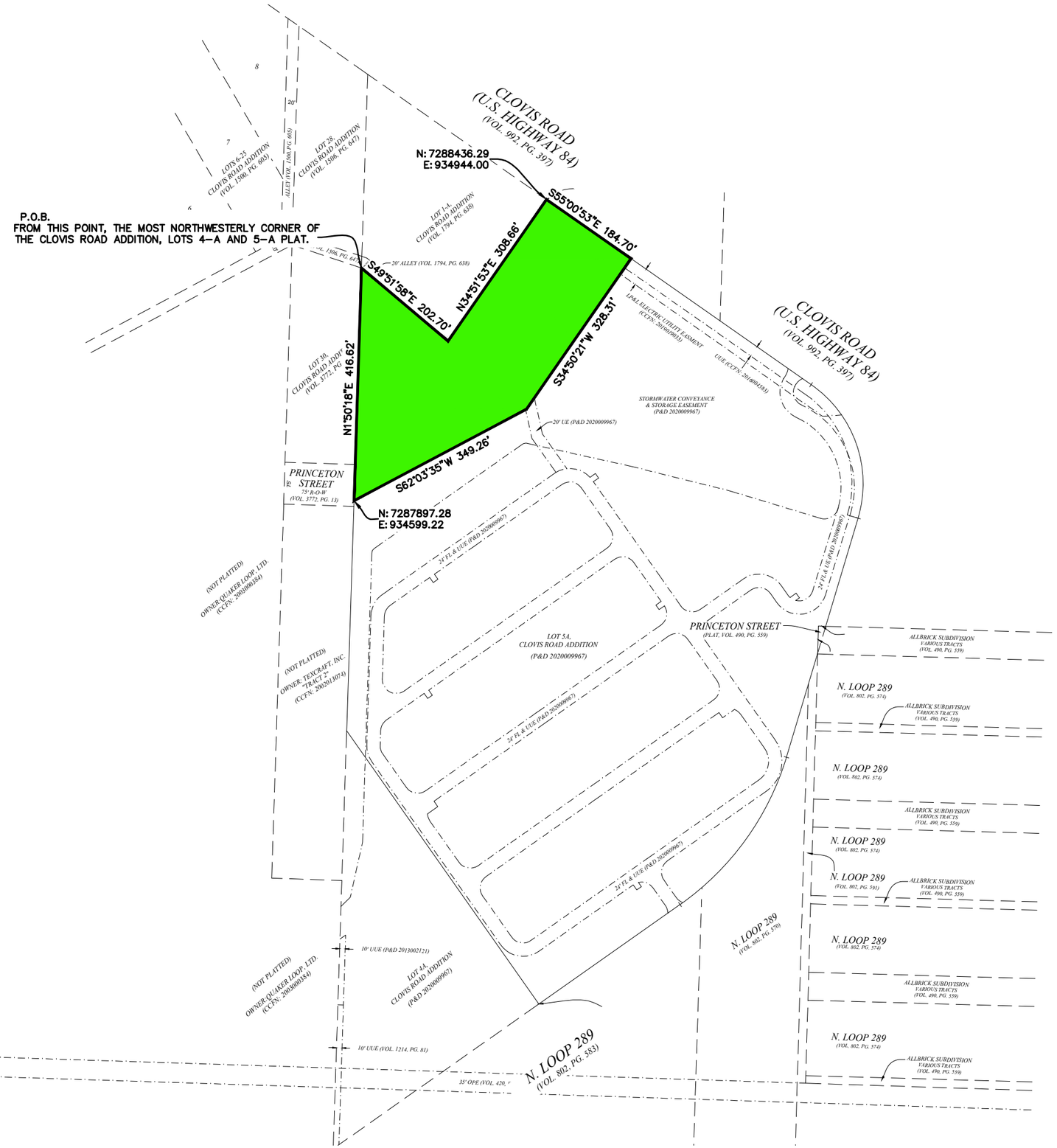
This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Matt Sefcik
5G Capital LLC
July 22, 2022

ZONE CHANGE APPLICATION
EXHIBIT

(SHEET 2)

A 2.81 ACRE TRACT OF LAND LOCATED IN THE CLOVIS ROAD ADDITION, LOTS 4-A AND 5-A PLAT, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

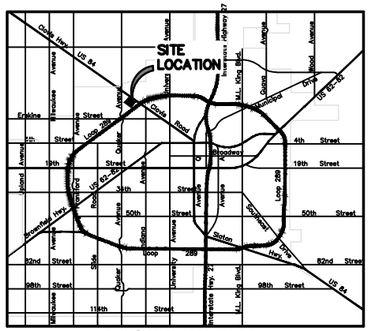


NOTES:
SCALE: 1" = 200'

– ZONING REQUEST A-2, HIGH DENSITY APARTMENT DISTRICT FROM A-1, FAMILY APARTMENT DISTRICT

SCALE: 1"=200'

0 100' 200' 400'



VICINITY MAP
NOT TO SCALE

AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424

CIVIL ENGINEERING
LAND SURVEYING

Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 1120-D
City Council Meeting	September 27, 2022

Applicant AMD Engineering, LLC

Property Owner 5G Crownpoint, LLC

Council District 1

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- September 11, 1958, Ordinance No. 2536: This property was annexed into city limits and zoned One Family District (A)
- April 6, 1955, Ordinance 1695: The zoning was amended from District A to Single-Family District (R-1).
- July 11, 1963, Zone Case 1120, Ordinance No. 4127: This property was rezoned from R-1 to Commercial District (C-4).
- March 13, 1975, Zone Case 1120-A, Ordinance No. 7040: This property was rezoned from C-4 to Light Manufacturing District (M-1).
- May 14, 2019, Zone Case 1120-C, Ordinance No. 2019-O0049: This property was rezoned from M-1 to Family Apartment District (A-1)
- September 1, 2022: The Planning and Zoning Commission recommended approval for a zone change from Family Apartment (A-1) to High-Density Apartment (A-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
This property consists of 2.81 acres of unplatted, vacant land. It is in the process of being platted as Lot 5-A-1, Clovis Road Addition.

Adjacent Property Development
This property is surrounded by commercial buildings zoned Light Manufacturing District (M-1) to the west; vacant land zoned Single Family District (R-1) to the north, across Clovis Road; and to the east and south are apartments zoned Family Apartment District (A-1).

Item Summary
The subject property is located at 3701 Clovis Road, located south of Clovis Road and west of North Loop 289. The applicant is requesting a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2).

Current zoning: **Apartment District (A-1)**

Requested zoning: **High-Density Apartment District (A-2)**

Intent Statements
The intent of the current A-1 zoning is "…to promote medium-density, multiple-occupancy development. The

regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development. The purpose of this district is not to isolate multi-family units, but to encourage compatible residential land uses through effective planning and urban design."

The intent of the proposed 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. "

Traffic Network/Infrastructure Impacts
The location is along Clovis Road, which is designated as a Principal Arterial and west of North Loop 289, which is designated as a Freeway by the Master Thoroughfare Plan, 2018. Freeways are intended to move high volumes of automobile traffic at relatively high speeds over long distances. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Industrial Use. Although the proposed zone change to A-2 would not be consistent with the Future Land Use Plan, A-2 is appropriate in this location and consistent with the surrounding area.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Principal Arterial and adjacent to A-1, which is an appropriate location for A-2.

Suitability of Property for Allowed Uses
The property is suitable for the uses allowed in the A-2 district. Additional infrastructure improvements will be necessary, as the property is not platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and supporting documentation

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
VEscamilla@mylubbock.us

Case Information: Zone Case 1120-D

Allowable Uses: High-Density Apartment District (A-2)

Transportation: The proposed development has point of access from Clovis Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Clovis Road, *Principal Arterial, Not Completed*	R.O.W. 230 feet, seven-lane, divided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.1 **Zone Case 1120-D:** AMD Engineering, LLC for 5G Crownpoint, LLC request for a zone change from Family Apartment District (A-1) to High-Density Apartment District (A-2) at:

- 3701 Clovis Road, located south of Clovis Road and west of North Loop 289, on 2.81 acres of proposed Lot 5-A-1, Clovis Road Addition.

PLANNER GREG HERNANDEZ stated that there were five (5) notifications sent out with zero (0) returned. Staff shared the location of the property including pictures, maps, and discussed the surrounding properties. Staff recommends approval of the request.

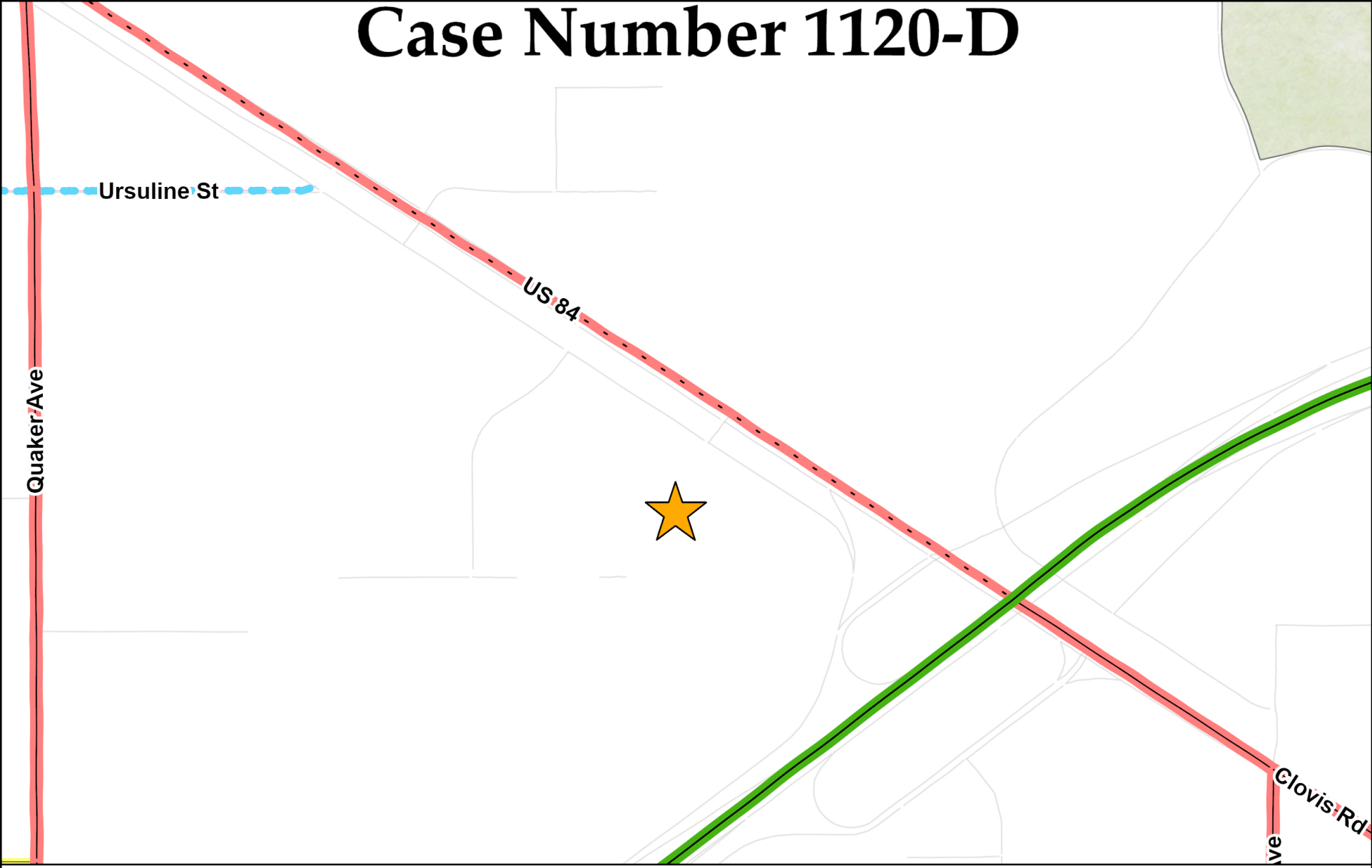
APPLICANT'S REPRESENTATIVE WILL STEPHENS AMD Engineering 6515 68th Street, stated this request is for Apex Apartments. Phase two will include four or five new buildings, which are each two to three stories in height.

OPPOSITION PAM HUFSTEDLER 3917 Clovis Road stated she is opposed to this request. She expressed concerns related to the General Contractor who will oversee the project.

No one spoke in favor of the request.

In the matter of **Zone Case 1120-D,** a motion was made by **JAMES BELL** and seconded by **JORDAN WHEATLEY** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1120-D



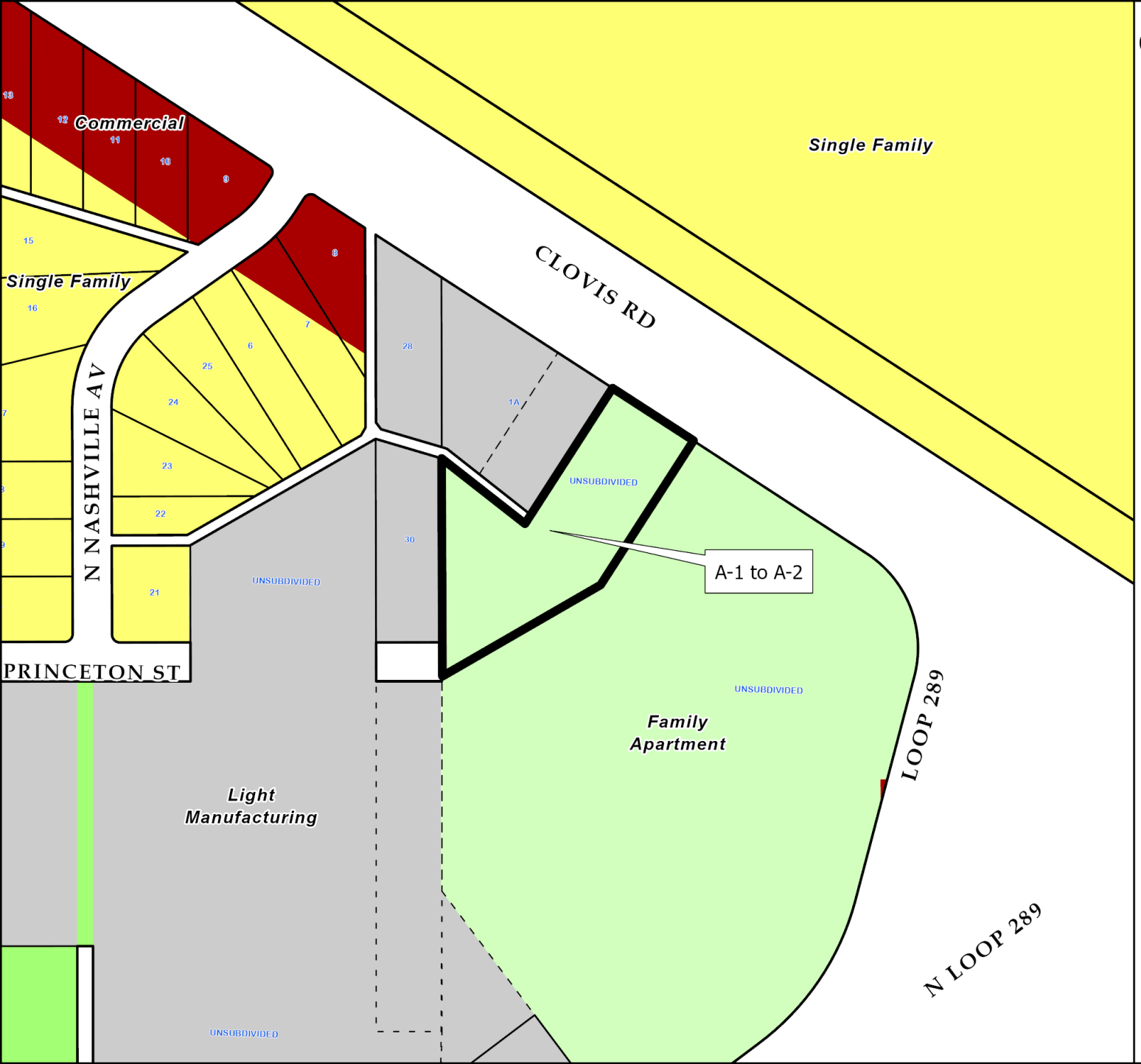
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

Case Number 1120-D





Current Zoning
1120-D
Zoning Districts

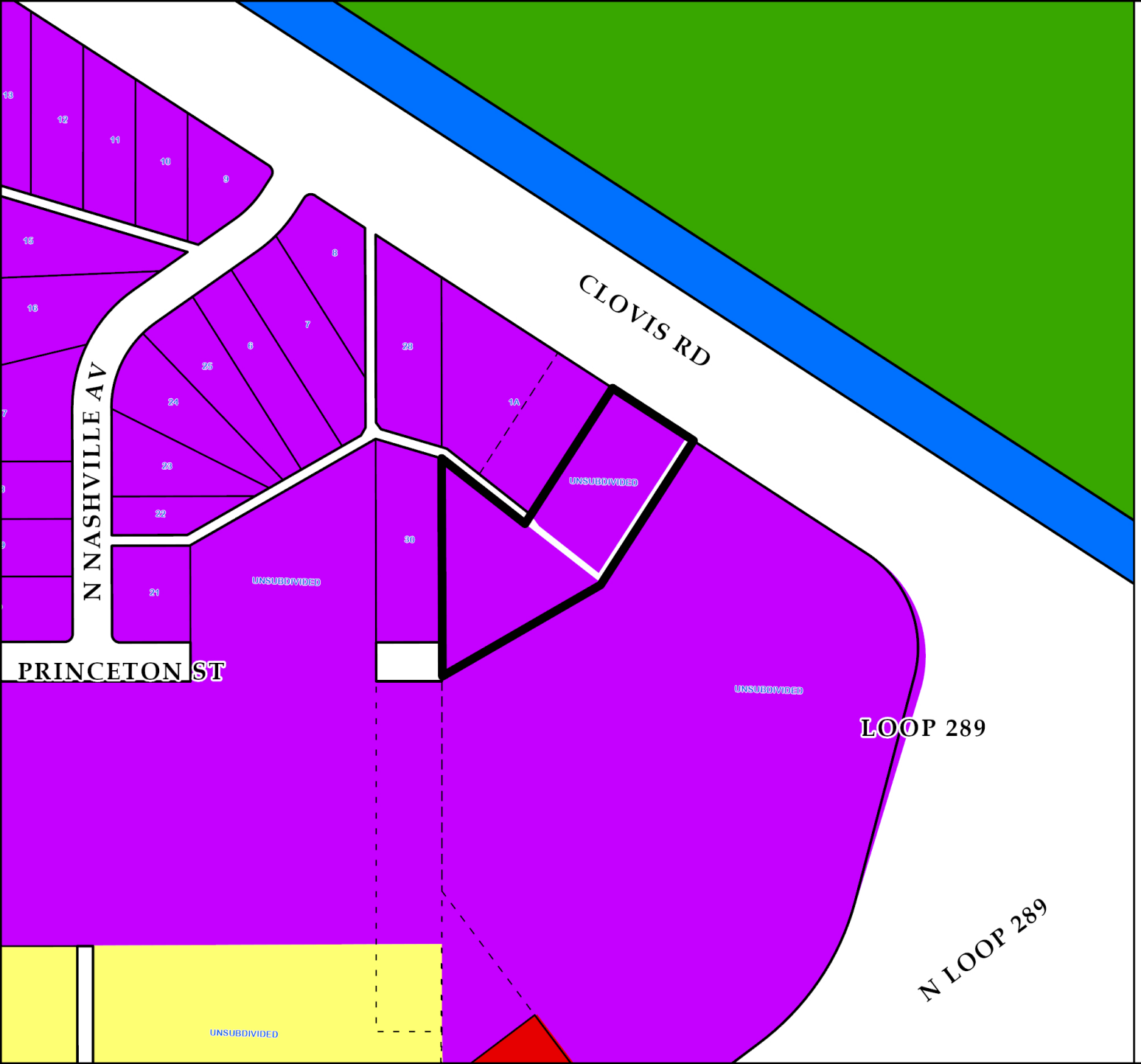
- Family Apartment
- High Density Apartment
- Commercial
- Light Manufacturing
- Single Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 1120-D

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

1120-D



Subject property. View to the south.



View to the north



View to the east.



View to the west.

DocuSign Envelope ID: AA18FADD-AADD-4CE4-B7ED-EF663EE37A7F

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: Generally located northwest of the intersection of N Loop 289 and Clovis Rd.

Lots/Tracts: Clovis Road Addition, Lot 4-A and 5-A

Survey & Abstract: Section 18, Block A

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.81

Existing Land Use: _____ Existing Zoning: A-1

Requested Zoning: A-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: 

Date: 07/22/2022 Printed Name: Will Stephens

Owner Information

Firm Name: 5G Crownpoint, LLC

Owner: Matt Sefcik

Address: 12006 Slide Rd. City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-438-9328 Email: matt.sefcik@mantlefg.com

Property Owner's Signature: DocuSigned by: Matt Sefcik F5951396203E484...

Date: 7/22/2022 Printed Name: Matt Sefcik

Preparer Information

Preparer's Signature: 

Date: 07/22/2022 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

AI# 11009
Regular City Council Meeting 6. 4.
09/27/2022:

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 2072-B, for Joshua and Ni Wang Clark, for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12, 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 September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 2072-B
Staff Report 2072-B
Documentation 2072-B

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. 2072-B; A ZONING CHANGE FROM A-1 SPECIFIC USE FOR APARTMENTS WITH REDUCED PARKING TO A-1 ZONING DISTRICT AT 2123 15TH STREET, LOCATED SOUTH OF 15TH STREET AND EAST OF AVENUE V, OVERTON ADDITION, BLOCK 52, LOT 12, 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. 2072-B

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-1 Specific Use for Apartments with Reduced Parking** to **A-1** zoning district at **2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12,** 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
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2072-B
September 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 2072-B
City Council Meeting	September 27, 2022

Applicant Joshua and Ni Wang Clark

Property Owner Joshua and Ni Wang Clark

Council District **1**

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- March 13, 1941, Ordinance No. 661: The subject property was annexed into the City of Lubbock and zoned Local Retail District (F).
- April 6, 1955, Ordinance No. 1695: The subject property was rezoned from Local Retail District (F) to General Retail District (C-3).
- October 14, 1964, Case A-12: An appeal to allow the construction of 6 apartment units above an existing building was approved by the Zoning Board of Adjustment.
- October 9, 1975, Zone Case 2016, Ordinance No. 7153: The subject property was rezoned from General Retail District (C-3) to Neighborhood Service District (C-1).
- April 8, 1976, Zone Case 2072, Ordinance No. 7232: The subject property was rezoned from Neighborhood Service District (C-1) to High Density Apartment District (A-2) with a Specific Use for a Church.
- July 12, 2007, Zone Case 2072-A, Ordinance No. 2007-O0060: The subject property was rezoned from High Density Apartment District (A-2) with a Specific Use for a Church, to Family Apartment District (A-1) with a Specific Use for Apartments with Reduced Parking, with the following conditions:
    1. That all of the six units on the second floor shall meet a level of the construction and fire codes as determined acceptable by the Building Official and Fire Marshall;
    2. The first floor shall be used only in the following manner:
        • The area may be partitioned with a door installed in each partitioned space as storage for the unit above.
        • The first floor may remain unused. Doors and windows shall be blocked as approved by the Building Official. The area may be used for storage of equipment related to the maintenance of the facility only and fire ratings shall comply as approved by the Building Official. The area shall not be used for any public or social gathering for either the residents or general public.
    3. That the exterior of the building be painted and/or enhanced with regard to appearance; and
    4. That the curb on Avenue V shall be replaced, the parkway and private portion of the parcel adjacent to Avenue V shall be landscaped, and the sidewalk shall be approved by the Building Official as acceptable or repaired to an acceptable condition.
- September 1, 2022, Zone Case 2072-B: The Planning and Zoning Commission recommended approval for a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking, to Family Apartment District (A-1) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 30
- Received In Favor: 5
- Received In Opposition: 0

Site Conditions and History

The subject property was platted in 1908 as Overton Addition, Block 52, Lot 12. The current structure was built in 1956 and it appears that the second story apartments were built in or after 1964. According to the existing specific use, the first floor may be used for either storage for the above units, or remain unused entirely.

Adjacent Property Development

The surrounding properties are zoned Two-Family District (R-2) to the south, west and east. To the north is property zoned Family Apartment District (A-1) and Neighborhood Service District (C-1). There are vacant lots and apartments to the north, a vacant lot and single family homes to the west, as well as further single family homes to the south and east.

Zoning Request and Analysis

Item Summary

The subject property is located at 2123 15th Street, south of 15th Street and east of Avenue V. The applicant is requesting a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1).

Current zoning: **Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking**

Requested zoning: **Family Apartment District (A-1)**

Intent Statements

The intent of the current and proposed A-1 zoning is "…to promote medium-density, multiple-occupancy development. The regulations are designed to promote family-oriented development which provides the occupants with the proper environmental quality, and compatibility with lower-density development."

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 15th Street and Avenue V. 15th Street is designated as a Collector, and Avenue V is designated as a Local Street. Collectors are designed for medium volumes of vehicles operating at lower speeds, for movement within residential, commercial and industrial areas. Local Streets typically provide access to smaller, destination oriented areas, such as neighborhoods, subdivisions or local business districts

Compatibility with Surrounding Property

The proposed zone change is compatible with the surrounding area and would not change the character of the existing development.

Conformance with Zoning Ordinance

The proposed zone change is in conformance with the zoning ordinance. The property is located along a collector and is located near existing apartments. However, the Planning Department acknowledges that removing the restrictions of this Specific Use will require the applicant to obtain a variance for the parking required if additional units are installed on the first floor.

Suitability of Property for Allowed Uses

The property is suitable for the proposed residential uses, though additional improvements such as parking may be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map

E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 2072-B

Allowable Uses: Family Apartment District (A-1)

Transportation: The proposed development has points of access from 15th Street and Avenue V

Thoroughfare	Existing	Per Thoroughfare Development Plan
15th Street, Collector	R.O.W. 60 feet, 2 lane, undivided, paved.	R.O.W. 64 feet, 4 lanes, undivided, paved
Avenue V, Local Street	R.O.W 50 feet, 2 lane, undivided, paved.	R.O.W 50 feet, 2 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.3 **Zone Case 2072-B:** Joshua and Ni Wang Clark request a zone change from Family Apartment District (A-1) Specific Use for Apartments with Reduced Parking to Family Apartment District (A-1) at:

- 2123 15th Street, located south of 15th Street and east of Avenue V, Overton Addition, Block 52, Lot 12.

PLANNER SHANE SPENCER stated there were thirty (30) notifications sent out with four (4) returned in favor. Staff shared the location of the property including pictures, maps, and discussed the surrounding property. If the request is granted, the applicant will also need approval of a variance from the Zoning Board Adjustment to reduce the required parking, in order to use the first floor as rental units. Staff recommends approval of the request.

BOARD MEMBER TANNER NOBLE asked for clarification on what is being requested.

BOARD MEMBER JAMES BELL advised the current Specific Use limits the first floor to only storage.

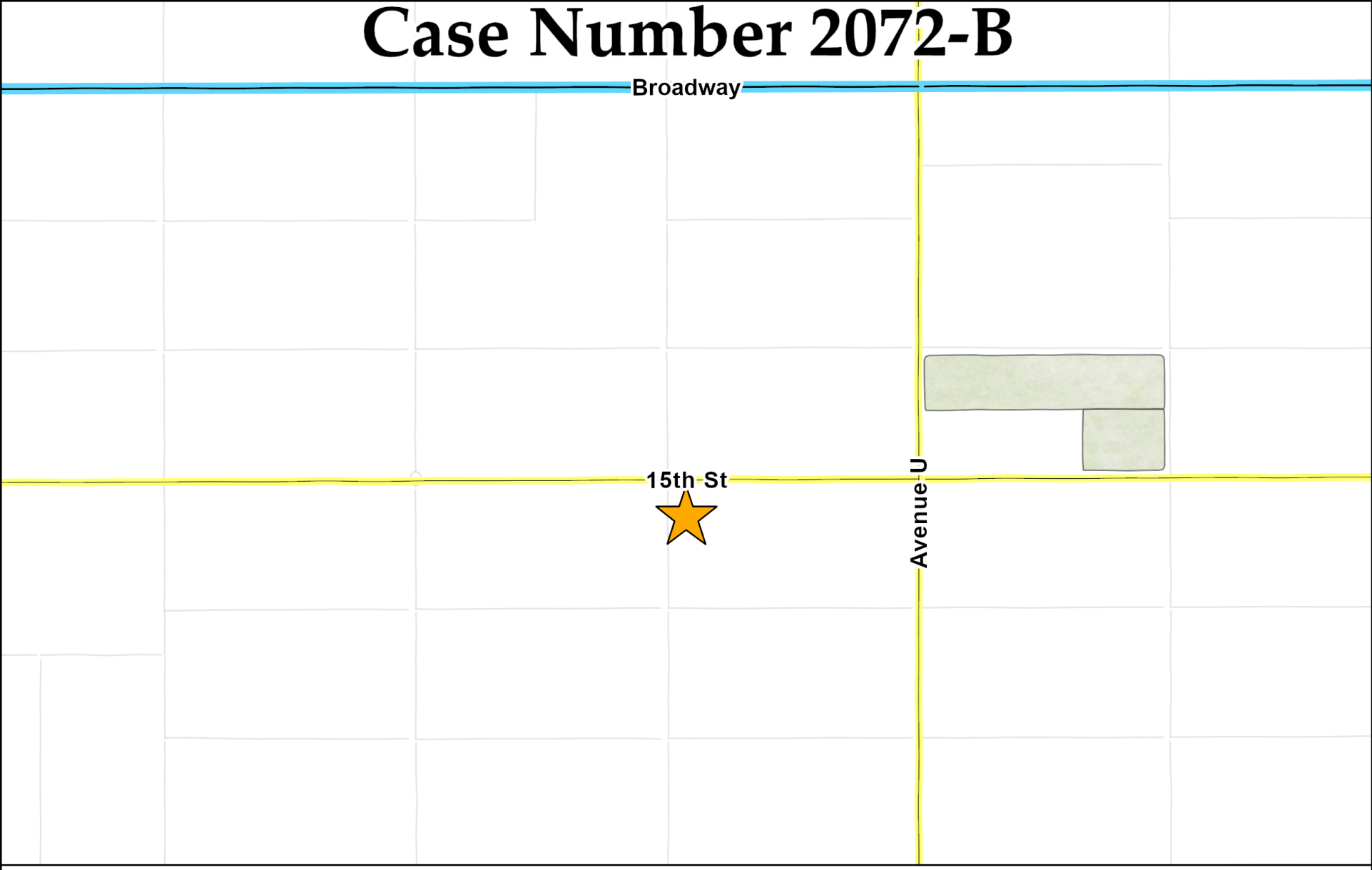
APPLICANT NI WANG CLARK 2123 15th Street, gave a handout to the board. They have owned the property since 2012 and now want to move to Colorado. They would like to rent the first floor units to help pay the mortgage on the building. She shared pictures of the first floor units. She does not want to add more parking, but rather continue to maintain the existing five parking spaces. She provided a spreadsheet showing which tenants used the parking over the years. They have tried to purchase other nearby areas for parking, but they could not afford it. They are wanting to be treated fairly and the same

as other nearby neighbors. She pointed out that nearby apartments do not have the correct number of parking spaces.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 2072-B**, a motion was made by **JORDAN WHEATLEY**, and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

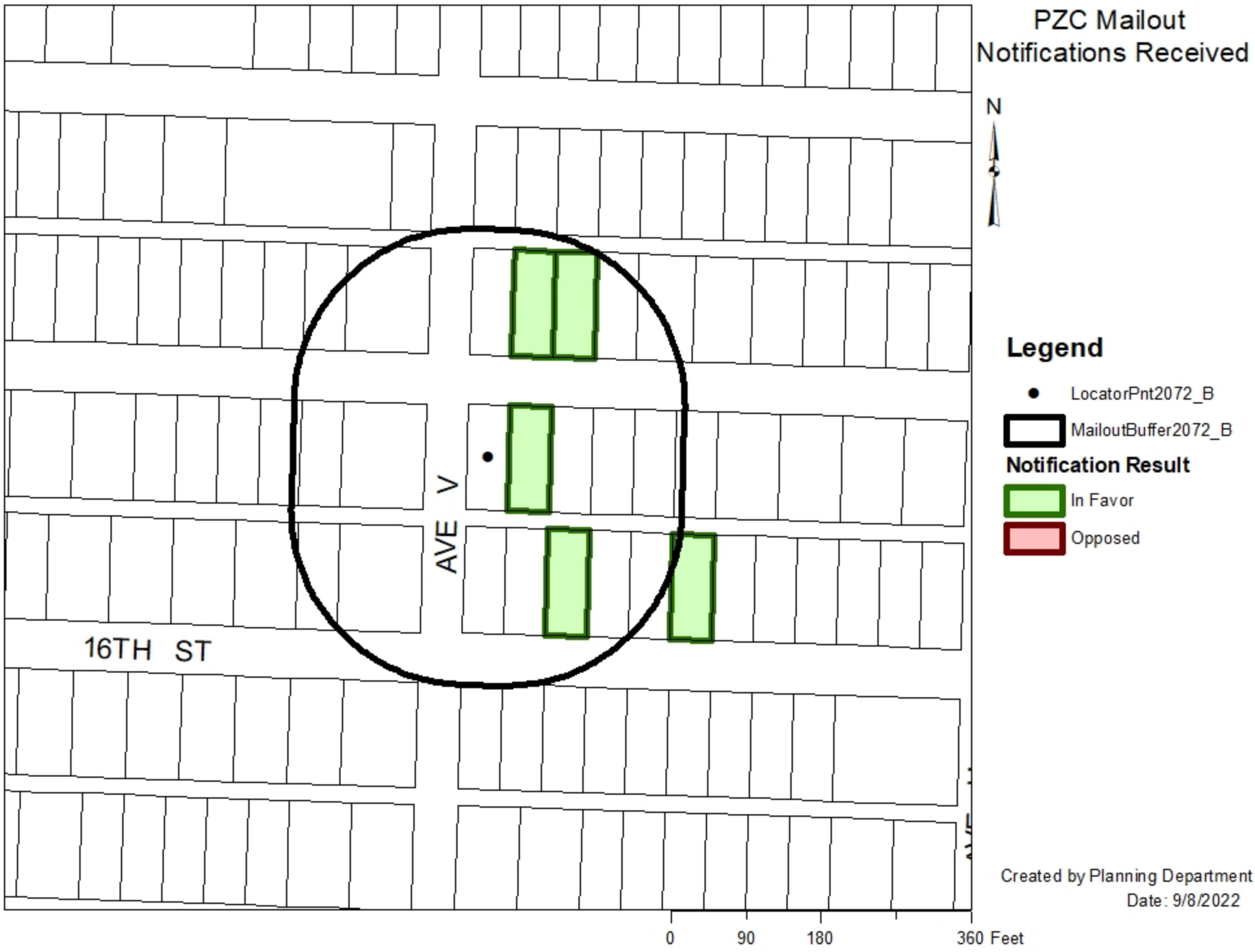
Case Number 2072-B



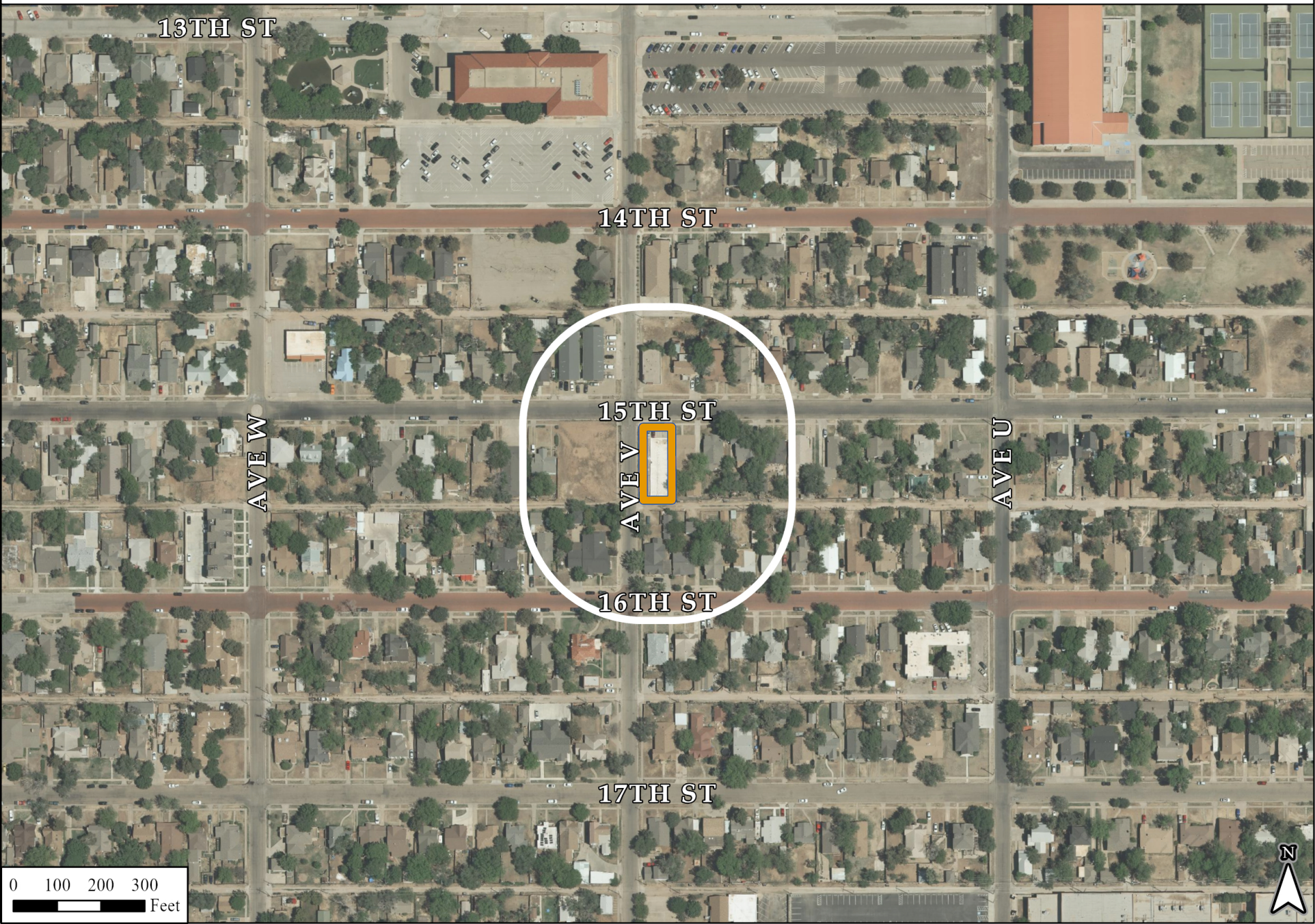
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

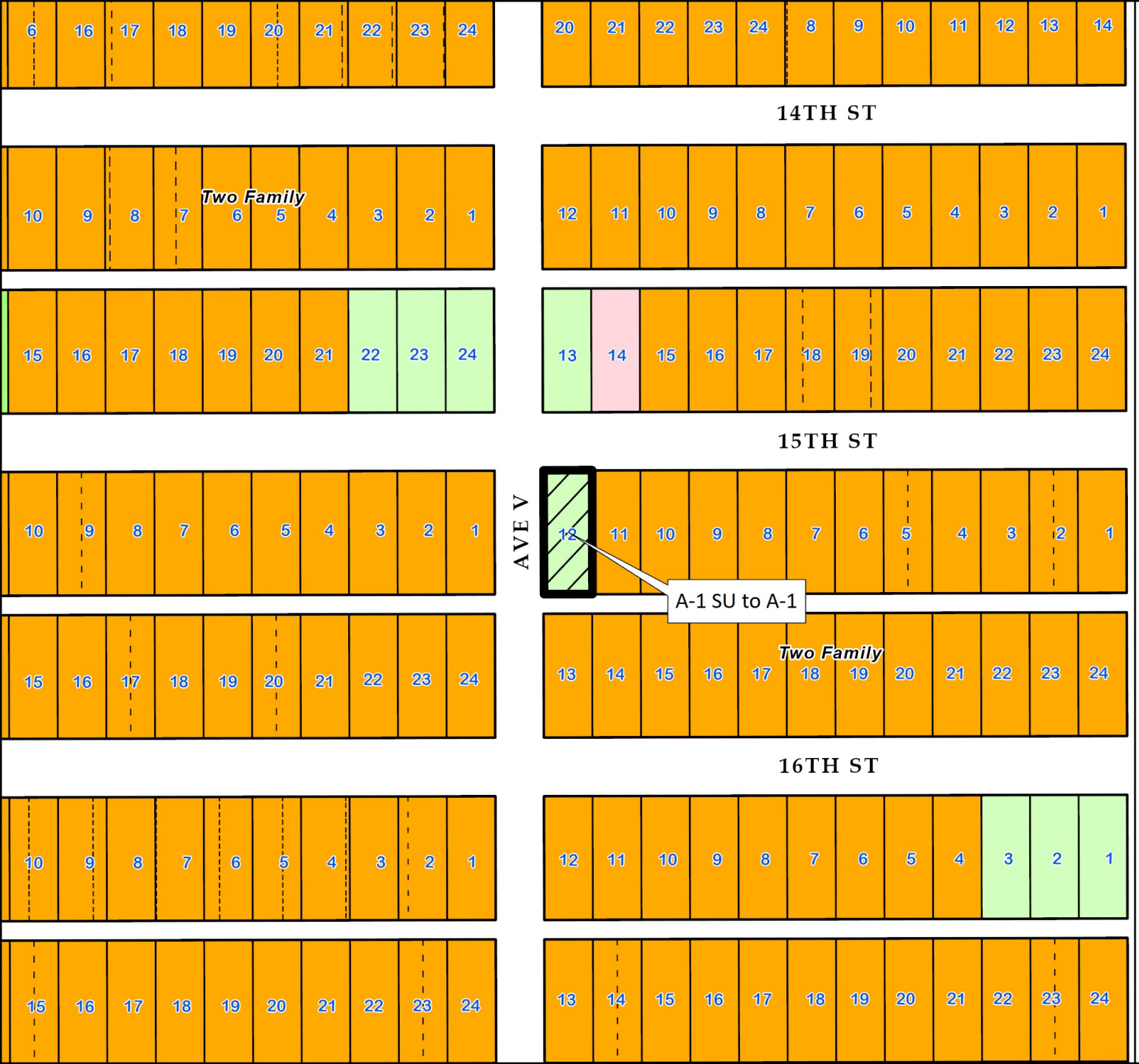
N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2072_B
MailoutBuffer2072_B
Notification Result
In Favor
Opposed
AVE V
16TH ST
0
90
180
360 Feet
Created by Planning Department
Date: 9/8/2022

Case Number 2072-B





Current Zoning
2072-B
Zoning Districts

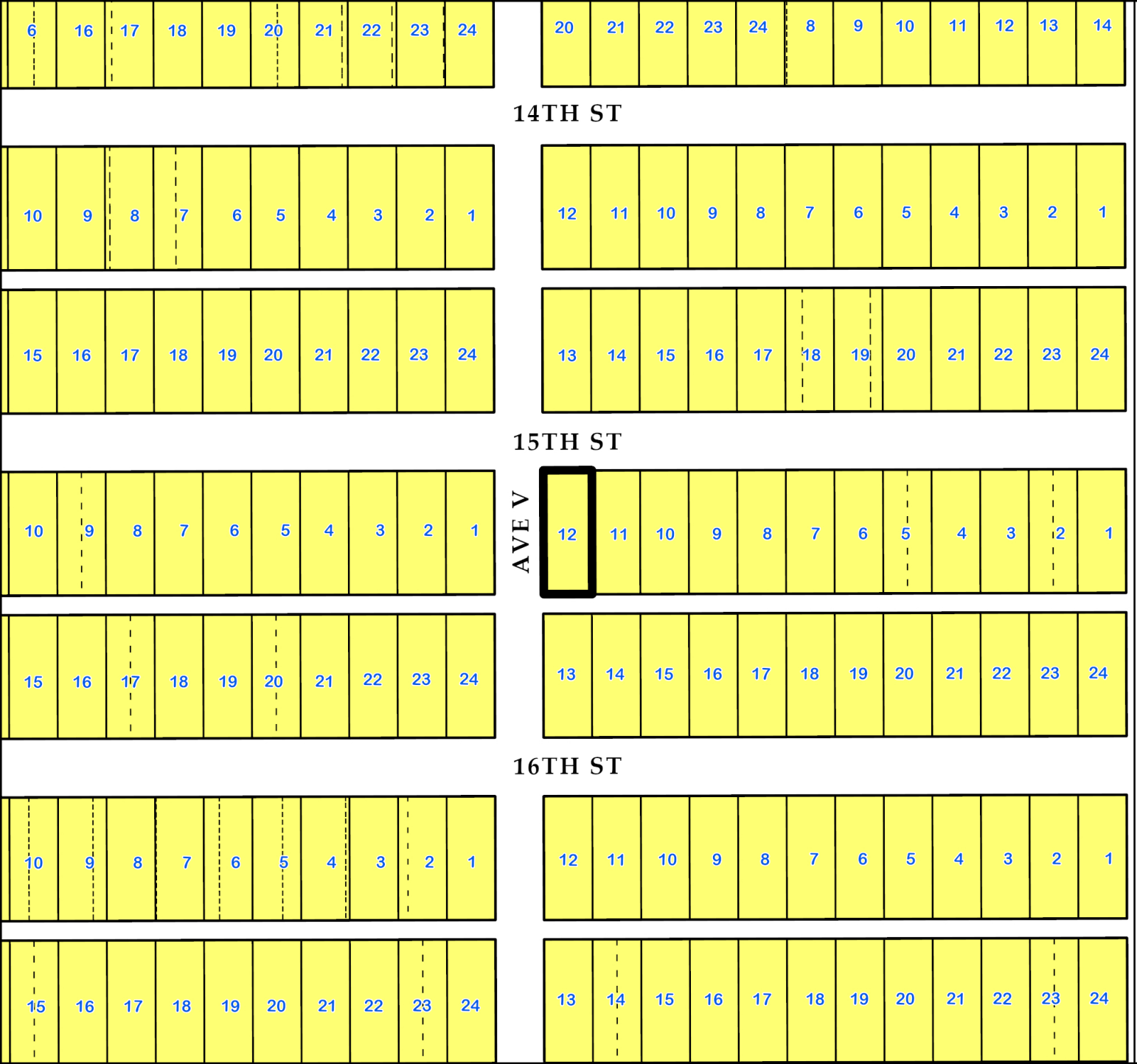
- Family Apartment
- Family Apartment Specific Use
- High Density Apartment
- Neighborhood Service
- Two Family

N

0 50 100 150 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 2072-B

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

N

0 50 100 Feet

City of Lubbock TEXAS

Date Exported: August 2022

2072-B



View to the north.



View to the east. Subject Property.



View to the south.



View to the west.

Ashley

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 2123 - 15th St.

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☒ Total Acreage of Request: 7,768 ±

Existing Land Use: A-1 APARTMENTS Existing Zoning: A1-SPEC. USE

Requested Zoning: A-1 (FAMILY APARTMENT DIST)

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: Ni Wang Clark

Address: 2123-15TH ST. City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 432-208-5428 Email: CLARK APARTMENTS LLC@GMAIL.COM.

✗ Applicant's Signature:

Date: 07/26/22 ✗ Printed Name: NI WANG CLARK

Owner Information

Firm Name: N/A.

Owner: Joshua & Ni Wang Clark

Address: 2123-15TH ST. City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: 432-208-5428 Email: CLARK APARTMENTS LLC@GMAIL.COM

✗ Property Owner's Signature:

Date: 07/26/22 Printed Name: Ni Wang Clark

Preparer Information

Preparer's Signature:

Date: 07/26/22 Printed Name: Ni Wang Clark

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.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name King Jack & Mary King
Signature: Jack King Mary King
Address: 2120 16th Street
Address of Property Owned: 2120 16th Street
Phone Number: (806) 535-2150
Email: kmary157@yahoo.com

Zone Case Number: **2072-B** R40350 Recipient 4 of 30
KING JACK & MARY KING
2120 16TH ST

LUBBOCK TX 79401-4518

RECEIVED
AUG 24 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor X

Opposed ____

Reasons and/or Comments:

THE ADDITION OF ONE MORE VEHICLE, ASSUMING A NEW TENANT HAD A VEHICLE WOULD BE NEGLIGIBLE, AS THE OWNER OCCUPANT HAS HAD A VEHICLE WHILE RESIDING THERE. OUTSIDE OF THIS I CANNOT THINK OF ANY REASON THIS WOULD BE A CONCERN TO THE RESIDENTS OF SOUTH OVERTON OR THE PLANNING & ZONING COMMISSION. WHOMEVER HAS TAKEN ISSUE WITH THIS NEEDS TO GET A LIFE. THERE ARE MUCH MORE CONCERNING ISSUES IN SOUTH OVERTON TO ADDRESS.

Print Name JUSTIN WRIGHT

Signature: Justin Wright

Address: 6708 NASHVILLE AVE. 79413

Address of Property Owned: 2114 16TH, 2120 16TH, 2305 15TH, 2107 16TH, 1625 Y

Phone Number: 806-441-3175

Email: JWRIGHT@LOCATIONRENTALS.NET

Zone Case Number: **2072-B** R40418 Recipient 26 of 30

JUSTIN WRIGHT INVESTMENTS LLC
6708 NASHVILLE AVE

LUBBOCK TX 79413-6030

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.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Bruce Allaire

Signature: Bruce Allaire

Address: 4707 - 101st St

Address of Property Owned: 2120 - 15th

Phone Number: 806-786-4849

Email: bruce.w.allaire@gmail.com

Zone Case Number: **2072-B** R40979 Recipient 14 of 30

ALLAIRE, BRUCE W
4707 101ST ST

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.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:
I fully approve of whatever they want.
I was sick and unable to attend the event.

Print Name Clay G. Mitchell

Signature: Clay G. Mitchell

Address: 2121 – 15th St. Lubbock TX

Address of Property Owned: 2121-15th St- Lubbock, TX

Phone Number: 806-762-1720

Email: N/A

Zone Case Number: **2072-B** R40255 Recipient 27 of 30

MITCHELL, CLAY G
2121 15TH ST

LUBBOCK TX 79401-3718

RECEIVED
SEP 06 2022
BY:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2072-B***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name Christine Caudle Ammons

Signature: Christine Ammons

Address: 6923 Armadillo Rd Tx 79407

Address of Property Owned: 8122-15 TH LBK

Phone Number: 806 781 9625

Email: cchrisotr@aol.com.

Zone Case Number: **2072-B** R40954
CAUDLE, RANDY T ESTATE & CHRISTINE A
6921 ARMADILLO DR

LUBBOCK TX 79407-8045

Recipient 24 of 30

RECEIVED
AUG 29 2022
BY:

Dear Board Members,

Thank you for being here for our case. My husband and I have owned Clark Apartments since 2012. Since we got the city permits in 2012 (See Attachment 1, "City Permit," on Page 3), we have lived on site downstairs with six 1-bedroom 1-bathroom units upstairs. However, we plan to take up part-time residence in Colorado, maintain roots in Lubbock, and rent downstairs to help pay our mortgage.

Since the building is already zoned A1, we are requesting that the four conditions be waived as an existing building (see the four conditions on Attachment 2, "Zone Case No. 2072-A," on Page 4-6). Out of the four A-1 specific conditions, all were complete per zoning requirements in 2007. However, modifications were approved by the Fire Marshall and Planning Department for Condition 2 in 2012, which permits the use of the first floor as the owners' apartment and storage workroom as well as tenants' laundry room, folding area, and restroom (See Attachment 1. "City Permit" on Page 3). Now, we would like to remove the condition of "owner use only" so that we can rent downstairs, which is another unit of 2 bedrooms, 1 study room and 2 bathrooms (See Attachment 6 at the end of this folder).

We are also requesting to be allowed to maintain 5 parking spaces for our residents rather than increase per Planning Department guidance. For over ten years, parking has never been an issue. Here are four reasons.

First, most tenants are Tech students who don't own cars. Also, it is unnecessary to buy a car living 2 blocks away from Tech and 6 blocks from Wal-Mart. From time to time, we have given them rides for groceries and local sight-seeing places. Most of the students either walk or bike to school, leaving several parking spots vacant most school years (See Attachment 3 on Page 27).

To demonstrate, I would like to present the parking situation at Clark Apartments with a table breaking down by the school year. See Table 2 on Page 9. In 2012-2013, 6 units had cars, ~~meaning one person had to park on the street.~~ In 2013-2014, 3 units had cars, meaning 2 spots were available. 2014-2015 was the same as the previous year. From 2015 to 2018, 4 units had cars, meaning one spot was available. From 2018 to 2021, 3 units had cars, meaning two spots were available. In 2021-2022, 4 units had cars, meaning one spot was available. For the current school year, 2022-2023, only 2 units have cars, meaning 3 spots are available.

To further support the parking documents based on legal leases above, we have included photos downloaded from Google Earth as further evidence of parking availability (See Pages 10 to 23). The dated photos we've included for your reference reflect our parking situation since we have owned Clark Apartments.

Second, we are claiming hardship exception to city planning parking regulations. We have had difficulty purchasing neighboring land for parking spaces. Our call to the owners of vacant land across from Ave V have resulted in no sale. Additionally, we can't afford

vacant land across from 15th street. Also, we are not able to modify the sidewalk off of Ave V on our existing property to create parking spaces per city codes.

Third, we want to be treated as equally as our neighbors for parking. Our neighbor, 2202 Apartments located catty-corner to us, which was built 1964, has 16 units. Based on the city planning parking formula, it should have 28 parking spaces (16X1.5+16/4=28). However, it only has 12 parking spaces and it is coded as straight A1. Also, the R-2 duplexes around the neighborhood should have 3 or 4 parking spaces at minimum. However, most of them only have 1 parking space. Our building was built in 1950, close to the year the 2202 Apartment was built. Based on the parking formula, we should have 13 parking spots if we want to rent downstairs (6X1.5+2+7/4=13). However, we only have 5 parking spaces. The 13 required is double of 5 plus 3, which is slightly better than the 28 required of 2202 Apartments which is double of 12 plus 4. Therefore, we should be treated like our neighbors and granted as straight A1 as well.

Finally, we have built a close and small community that easily helps us identify tenants' cars and eliminate unknown ones. Out of the 39 tenants in the past, 22 are PhD students (See Table 1 on Page 7). They are dedicated to school and mature to act as good renters. Our small-family-style community is often called "peaceful and quiet" by our tenants.

Clark Apartments is like our baby. It became our first home and property after we got married. We have been striving to improve the building and providing a great service to our tenants. We know each tenant in person. We greet our tenants and check on them whenever we see them. We have an annual pre-Thanksgiving event to show our hospitality and share diverse cultures (See Attachment 4 on Pages 28-29). In support of the relationships that we form and maintain with our residents, we have included a letter by a previous tenant speaking on our behalf and expressing his gratitude towards us (See the Attachment 5 on Page 30). So far, every tenant rated us 5 stars on Google except my husband rated us 4, which is a great reflection that we always have room to improve.

Thank you for listening and considering our hardship about meeting the parking requirement. As a school teacher and soon-to-be professor, I have contributed to our community and made it better with my husband who was also a school teacher. Changing from "A-1 specific" to "A1" will greatly help us continue contributing to our community and make it a better place as individuals, not a big corporation.

Thank you for your time listening to our story. We look forward to your support!

Dr. Ni Wang Clark

09.01.2022

Building permit

Attachment 1

Manage Permit Search

8782-ALTC (2123 15TH ST LUBBOCK, TX 794013718)

NEW PERMIT

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts
- Fees (3)
- Bonds
- Activities

Construction Type

Occupancy

Hold and Flag Info

Building Codes

(Uniform Code:) 2009 IECC INTERNATIONAL ENERGY CONSERVATION CODE
(Date) 03/01/2012
(Uniform Code:) 2006 IBC INTERNATIONAL BUILDING CODE
(Date) 04/15/2010
(Uniform Code:) 2009 IMC INTERNATIONAL

Import Notes

1ST FLOOR ALTERATION TO APARTMENT BUILDING. EXISTING SHELL SPACE TO BE CONVERTED INTO APARTMENT UNIT FOR OWNER ONLY AND STORAGE WORKROOM . LAUNDRY, FOLDING AREA AND RESTROOM SPACE FOR TENANTS ONLY. NO DEMOLITION REQUIRED AREA IS VACANT. NO FIRE SPRINKLER REQUIRED BECAUSE NO ALTERATION TO SECOND FLOOR. FIRE MARSHALL SIGN OFF ON 1 HOUR SEPARATION REQUIRED ONLY AT CEILING OF 1ST FLOOR. RANDY HENSON APPROVAL OF APARTMENT AND LAUNDRY AREA FOR TENANTS WITH LETTER FROM OWNER THAT HE (OWNER) WILL NOT RENT OUT APARTMENT OR CHANGE STORAGE ROOM TO ANY OTHER USE.

Director of Planning

this permit allowed for the Bottom unit to be used as living space occupied by the owner only

First Reading
June 26, 2007
Item No. 5.2

Second Reading
July 12, 2007
Item No. 5.1

4

ORDINANCE NO. 2007-00060

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2072-A; A ZONING CHANGE FROM A-2 LIMITED TO CHURCH AND CHURCH RELATED USES TO A-1 SPECIFIC USE FOR APARTMENTS WITH REDUCED PARKING ON LOT 12, BLOCK 52, OVERTON ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; 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 29-29 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. 2072-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning from **A-2 limited to a church and church related uses** to **A-1 Specific Use** for **apartments with reduced parking** under provisions of Section 29-24 of the Code of Ordinances of the City of Lubbock on Lot 12, Block 52, Overton Addition, City of Lubbock, Lubbock County, Texas, located at **2123 15th Street**, subject to conditions.

A1 ~~SPEC USE~~

Attachment 2. 1 5

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **That all of the six units on the second floor shall meet a level of the construction and fire codes as determined acceptable by the Building Official and fire Marshall;**

2. **The first floor shall be used only in the following manner:**

   - **The area may be partitioned with a door installed in each partitioned space as storage for the unit above.**

   - **The first floor may remain unused. Doors and windows shall be blocked as approved by the Building Official. The area may be used for storage of equipment related to the maintenance of the facility only and fire ratings shall comply as approved by the Building Official. The area shall not be used for any public or social gathering for either the residents or general public.**

3. **That the exterior of the building be painted and/or enhanced with regard to appearance; and**

4. **That the curb on Avenue V shall be replaced, the parkway and private portion of the parcel adjacent to Avenue V shall be landscaped, and the sidewalk shall be approved by the Building Official as acceptable or repaired to an acceptable condition.**

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 29-24 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 **A-2 limited to a church and church related uses** 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 **29-24 (c) (24)** of Codified Zoning Ordinance No. 7084 on the property described as **Lot 12, Block 52, Overton Addition**, 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

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 this 26th day of June, 2007.

Passed by the City Council on second reading this 12th day of July, 2007.

DAVID A. MILLER, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

APPROVED AS TO FORM:

Linda L. Chamales
Senior Attorney Office Practice

vw/cityatt/Linda/ZoneCases/ZC2072-A
June 27, 2007

Table 1. Tenants lease term, nationality, occupation, parking by unit

Unit #	Name	Lease term	Parking	Occupation
A	Roman	08.22.2012-08.31.2013	car	nurse student
A	Miriam	08.15.2013-06.30.2019	car	PHD student
A	Yanjun	07.01.2019-07.31.2022	car	full-time mom
A	Samodh	08.24.2022-07.31.2023	no car	Lecturer
B	Debbie	03.01.2012-2.29.2016	car	nurse
B	Hassan	03.08.2016-7.31.2017	no car	PHD student
B	Uriri Lulu	08.26.2017-8.31.2018	car	PHD student
B	Herbert	07.01.2018-07.01.2020	car	PHD student
B	Iryna	08.10.2020-7.30.2022	no car	PHD student
B	Marjan	07.15.2022-07.31.2023	no car	PHD student
C	Yuying	08.19.2012-08.31.2013	car	visiting professor
C	Edward	08.01.2014-07.31.2017	car	bachelor student
C	Azri	07.01.2017-12.31.2018	no car	master student
C	Boddan	01.01.2019-05.20.2021	no car	PHD student
C	Yusuf	05.21.2021-07.31.2022	no car	PHD student
C	Saad	08.01.2022-07.31.2023	no car	PHD student
D	Matt	08.20.2012-12.31.2012	car	bachelor student
D	Julio	01.18.2013-08.31.2016	no car	PHD student

D	Khubaib	09.15.2016-12.31.2016	no car	PHD student
D	Usman	01.01.2017-06.30.2017	no car	PHD student
D	Edwin	07.01.2017-06.30.2019	car	bachelor student
D	Yanhong	08.12.2019-07.31.2020	car	PHD student
D	Alisha	07.01.2021-07.31.2022	car	master student
D	Susan	08.23.2022-07.31.2023	car	school teacher
E	Lyle	08.23.2012-12.15.2012	car	bachelor student
E	Daniela	08.11.2013-01.31.2015	no car	master student
E	Khubaib	08.23.2015-08.31.2016	no car	PHD student
E	Yong	08.21.2016-07.31.2017	car	PHD student
E	Haining	09.01.2017-08.31.2018	car	PHD student
E	Johnson	07.15.2018-07.31.2020	no car	PHD student
E	Ethan	08.09.2021-07.31.2022	car	working young man
E	Elaheh	08.01.2022-07.31.2023	no car	PHD student
F	owners	03.01.2012-04.01.2014	car	
F	Taguchi	04.25.2014-03.31.2015	no car	visiting scholar
F	Noris	08.01.2015-07.31.2016	car	bachelor student
F	Drey	08.21.2016-12.31.2016	car	bachelor student
F	Edwin	01.01.2017-06.30.2017	car	bachelor student
F	Christopher	08.01.2017-12.31.2017	no car	PHD student
F	Hong	02.01.2018-01.31.2019	no car	PHD student

F	Christopher	08.01.2019-07.31.2020	no car	PHD student
F	Ali	08.30.2020-07.31.2022	car	PHD student
F	Orson	07.01.2022-12.31.2022	car	bachelor student

Table 2. Tenants parking by school year

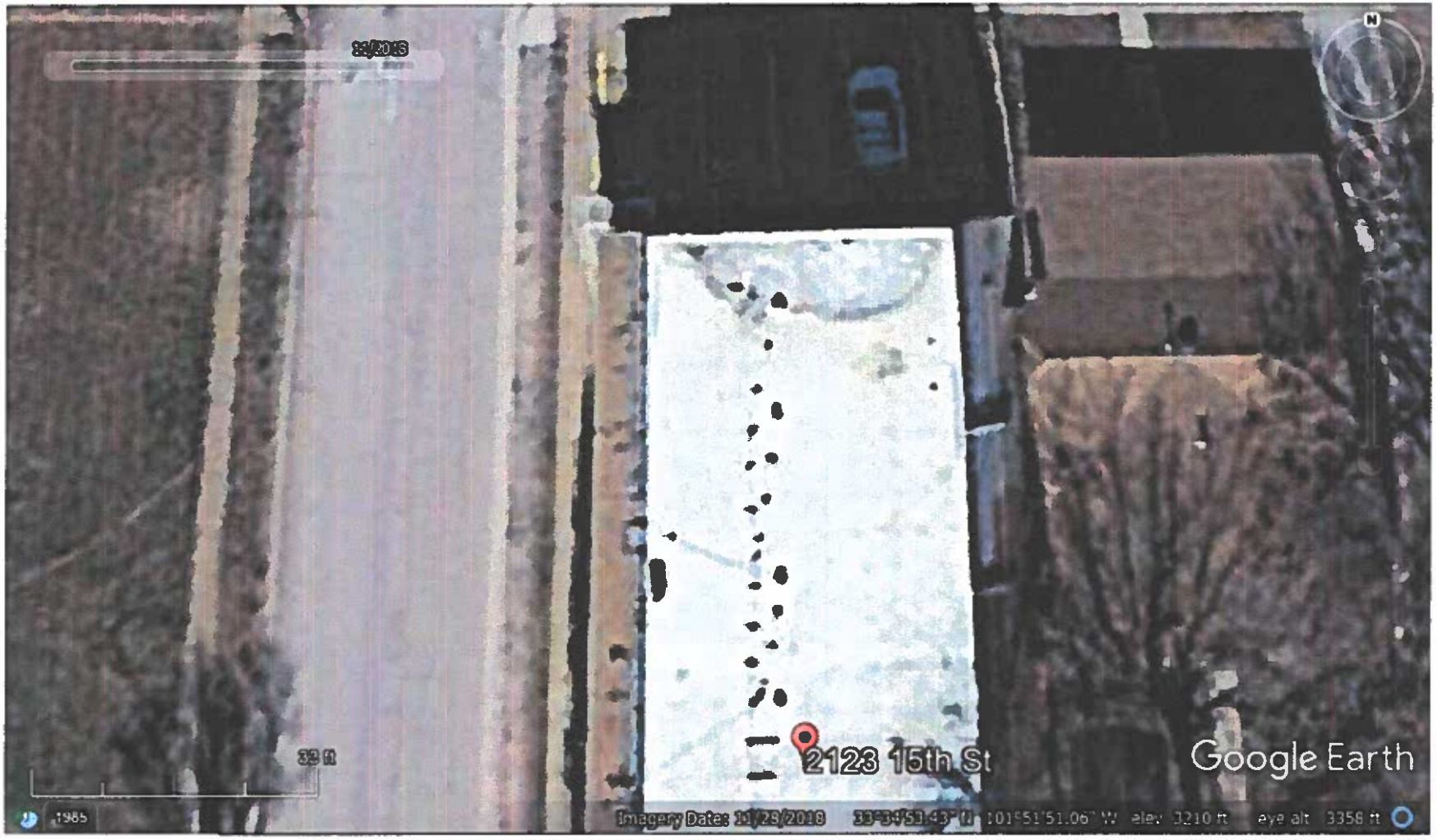
Year	Unit A	Parking	B	Parking	C	Parking	D	Parking	E	Parking	F	Parking	car proportion
2012-2013	Roman	car	Debbie	car	Yuying	car	Matt	car	Lyle	car	owners		5/5
2013-2014	Miriam	car	Debbie	car			Julio	no car	Daniela	no car	owners		3/5
2014-2015	Miriam	car	Debbie	car	Edward	car	Julio	no car	Daniela	no car	Taguchi	no car	3/5
2015-2016	Miriam	car	Debbie [redacted]	car	Edward	car	Julio	no car	Khubaib	no car	Noris	car	4/5
2016-2017	Miriam	car	Hassan	no car	Edward	car	Khubaib [redacted]	no car	Yong	car	Edwin	car	4/5
2017-2018	Miriam	car	Uriri Lulu	car	Azri	no car	Edwin	car	Haining	car	Christopher	no car	4/5
2018-2019	Miriam	car	Herbert	car	Boddan	no car	Edwin	car	Johnson	no car	Hong	no car	3/5
2019-2020	Yanjun	car	Herbert	car	Boddan	no car	Edwin	car	Johnson	no car	Christopher	no car	3/5
2020-2021	Yanjun	car	Iryna	no car	Boddan	no car	Yanhong	car	Johnson	no car	Ali	car	3/5
2021-2022	Yanjun	car	Iryna	no car	Yusuf	no car	Alisha	car	Ethan	car	Ali	car	4/5
2022-2023	Samodh	no car	Marjan	no car	Saad	no car	Susan	car	Elaheh	no car	Orson	car	2/5



(02.20.2017, 3 cars; the red circled is the owner's truck)



(11.28.2018, 1 car)



(11.28.2018, close up, 1 car)



(02.05.2021, 3 cars)



(02.05.2021, close up, 3 cars; the red circled is the owner's truck)

Fire Marshall Report

INSPECTION REPORT

LUBBOCK FIRE MARSHAL'S OFFICE
1601 Mac Davis Lane, Lubbock, TX 79401
806-775-2646 FAX 806-775-3508

April 23, 2014

Business Name		Manager	
Clark Apts		Josh Clark	
Address	Suite #	Phone Number	
2123-15 th St			
Occupancy Type	Reason for Inspection	Inspection Type	Inspection Result
Residential	Final Fire Inspection	Re-Inspection	Passed

1	Address
2	Aisles
3	Alarm System
4	Building Repairs
5	Burning Permit
6	Chemicals
7	Combustibles
8	Commercial Vent Hood
9	Doors
10	Fire Lane
11	Electricity
12	Emergency Lighting
13	Exit Lights/Signs
14	Exits
15	Extinguishers
16	Fire Door
17	Firewalls/Enclosures
18	Flame-proofing
19	Flammable Liquids
20	Paint Spraying
21	Fixed Ext. System
22	Heating
23	Smoke Detectors
24	Sprinklers
25	Stairs
26	Standpipe-Hose Cabinet
27	Other
	TOTAL VIOLATIONS:

D-Deficiencies, correct as soon as possible
V1-Immediate actions taken
V2-10 days to correct
V3-10 days to initiate correction

CITATIONS MAY BE ISSUED FOR FAILURE TO COMPLY

Remarks:

9 - Main exterior exit is a single glass door. This is an R-2 occupancy type. The door may have to be a rated door since it is on the exterior of the building and glass can not be fire rated as apart of the entire wall assembly.
Please contact the Building Official regarding this exterior door to the apartment.

Also follow up with building officials office regarding the finish out of the exterior door on storage area on north end of the building. Completely seal door.

15- good, maintain an annual inspection by a licensed company
23-good, interconnected through out rooms and hallways leading to sleeping areas.
11-labeled electrical panel, good
27- small gaps in heater closet shall be filled in completely

Pass - pending building officials approval of exterior doors mentioned above

Final Fire Inspection
Submittal to Building Official Required for Final Certificate of Occupancy

Owner or Representative

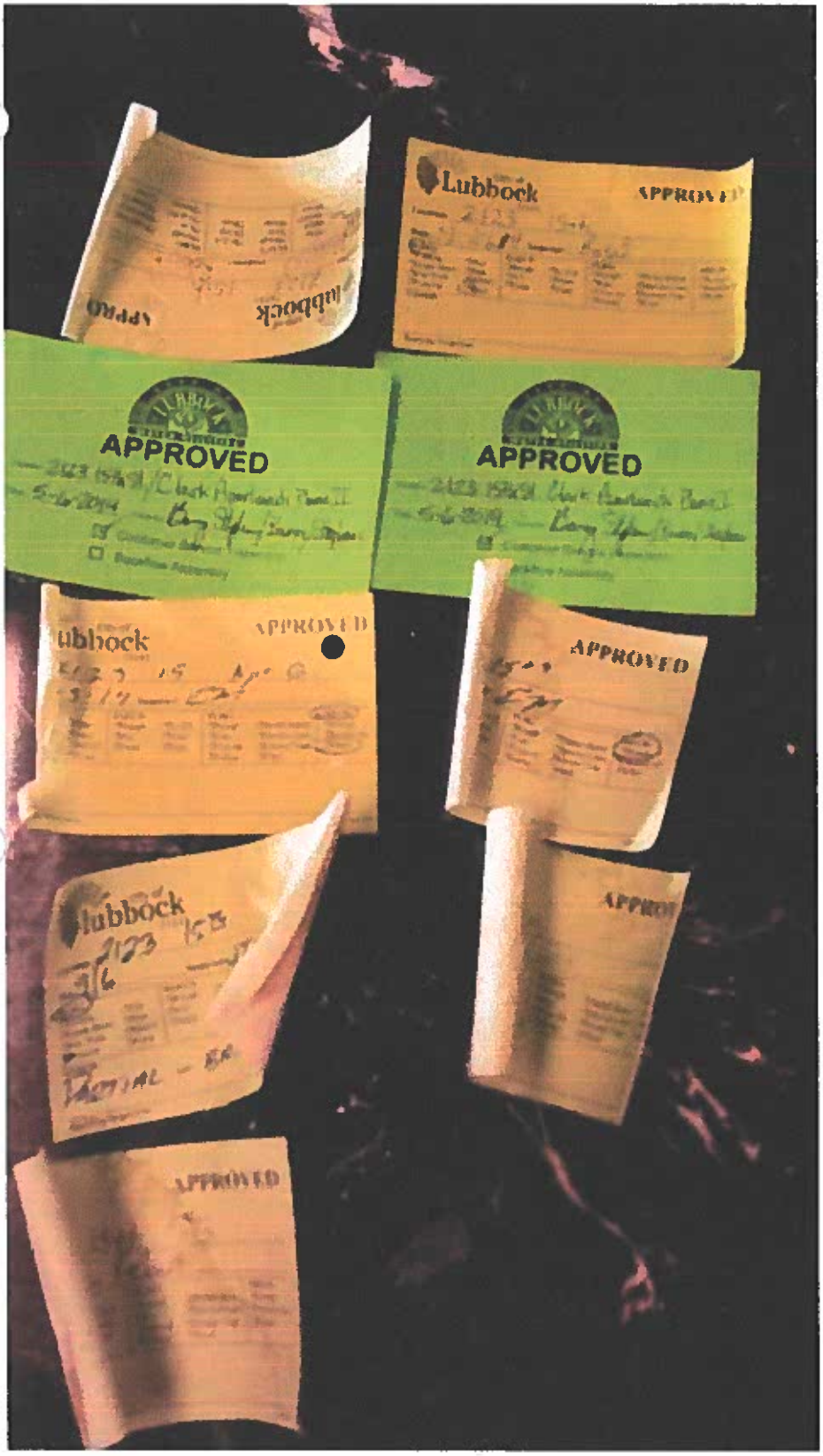
Inspector - Alan Martin-122114

Curb and landscape





Permits from the city


Lubbock
APPROVED
APPROVED
APPROVED
APPROVED
APPROVED
APPROVED

Attachment 3. Bicycle area inside of the building. Tenants' bikes.



Attachment 4. Annual Pre-thanksgiving Event







(Herbert in yellow who wrote a letter to the Board on our behalf)

Attachment 5. A letter to Board members from a renter

Dear Board Members,

I write this letter to speak of the great experiences I have had living at Clark Apartments. I was a single parent raising a daughter and finding Clark Apartments provided me an opportunity to have her attend one of the better schools in the Lubbock Independent School District. While living at Clark Apartments, there were many community activities such as planting and growing vegetables, Thanksgiving dinners, exercising, and excursions. The landlords, Joshua and Sharon Clark, were always hospitable and easy to speak with when it came to having issues about life or the apartment. I only had one incident to notify the landlord about the apartment and that was due to my chair denting a hole in the wall along the baseboard. As soon as I notified Joshua Clark, repairs were done within the same day. That is the type of dependability that tenants can rely on.

Having landlords such as Joshua and Sharon Clark are difficult to find these days. They both will take the time to speak with the tenants and make everyone feel welcomed to be a part of the community. As mentioned earlier, growing vegetables was an experience that my daughter enjoyed because it involved planting seeds or bulbs during specific months and giving it time to grow before harvesting them from the plant beds or garden to eat. Mrs. Clark often offered freshly grown vegetables to tenants from the garden. She offered space for tenants to grow their own vegetables.

Every Thanksgiving, the Clarks would prepare a huge feast that feed every tenant as well as friends and family that chose to accept the invitation to come to the Thanksgiving dinner. When it came to exercising, some of the tenants along with Mrs. Clark would go down to play basketball either at the community center down the street or at the university campus. Majority of the tenants are Texas Tech University graduate students and that provides a secure place to call home while studying at Texas Tech University.

Another advantage of living at Clark Apartments is Joshua Clark's ability to build items for tenants. I recall an incident where I had to teach online classes and I had mentioned to Mr. Clark that I was trying to find a structure to hang a green screen on. Before the structure I ordered arrived, Mr. Clark built a sturdy rolling structure to hang my green screen which resulted in my cancelling my order and saving some funds. There have been other times where the other tenants, my daughter, and I went on picnic to visit areas that we were unaware existed in the area. We visited Pumpkin Patches and Christmas light shows in other neighborhoods as a community. There are not many landlords that would take time to do that with tenants. Most landlords are only concerned with payments on the first and the fifth of the month. I am grateful for the opportunity to have been a member of the community. My daughter met kids her age because of the outings and events. The biggest takeaway is that she experienced something unique from the landlords. They showed the value of being an active member in the community to build a better community. She will take the lessons learned and apply them in the future in her future endeavors.

I would recommend Clark Apartments to anyone moving to Lubbock to attend Texas Tech University. The landlords are awesome people and do all they can to help others. Thank you for taking a moment to read this letter. Have a great day!!

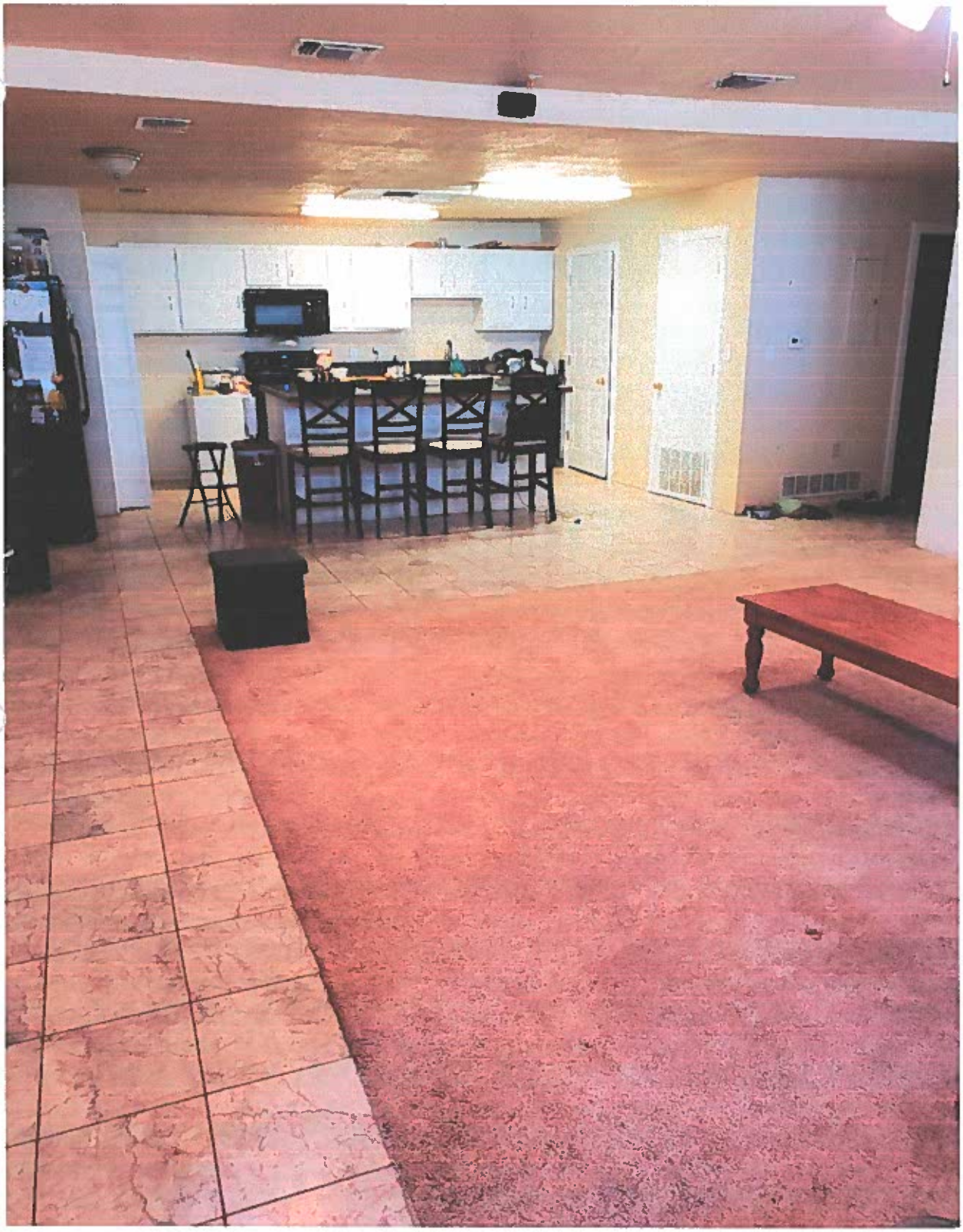
Best regards,

Herbert [redacted] (Former Tenant)

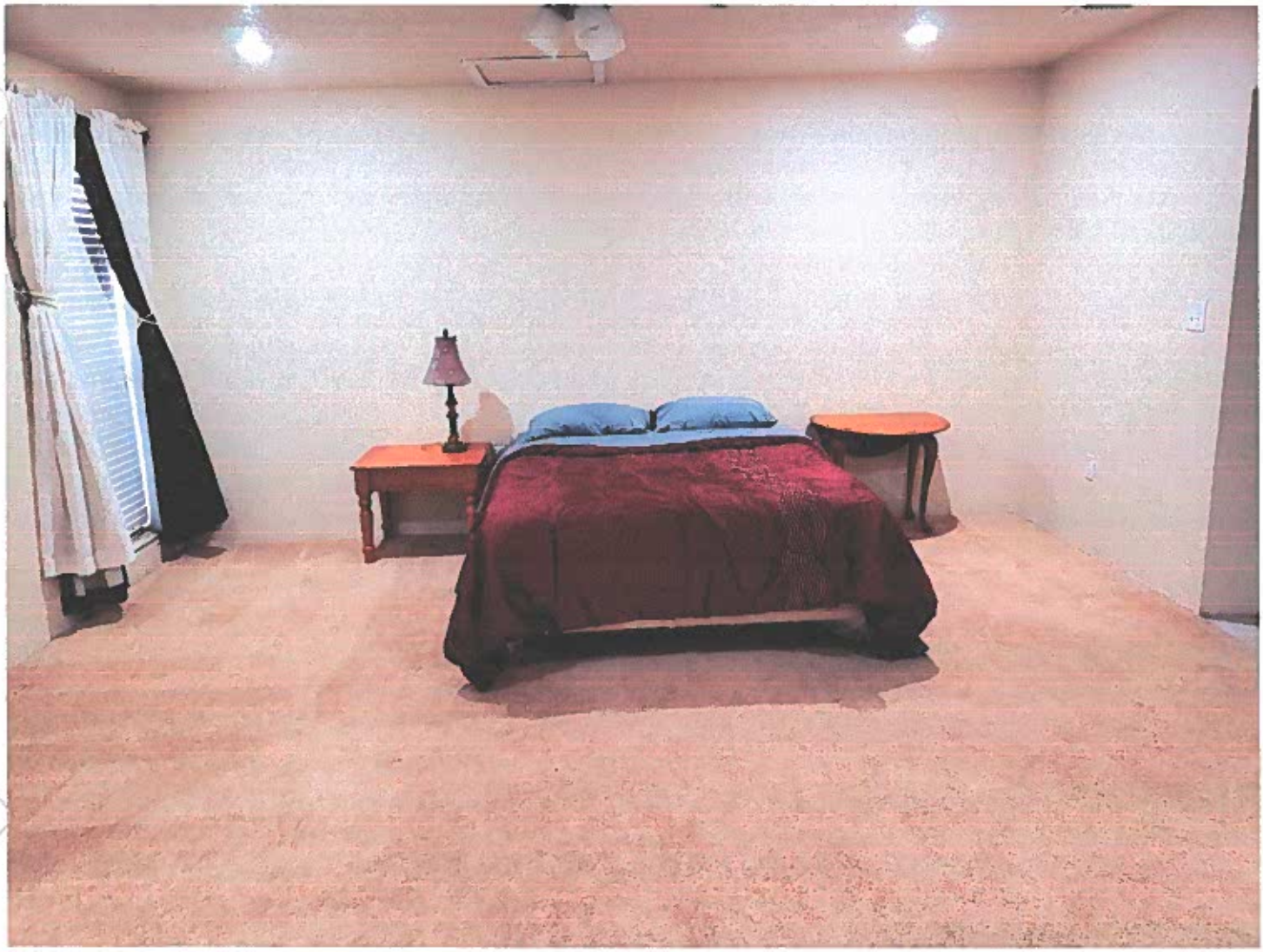
Attachment 6. Downstairs photos



(Living room)



(Living room and kitchen)



(Master bedroom)



(Guest bedroom)

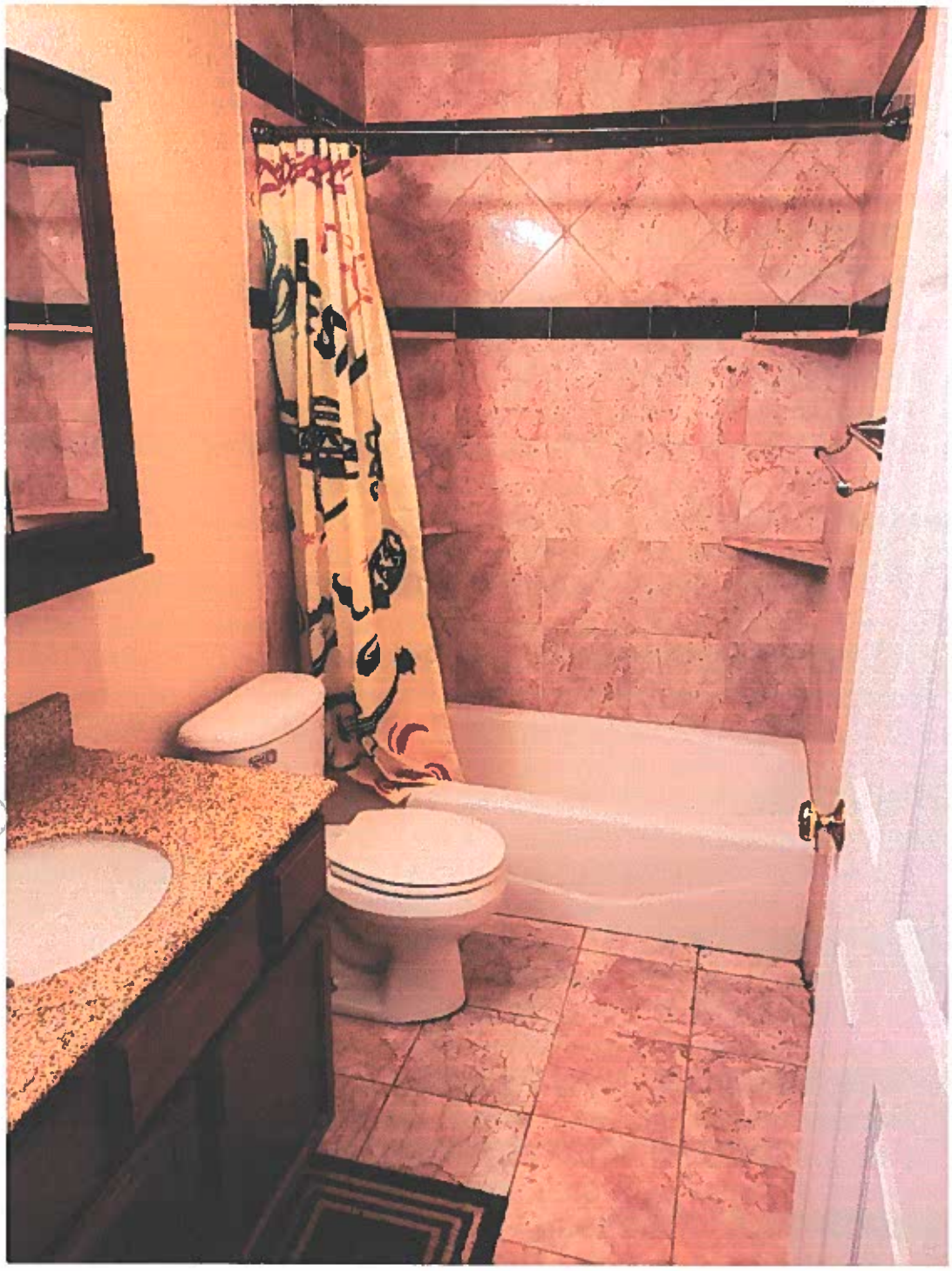


(Study room)





(master's bedroom)



(Guest's bedroom)

AI# 11010
Regular City Council Meeting
09/27/2022:

6. 5.

Information

Agenda Item

Public Hearing - Planning (District 1): Consider a request for Zone Case 3470, a request of Rise Broadband for Gerald and Lorraine Schulte, for a Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26, 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 September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3470
Staff Report 3470
Documentation 3470

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. 3470; A ZONING CHANGE FROM T TO T SPECIFIC USE FOR ANTENNAS, TOWERS AND ALTERNATIVE TOWER STRUCTURES, AT 5309 EAST ERSKINE STREET, LOCATED NORTH OF EAST ERSKINE STREET AND WEST OF NORTH FIDDLEWOOD AVE, ON 0.50 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 26, 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. 3470

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 **T Specific Use** for **Antennas, Towers and Alternative Tower Structures** zoning district at **5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26**, 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

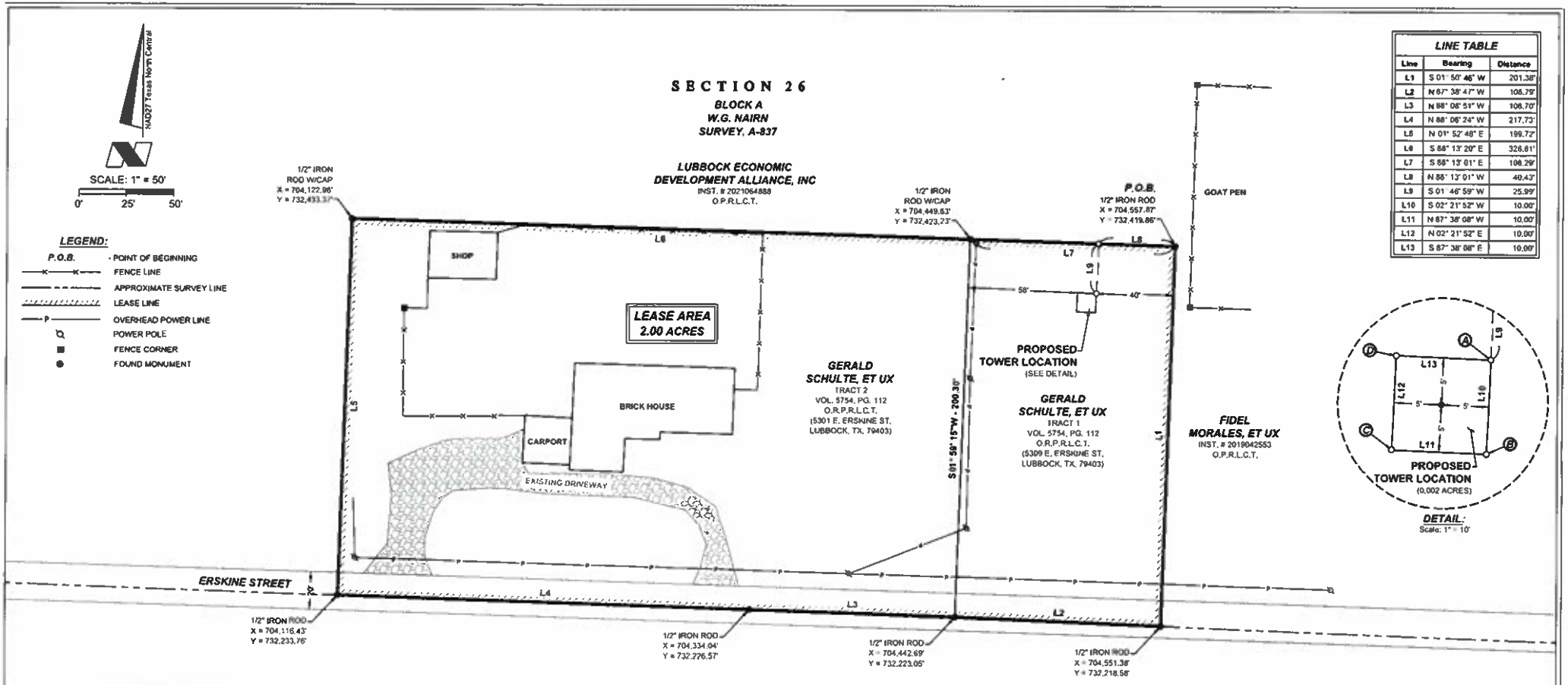
APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3470
September 1, 2022



LINE TABLE		
Line	Bearing	Distance
L1	S 01° 59' 46" W	201.38'
L2	N 87° 38' 47" W	108.79'
L3	N 88° 08' 51" W	108.70'
L4	N 88° 06' 24" W	217.73'
L5	N 01° 52' 48" E	199.72'
L6	S 88° 13' 29" E	326.81'
L7	S 88° 13' 01" E	108.29'
L8	N 88° 13' 01" W	40.43'
L9	S 01° 46' 59" W	25.99'
L10	S 02° 21' 52" W	10.00'
L11	N 87° 38' 08" W	10.00'
L12	N 02° 21' 52" E	10.00'
L13	S 87° 38' 08" E	10.00'

COORDINATE TABLE					
	NAD27 TxNC		NAD83/2011		NAVD(88)
PT	Northing	Easting	Latitude	Longitude	Elevation
A	732,395.14'	704,516.65'	33° 36' 27.90" N	101° 45' 23.48" W	3,178.9'
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D	732,395.56'	704,506.66'	33° 36' 27.90" N	101° 45' 23.59" W	3,179.1'

C. H. Fenstermaker & Associates, LLC
16340 Park Ten Place
Suite 165
Houston, TX 77084
713-840-9995
TX Firm 100795-01

REVISIONS	
06/08/2022	REVISED ADDRESS
FIELD BY: CLL	FIELD BOOK: 8179/46
DRAWN BY: MKC	PROJ. MGR.: BLH
DATE: 05/20/2022	
JOB# 2224907.00C	SHEET 1 OF 2
FILENAME: EX-RB LUBBOCK TOWER 2.00 ACRES LEASE.DWG	

FOR THE EXCLUSIVE USE OF
RISE BROADBAND
I, John Legere, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

John Legere
Registered Professional Land Surveyor
Registration No. 6698
June 8, 2022

STATE OF TEXAS
REGISTERED
JOHN LEGERE
6698
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. Lease Lines and Deed Lines shown hereon were established from field measurements and record data. Mineral title information and record data shown hereon was furnished by Rise Broadband and/or their agent(s). This plat does not meet the requirements for boundary surveys in the State of Texas and shall not be used to convey title to real property.

2. All bearings, distances, areas, and coordinates refer to the Texas Coordinate System of 1927, North Central Zone. US Survey Feet. Elevations refer to the North American Vertical Datum of 1988 and are derived from static and kinematic GPS observations unless noted otherwise.

3. Texas maintains information centers that establish links between those who dig (excavators) and those who own and operate underground facilities (operators). It is advisable for the contractor to contact the center for assistance in locating and marking underground utilities. For guidance, contact Texas811 (www.texas811.org).

4. Abstract lines shown were obtained from the Texas Natural Resources Information System, Original Texas Land Surveys dataset and have not been field verified.

5. See sheet 2 of 2 for corresponding field notes.

EXHIBIT SHOWING A
2.00 ACRES LEASE
RISE BROADBAND
UPON THE PROPERTY OF
GERALD SCHULTE, ET UX
SITUATED IN
SECTION 26, BLOCK A
W.G. NAIRN SURVEY, A-837
LUBBOCK COUNTY, TEXAS

Planning Department
City of Lubbock

Staff Report	Zone Case 3470
City Council Meeting	September 27, 2022

Applicant Rise Broadband

Property Owner Schulte, Gerald & Lorraine

Council District 6

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- August 24, 1984, Ordinance No.8649: This property was annexed into city limits and zoned Transition District (T).
- September 1, 2022, Zone Case 3470: The Planning and Zoning Commission recommended approval for a Specific Use for Antennas, Towers and Alternative Tower Structures by a vote of 8-0-0

Notification Summary
- Notifications Sent: 5
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
The subject property consists of 0.5 acres of land out of Block A, Section 26. This property is currently vacant.

Adjacent Property Development
To the north, south, and west is vacant land zoned Transition District (T). There is additional vacant land to the east currently outside city limits.

Zoning Request and Analysis
Item Summary
The subject property is addressed as 5309 East Erskine Street, north of Erskine Street and west of North Fiddlewood Avenue. The applicant is requesting a Specific Use for Antennas, Towers and Alternative Tower Structures.

Current zoning: **Transition District (T)**

Requested zoning: **Specific Use for Antennas, Towers and Alternative Tower Structures**

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 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."

Traffic Network/Infrastructure Impacts

The property is located north of East Erskine Street and west of North Fiddlewood Avenue, both of which are designated as Principal Arterials. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

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 appropriate on property zoned T.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and should not require additional public improvements to support the intensity of this use.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Photos
F. Application and Supporting Documentation

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3470

Allowable Uses: Transition District (T) and Specific Use

Transportation: The proposed development has a point of access from East Erskine Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
East Erskine Street, *Principal Arterial (Modified)*	R.O.W. 28 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 1

5.4 **Zone Case 3470:** Rise Broadband for Gerald and Lorraine Schulte

Request for Specific Use for Antennas, Towers and Alternative Tower Structures on property zoned Transitional (T) at:

- 5309 East Erskine Street, located north of East Erskine Street and west of North Fiddlewood Ave, on 0.50 acres of unplatted land out of Block A, Section 26.

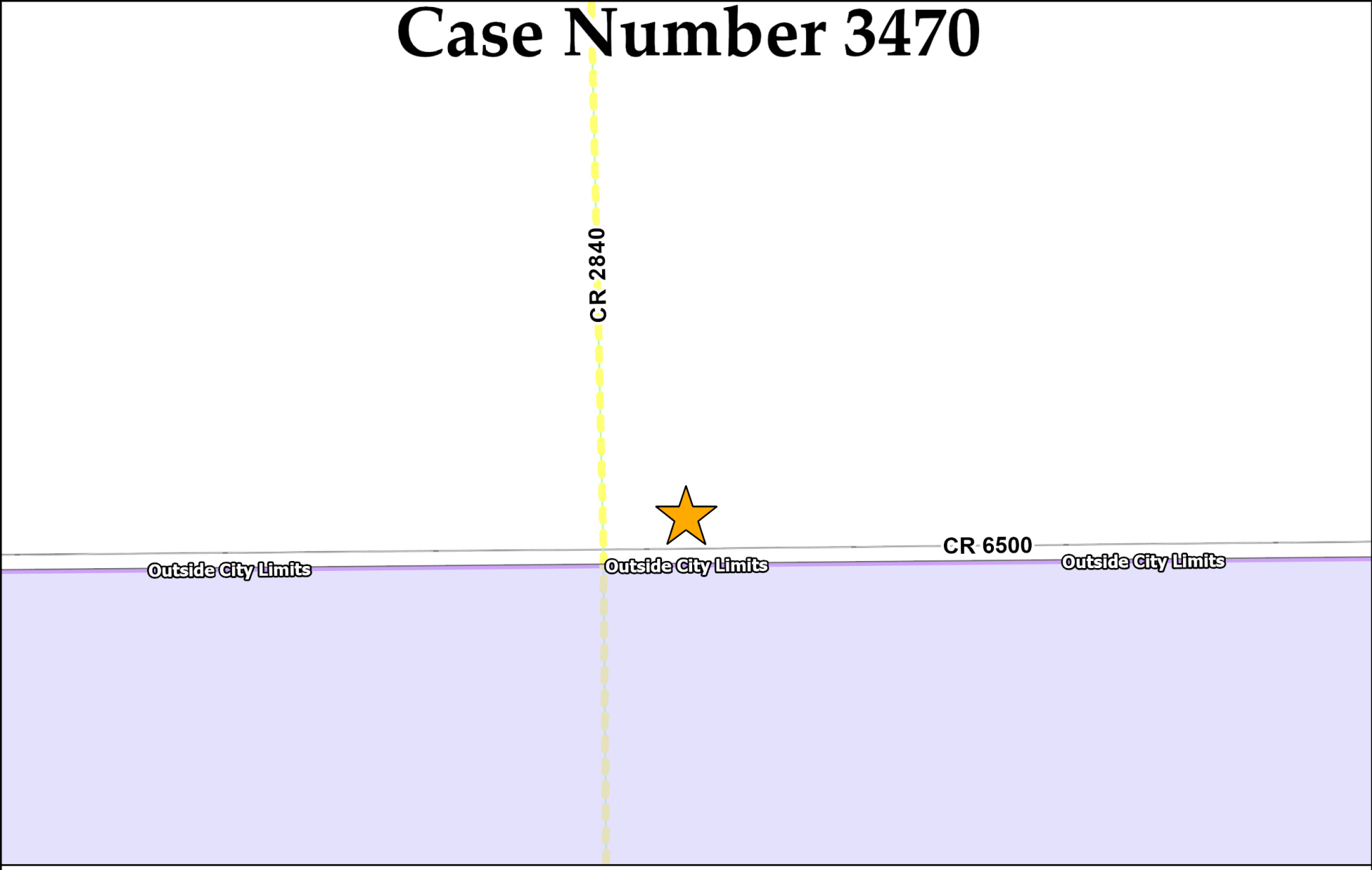
PLANNER CASSIE BERMEA stated there were five (5) notifications sent out with zero (0) returned. Staff shared the location of the property including pictures, and maps discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT was in attendance and did not wish to add anything else.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 3470**, a motion was made by **JAMES BELL** and seconded by **TANNER NOBLE** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3470



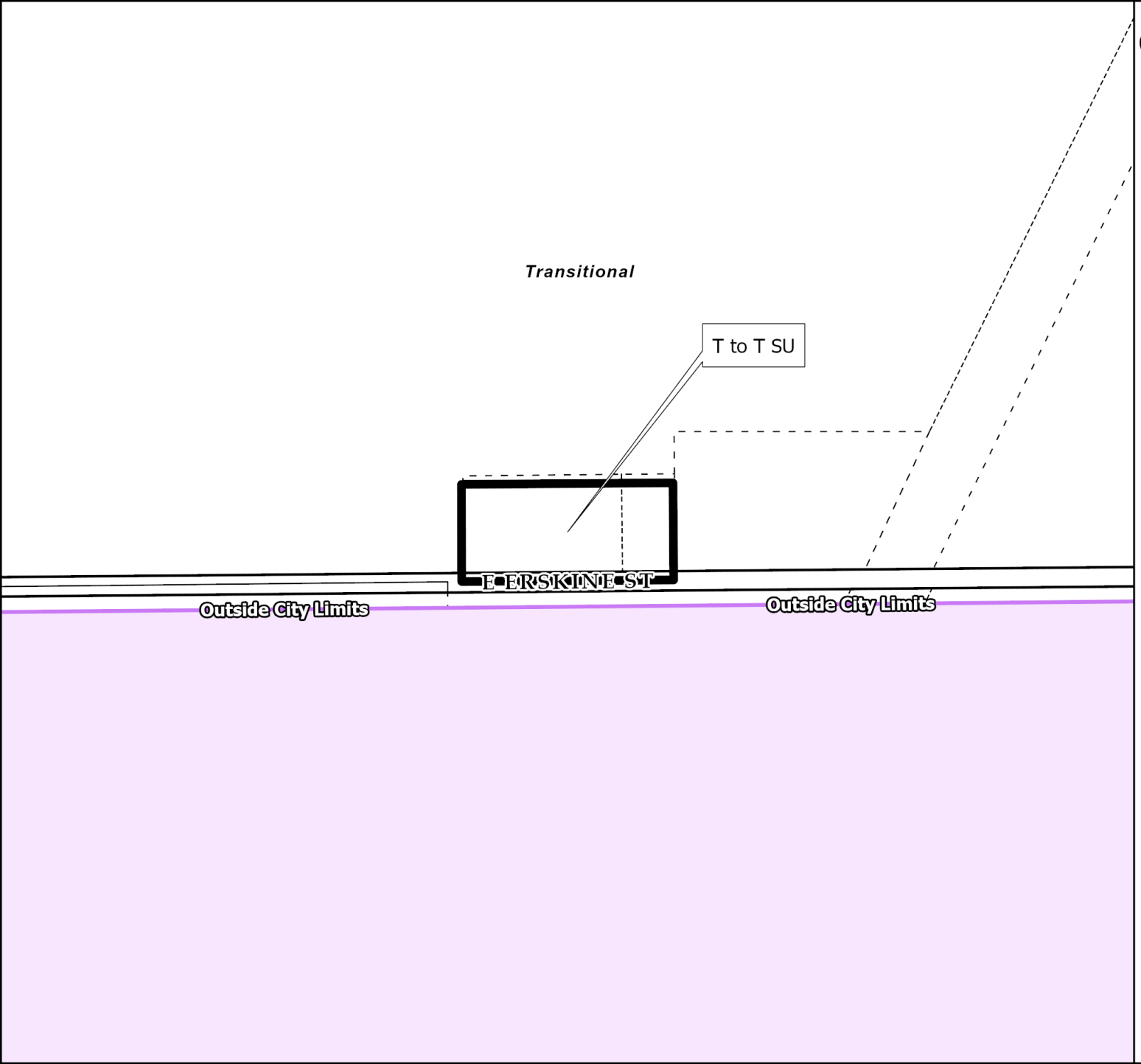
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

Case Number 3470





Current Zoning

3470

Zoning Districts

Transitional

N

0 100 200 300

Feet

City of Lubbock TEXAS

Date Exported: August 2022



West View.



East View.



North View.



South View.

3470

City of Lubbock TEXAS

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5309 E Erskine St, Lubbock, TX 79403

Lots/Tracts: R76191, R335693

Survey & Abstract: Blk A, Sec 26, Abstract 837, Tr C2B and BLK A SEC 26 AB 837 TR C1 & C2A AC: 1.5

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 2.0

Existing Land Use: Unknown Existing Zoning: Transitional

Requested Zoning: Specific Use - Towers

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Rise Broadband

Name: Katherine L Colvin, Contracts Manager

Address: 61 Inverness Drive E, Ste 250 City: Englewood State: CO

ZIP Code: 80112 Telephone: 720-842-7010 Email: kcolvin@risebroadband.com

Applicant's Signature: Katherine L. Colvin

Date: 7/28/2022 Printed Name: Katherine L. Colvin

Owner Information

Firm Name: N/A

Owner: SCHULTE, GERALD & LORRAINE

Address: 5301 E Erskine Street City: Lubbock State: TX

ZIP Code: 79403 Telephone: 732-728-0740 Email: n/a

Property Owner's Signature:

Date: 7/28/2022 Printed Name: Gerald Schulte & Lorraine Schulte

Preparer Information

Preparer's Signature: Katherine L. Colvin

Date: 7/28/2022 Printed Name: Katherine L. Colvin

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

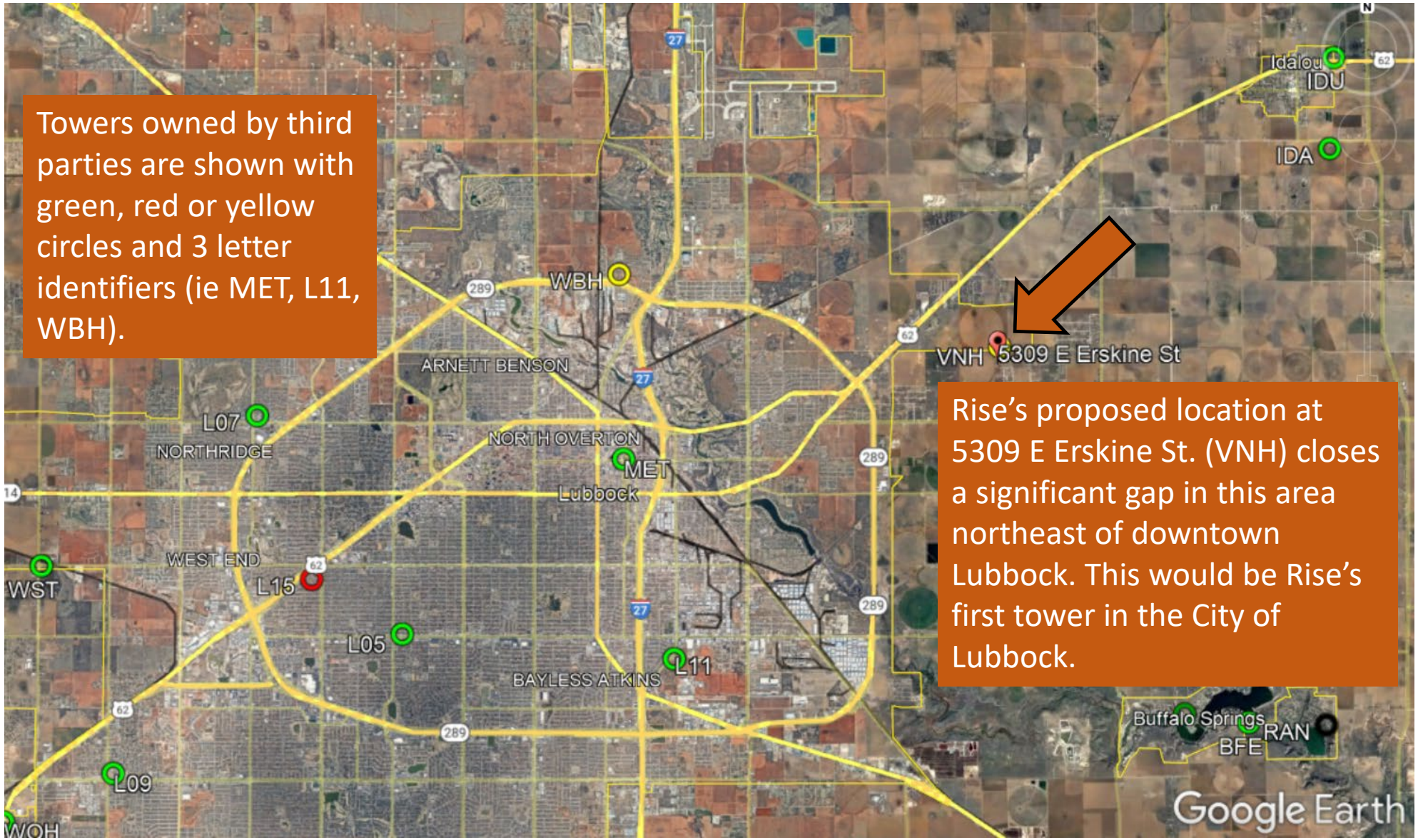
Request for zoning change from: To:

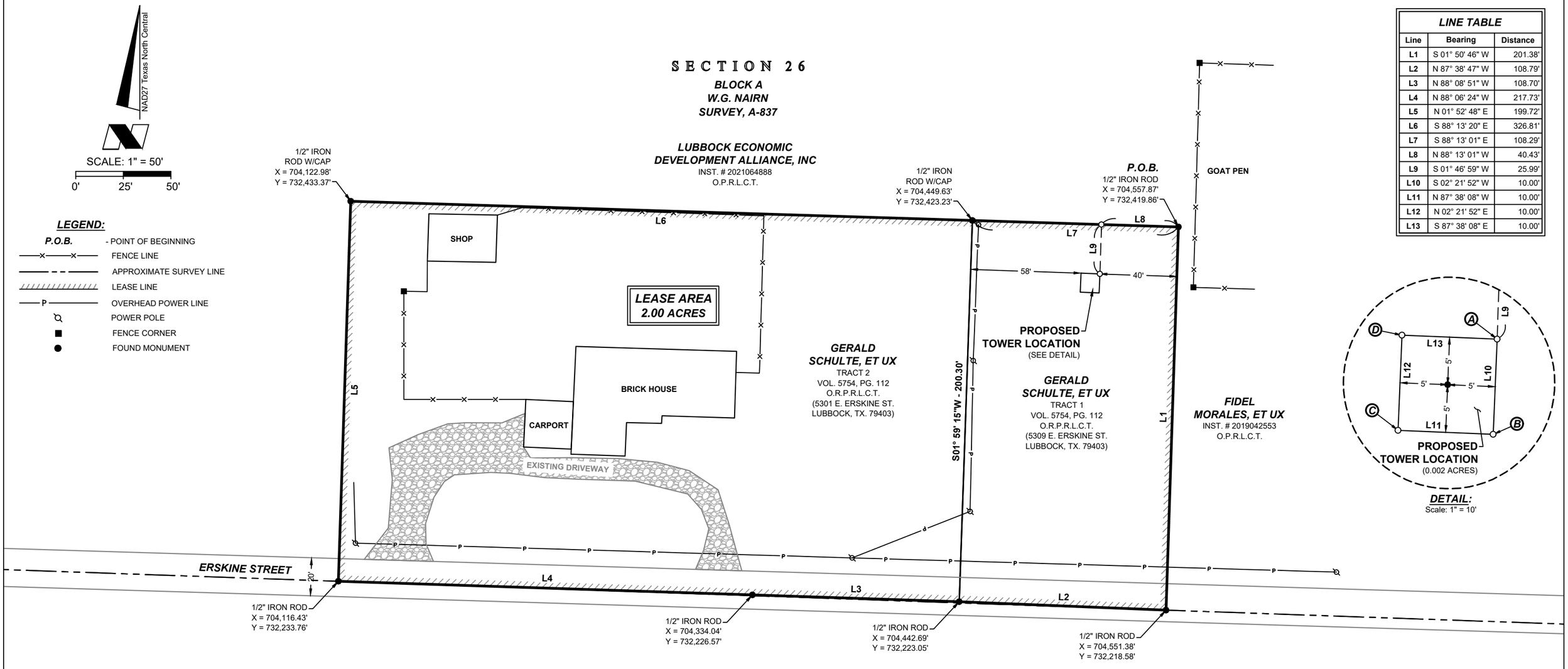
Lots: Blocks:

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.

Availability of suitable existing towers or other structures





LEGEND:

P.O.B.	- POINT OF BEGINNING
	FENCE LINE
	APPROXIMATE SURVEY LINE
	LEASE LINE
P	OVERHEAD POWER LINE
	POWER POLE
	FENCE CORNER
	FOUND MONUMENT

LINE TABLE

Line	Bearing	Distance
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L2	N 87° 38' 47" W	108.79'
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SECTION 23
BLOCK A
J.H. GIBSON
SURVEY, A-49

FENSTERMAKER
C. H. Fenstermaker & Associates, LLC
16340 Park Ten Place
Suite 165
Houston, TX 77084
713-840-9995
TX Firm 100285-01

REVISIONS	
06/08/2022	REVISED ADDRESS

FIELD BY: CLL	FIELD BOOK: 8179/46
DRAWN BY: MKC	PROJ. MGR.: BLH
DATE: 05/20/2022	
JOB#: 2224907.00C	SHEET 1 OF 2
FILENAME: EXHIBIT_LUBBOCK_TOWER_2.00_ACRES_LEASE.DWG	

FOR THE EXCLUSIVE USE OF
RISE BROADBAND
I, John Legere, Registered Professional Land Surveyor, do hereby state the above plat to be true and correct to the best of my knowledge.

John Legere
Registered Professional Land Surveyor
Registration No. 6698
June 8, 2022

STATE OF TEXAS
REGISTERED
JOHN LEGERE
6698
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT SHOWING A 2.00 ACRES LEASE RISE BROADBAND

UPON THE PROPERTY OF
GERALD SCHULTE, ET UX
SITUATED IN
SECTION 26, BLOCK A
W.G. NAIRN SURVEY, A-837
LUBBOCK COUNTY, TEXAS

SITE NUMBER:
FY21-1163

SITE NAME:
OKL-VNH

FILE NAME:
FY21-1163-OKL-VNH_A AND E_FCDS_NEW INSTALLATION_03.07.2022_REV0

LOCATION:
5309 ERSKINE ST., LUBBOCK, TX 79403
LUBBOCK COUNTY

80' SELF SUPPORT TOWER

SITE INFORMATION

TOWER MANAGER:	XXXX
SITE ADDRESS:	5301 ERSKINE ST. LUBBOCK, TX 79403
COUNTY:	LUBBOCK COUNTY
LATITUDE:	33.607739°
LONGITUDE:	−101.756561°
GROUND ELEVATION:	3183' AMSL
OCCUPANCY TYPE:	UNMANNED
ZONING JURISDICTION:	XXXX
ZONING CODE:	XXXX
PARCEL NUMBER:	XXXX
POWER PROVIDER:	XXXX
TELCO PROVIDER:	XXXX

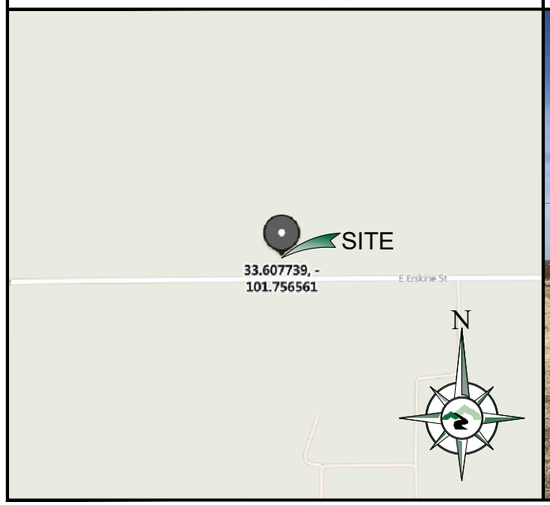
CONTACT INFORMATION

A&E SERVICES:
POWDER RIVER DEVELOPMENT SERVICES, LLC.
408 S. EAGLE ROAD, SUITE 200
EAGLE, ID 83616
CONTACT: JACOB DAHL
PHONE: 208.963.4017
EMAIL: jacob.dahl@powderriverdev.com

SITE ACQUISITION:
POWDER RIVER DEVELOPMENT SERVICES, LLC.
408 S. EAGLE ROAD, SUITE 200
EAGLE, ID 83616
CONTACT: JORDAN FATA
PHONE: 801.837.3709
EMAIL: jordan.fata@powderriverdev.com

PROPERTY OWNER:
GERALD SCHULTE
5301 ERSKINE ST.
LUBBOCK, TX 79403
CONTACT: GERALD SCHULTE

VICINITY MAP



SITE PHOTO



DRIVING DIRECTIONS

DIRECTIONS FROM DALLAS FORT WORTH INTERNATIONAL AIRPORT:

DEPART AIRPORT HEADING TOWARDS RAMP FOR TX−97 S. TAKE THE RAMP ON THE RIGHT FOR TX−360 / TX−183 WEST AND HEAD TOWARD ARLINGTON / FT WORTH / GRAND PRAIRIE. BEAR LEFT ONTO TX−121 S / TX−183 TOWARD TX−121 SOUTH / TX−183 WEST. KEEP STRAIGHT TO GET ONTO TX−183 W. ROAD NAME CHANGES TO TX−121 S / TX−183. ROAD NAME CHANGES TO TX−121 S / TX−183 W. KEEP STRAIGHT TO GET ONTO I−820 W. ROAD NAME CHANGES TO NORTH TARRANT EXPRESS. KEEP STRAIGHT TO GET ONTO I−820 W. ROAD NAME CHANGES TO I−820 S. AT EXIT 3A, HEAD RIGHT ON THE RAMP FOR I−30 WEST TOWARD WEATHERFORD. KEEP STRAIGHT TO GET ONTO I−20 W. TAKE THE RAMP ON THE RIGHT FOR US−84 W. KEEP STRAIGHT TO GET ONTO US−380 E / US−84 W / S BROADWAY ST. KEEP STRAIGHT TO GET ONTO US−84 W / N BROADWAY ST. TURN RIGHT ONTO FM 835 / FM−835. CONTINUE ON FM 1729 / FM−1729. TURN LEFT ONTO E COUNTY ROAD 6500. ROAD NAME CHANGES TO E ERSKINE ST. ARRIVE AT E ERSKINE ST ON THE RIGHT.

APPLICABLE CODES

BUILDING CODE 2015 IBC
ELECTRICAL CODE 2017 NEC

DRAWING INDEX

SHEET NO.	DESCRIPTION
T−1	TITLE SHEET
GN−1	GENERAL NOTES
A−1	OVERALL SITE PLAN
A−1.1	PROPOSED COMPOUND PLAN
A−2	ELEVATIONS
A−3	ANTENNA PLANS & SCHEDULE
A−4	EQUIPMENT DETAILS
A−4.1	EQUIPMENT DETAILS
A−4.2	EQUIPMENT DETAILS
A−4.3	EQUIPMENT DETAILS
A−4.4	EQUIPMENT DETAILS
A−4.5	EQUIPMENT DETAILS
A−4.6	EQUIPMENT DETAILS

SCOPE OF WORK

INSTALL:
- (1) 80' SELF SUPPORT TOWER ON GROUND (DESIGN AND ANALYSIS BY OTHERS)
- (1) 12'x12' CHAIN LINK FENCE w/ BARBED WIRE ON GROUND
- (8) ANTENNAS ON TOWER
- (8) RADIOS ON TOWER
- (1) MICROWAVES ON TOWER
- (1) ODU ON TOWER
- (9) PIPE TO PIPE MOUNTS ON TOWER
- (5) CAT5E CABLES ON TOWER
- (1) H−FRAME ON GROUND
- (1) CONCRETE PAD ON GROUND
- (1) EQUIPMENT CABINET ON GROUND
- (1) CSD242410 HOFFMAN BOX ON GROUND

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C−3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:
SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GENERAL NOTES

1. GENERAL NOTES AND TYPICAL DETAILS SHALL APPLY TO ALL PARTS OF THE JOB EXCEPT WHERE THEY MAY CONFLICT WITH DETAILS AND NOTES ON OTHER SHEETS. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE USED SUBJECT TO REVIEW BY THE ENGINEER.
2. WORK SHALL CONFORM TO THE REQUIREMENTS, AS AMENDED TO DATE, OF THE LATEST EDITION OF THE BUILDING CODE AND ALL OTHER LOCAL, STATE AND FEDERAL REGULATIONS.
3. OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH ANY WORK INVOLVED.
4. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE ENGINEER SO THAT THE PROPER REVISION MAY BE MADE. MODIFICATIONS OF CONSTRUCTION DETAILS SHALL NOT BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
5. THE CONSTRUCTION DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO BRACING, TEMPORARY SUPPORTS AND SHORING. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE ENGINEER SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES. ANY SUPPORT SERVICES PERFORMED BY THE ENGINEER DURING THE CONSTRUCTION SHALL BE DISTINGUISHED FROM CONSTRUCTION AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ENGINEER, WHETHER OF MATERIAL OR WORK, ARE FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DOCUMENTS, BUT DO NOT GUARANTEE CONTRACTORS PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE DURING CONSTRUCTION. NEITHER THE OWNER NOR ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
6. SAFETY: CONFORM TO ALL APPLICABLE OSHA CONSTRUCTION SAFETY REGULATIONS FOR ALL WORK PERFORMED DURING CONSTRUCTION. JOB SITE SAFETY IS STRICTLY THE RESPONSIBILITY OF THE CONTRACTOR AND NOT THE ENGINEER OR OWNER.
7. ANY PROPRIETARY COMPONENTS, MOUNTS, MATERIALS, CHEMICAL, EPOXY AND WEDGE ANCHORS, AND SHOT PINS SHALL BE EXACTLY AS CALLED FOR IN THESE DRAWINGS. ANY DEVIATIONS SHALL BE APPROVED OR DISAPPROVED BY THE ENGINEER AT THE EXPENSE OF THE ENTITY REQUESTING THE SUBSTITUTION PRIOR TO THE INSTALLATION.
8. THE CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE ALL ITEMS DEFINED IN THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: THE CONTRACT, SPECIFICATIONS AND CONSTRUCTION DRAWINGS.
9. THE CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR COORDINATION AND ASSEMBLY OF ALL PARTS OF THE CONSTRUCTION DEPICTED HEREIN. THE CONTRACTOR SHALL PERFORM ANY CONSTRUCTABILITY REVIEW OR COORDINATION DRAWINGS NECESSARY TO IDENTIFY CONSTRUCTABILITY PROBLEMS PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING JOB SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL SERVICE AND OVERALL COORDINATION. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS, ETC., SHALL BE REPORTED TO THE CARRIER CONSTRUCTION SUPERVISOR BEFORE PROCEEDING WITH THE WORK.
11. THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING STRUCTURES, LANDSCAPING OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE TENANT, BUILDING OWNER OR OWNER'S REPRESENTATIVE AT THE EXPENSE OF THE CONTRACTOR.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES, WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED.
14. THE CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER AND TOILET FACILITIES AS REQUIRED BY THE GOVERNING AGENCY.
15. THE CONTRACTOR AND ALL SUBORDINATE CONTRACTORS SHALL COMPLY WITH ALL LOCAL AND STATE AND FEDERAL REGULATIONS.
16. THE CONTRACTOR SHALL OBTAIN AND PAY FOR PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO CARRIER.
17. CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS OFF SITE, NOR PERFORM ANY CONSTRUCTION ACTIVITIES UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAVE BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS. IN ALL CASES WHERE A CONFLICT MAY OCCUR, SUCH AS BETWEEN ITEMS COVERED IN SPECIFICATIONS AND NOTES ON THE DRAWINGS OR BETWEEN GENERAL NOTES AND SPECIFIC PLANS OR DETAILS, THE ENGINEER SHALL BE NOTIFIED, AND HE/SHE WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS PRIOR TO THE INSTALLATION OF THAT PORTION OF WORK.
18. THE CONTRACTOR SHALL NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR OF ANY CONFLICTS OR DISCREPANCIES IN THE CONTRACT DOCUMENTS OR FIELD CONDITIONS PRIOR TO EXECUTING THE WORK IN QUESTION.
19. THE CONTRACTOR SHALL NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR IF DETAILS ARE CONSIDERED UNSOUND, UNSAFE, NOT WATERPROOF, OR NOT WITHIN CUSTOMARY TRADE PRACTICE. IF WORK IS PERFORMED, IT WILL BE ASSUMED THAT THERE IS NO OBJECTION TO THE DETAIL. DETAILS ARE INTENDED TO SHOW THE END RESULT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB CONDITIONS, AND SHALL BE INCLUDED AS PART OF THE WORK.
20. EXISTING ELEVATIONS AND LOCATIONS TO BE JOINED SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.
21. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE ENGINEER SHALL BE CONTACTED FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
22. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BLOCKING, BACKING, FRAMING, HANGERS OR OTHER SUPPORT NOT OTHERWISE SHOWN HEREIN. ALL SUSPENDED MECHANICAL EQUIPMENT TO BE SWAY OR LATERALLY BRACED.
23. GOVERNING AGENCY–APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. AT ALL TIMES THESE ARE TO BE UNDER THE CARE OF THE JOB SUPERINTENDENT.
24. DESIGN DRAWINGS ARE DIAGRAMMATIC ONLY AND SHALL BE FOLLOWED AS CLOSELY AS ACTUAL CONSTRUCTION CONDITIONS WILL PERMIT. ANY ERROR, OMISSION, OR DESIGN DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE CARRIER CONSTRUCTION SUPERVISOR FOR CLARIFICATION OR CORRECTION BEFORE CONSTRUCTION.
25. AS–BUILT REQUIREMENTS: DO NOT USE RECORD DOCUMENTS FOR CONSTRUCTION PURPOSES. PROTECT RECORD DOCUMENTS FROM DETERIORATION AND LOSS IN A SECURE, FIRE–RESISTANT LOCATION. PROVIDE ACCESS TO RECORD DOCUMENTS FOR THE CARRIER CONSTRUCTION SUPERVISOR'S REFERENCE DURING NORMAL WORKING HOURS. MAINTAIN A CLEAN, UNDAMAGED SET OF BLUE OR BLACK LINE PRINTS OF CONTRACT DRAWINGS AND SHOP DRAWINGS. MARK THE SET TO SHOW THE ACTUAL INSTALLATION WHERE THE INSTALLATION VARIES SUBSTANTIALLY FROM THE WORK AS ORIGINALLY SHOWN. MARK WHICH DRAWINGS ARE MOST CAPABLE OF SHOWING CONDITIONS FULLY AND ACCURATELY. WHERE SHOP DRAWINGS ARE USED, RECORD A CROSS–REFERENCE AT THE CORRESPONDING LOCATION ON THE CONTRACT DRAWINGS. GIVE ATTENTION TO CONCEALED ELEMENTS THAT WOULD BE DIFFICULT TO MEASURE AND RECORD AT A LATER DATE. MARK RECORD SETS WITH RED ERASABLE PENCIL. USE OTHER COLORS TO DISTINGUISH BETWEEN VARIATIONS IN SEPARATE CATEGORIES OF THE WORK. MARK NEW INFORMATION THAT IS IMPORTANT TO THE OWNER BUT WAS NOT SHOWN ON THE CONTRACT DRAWINGS, DETAILS OR SHOP DRAWINGS. NOTE RELATED CHANGE ORDER NUMBERS WHERE APPLICABLE. NOTE RELATED RECORD DRAWING INFORMATION AND PRODUCT DATA. UPON COMPLETION OF THE WORK, SUBMIT ONE (1) COMPLETE SET OF RECORD DOCUMENTS TO THE CARRIER CONSTRUCTION SUPERVISOR FOR THE OWNER'S RECORDS.
26. A CLOSEOUT BOOK CONTAINING THE FOLLOWING, SHALL BE PROVIDED BY THE CONTRACTOR, AS APPLICABLE:
    - A. AS BUILT DESIGN DRAWINGS
    - B. SWEEP TEST RESULTS
    - C. RESISTIVELY TEST
    - D. PHOTO DOCUMENTATION OF:
        - I. UNDERGROUND CONDUITS AND GROUND RING
        - II. ANTENNA, COAX, JUMPER ATTACHMENTS AND GROUND KIT ATTACHMENTS
        - III. ANTENNA DOWN TILT MEASUREMENT USING AN INCLINOMETER ON THE BACK PLANE OF THE ANTENNA
        - IV. GROUND BAR ATTACHMENTS
    - E. SIGNED OFF PERMIT CARDS
    - F. CERTIFICATE OF OCCUPANCY
    - G. RETURN OF KEYS AND/OR ACCESS AUTHORIZATION
    - H. ORIGINAL BUILDING PERMIT

SITE WORK NOTES

1. SCOPE: CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUB GRADE PREPARATION, FINISH GRADING AND SECURITY FENCE, AS REQUIRED BY CONSTRUCTION DRAWINGS AND DETAIL DRAWINGS.
2. REFERENCES:
    - A. DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR THE STATE IN WHICH THE PROJECT IS LOCATED.
    - B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
    - C. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
    - D. AASHTO (AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS)
3. INSPECTION AND TESTING:
    - A. FIELD TESTING OF EARTHWORK, AGGREGATE BASE COURSE, COMPACTION AND CONCRETE TESTING SHALL BE PERFORMED BY THE CONTRACTOR'S INDEPENDENT TESTING LAB.
    - B. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE CARRIER CONSTRUCTION SUPERVISOR WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK WITH SPECIFIC CONCERN TO PROPER PERFORMANCE OF THE WORK AS SPECIFIED AND/OR CALLED FOR ON THE DRAWINGS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF THE WORK INACCESSIBLE OR DIFFICULT TO INSPECT.
4. SITE MAINTENANCE AND PROTECTION:
    - A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF THE WORK UNTIL COMPLETION OF THE CONTRACT.
    - B. CONTACT THE ONE–CALL UTILITY LOCATION SERVICE PRIOR TO ANY EXCAVATING ACTIVITIES TO HAVE LOCATIONS OF UNDERGROUND UTILITIES VERIFIED.
    - C. AVOID DAMAGE TO THE SITE INCLUDING EXISTING FACILITIES, STRUCTURES, TREES AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING ITEMS THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.
    - D. KEEP SITE FREE OF ALL PONDING WATER.
    - E. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, CITY, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS AND CHECK DAMS.
    - F. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT LIFE AND PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.
5. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE WELL DRAINED AT ALL TIMES.
6. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
7. PERFORM ALL SURVEY, LAYOUT, STAKING AND MARKING TO ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK.
8. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE AND ONLY THE IMMEDIATE SURROUNDINGS NECESSARY TO COMPLETE THE WORK. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED AND GRUBBED.
9. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING IS NOT PERMITTED.
10. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS, AND ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, CULVERT, STREAM CROSSING OR OTHER ITEM NOT SHOWN THAT MIGHT AFFECT OR INTERFERE WITH THE NEW CONSTRUCTION. NOTIFY THE CARRIER CONSTRUCTION SUPERVISOR OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.
11. SEPARATE AND STOCKPILE ALL EXCAVATED MATERIALS SUITABLE FOR BACK FILL. ALL EXCESS EXCAVATED, AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF IN AN AREA DESIGNATED BY THE CARRIER CONSTRUCTION SUPERVISOR. (UNSUITABLE MATERIAL MAY BE REQUIRED TO BE REMOVED FROM THE SITE.)

STRUCTURAL NOTES:

1. POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS, UNLESS OTHERWISE EXPLICITLY NOTED WITHIN THESE DRAWINGS. PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS (BY OTHERS) SHALL BE PERFORMED FOR ALL TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS.
2. ALL EQUIPMENT AND COMPONENTS SHALL BE ANCHORED IN ACCORDANCE WITH ALL CURRENT BUILDING CODE REQUIREMENTS, AS APPLICABLE. ANCHOR DESIGN AND SPECIFICATION IS NOT INCLUDED AS PART OF THIS SCOPE UNLESS OTHERWISE EXPLICITLY NOTED WITHIN THESE DRAWINGS, BUT SHALL BE PROVIDED (BY OTHERS) PRIOR TO CONSTRUCTION, FOR ALL EQUIPMENT, MECHANICAL AND ELECTRICAL COMPONENTS.
3. REFER TO 'SN–#' SHEET(S), AS APPLICABLE, FOR ALL OTHER STRUCTURAL NOTES AND SPECIFICATIONS.

ELECTRICAL NOTES:

1. ELECTRICAL DESIGN SHALL BE PROVIDED BY ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH APPLICABLE LOCAL AND STATE CODES AND THE NATIONAL ELECTRICAL CODE.
2. ALL SUGGESTED ELECTRICAL ELEMENTS (SUCH AS BREAKER SIZES, WIRE SIZES, CONDUIT SIZES, ETC.) ARE INCLUDED FOR ZONING AND PLANNING PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO PROVIDE ALL REQUIRED ELECTRICAL DESIGNS.
3. CONTRACTOR SHALL FIELD–LOCATE ALL BELOW–GRADE GROUND LINES AND UTILITY LINES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION OF ALL UTILITY AND GROUND LINES THAT MAY BECOME DISTURBED OR CONFLICTING IN THE COURSE OF CONSTRUCTION.

DEFERRED SUBMITTALS:

1. AS A CONDITION OF APPROVAL, AND UNLESS NOTED OTHERWISE WITHIN THESE CONSTRUCTION DRAWINGS, THE DEFERRED SUBMITTAL ITEMS BELOW SHALL BE DESIGNED AND SUBMITTED TO POWDER RIVER DEVELOPMENT SERVICES, LLC FOR REVIEW PRIOR TO CONSTRUCTION.
    - MOUNT STRUCTURAL ANALYSIS
    - STRUCTURAL ANALYSIS OF SUPPORTING STRUCTURES (TOWERS, ROOFTOPS, ETC.)
    - EQUIPMENT ANCHORAGE
    - ELECTRICAL POWER SUPPLY DESIGN

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C–3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN-1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

DISCLAIMER:

THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. POWDER RIVER DEVELOPMENT SERVICES, LLC. DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN.

EXISTING BUILDING (TYP.)

EXISTING POWER POLE w/ EXISTING METER AND DISCONNECT

EXISTING ACCESS ROAD

EXISTING FENCE (TYP.)

PROPOSED RISE BROADBAND 12' ACCESS AND UTILITY EASEMENT (1 TOTAL)

APPROXIMATE LOCATION OF PROPOSED RISE BROADBAND 80' SELF SUPPORT TOWER

APPROXIMATE LOCATION OF PROPOSED RISE BROADBAND 12'x12' LEASE AREA

PROPOSED RISE BROADBAND UNDERGROUND POWER

OHP

E. COUNTY RD. 6500

N

OVERALL SITE PLAN

SCALE: 1" = 50' (11x17)

1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

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REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

A-1

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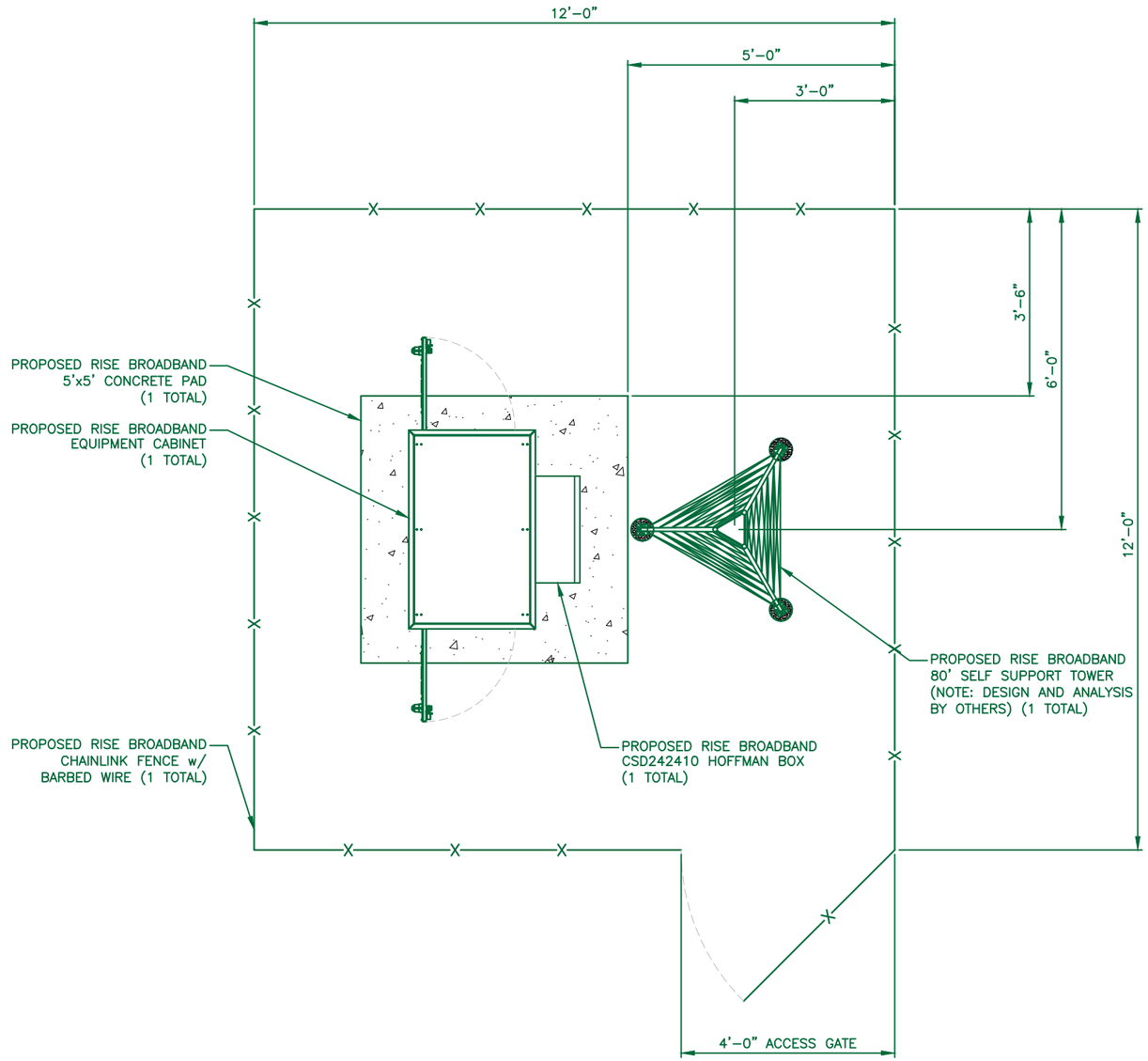



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REVIEWED BY: JAS



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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

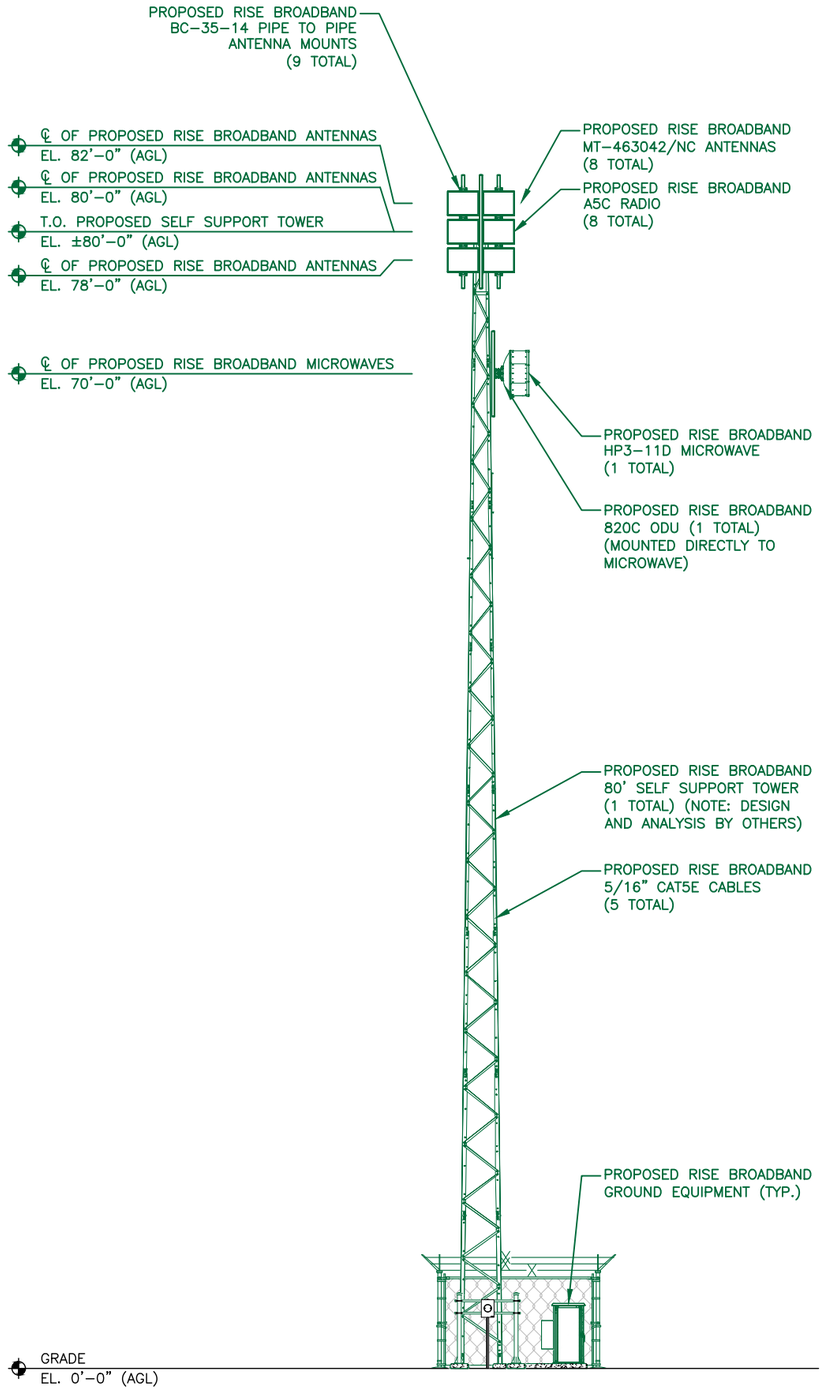
SHEET TITLE:

PROPOSED COMPOUND PLAN

SHEET NUMBER:

A-1.1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS SHALL BE PERFORMED FOR ALL NEW AND EXISTING SUPPORTING TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS. CONTRACTOR SHALL REVIEW THE SIGNED/SEALED STRUCTURAL ANALYSIS REPORTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES LISTED WITHIN THE REPORT(S). ALL CONSTRUCTION, MODIFICATIONS AND/OR REPLACEMENT SPECIFICATIONS SHALL BE FULLY IMPLEMENTED EXACTLY AS NOTED WITHIN THE STRUCTURAL ANALYSES REPORTS/LETTERS.

POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE(S), AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS.

NOTE: FULL TOWER/FOUNDATION DESIGN AND ANALYSIS TO BE PERFORMED BY REGISTERED PROFESSIONAL ENGINEER APPROVING SITE SPECIFIC LOADING AND CONDITIONS. TOWER AND FOUNDATION DESIGN REQUIRED PRIOR TO INSTALLATION.

NO ANALYSIS OR DESIGN HAS BEEN PERFORMED BY POWDER RIVER DEVELOPMENT SERVICES, LLC.

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

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A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

ELEVATION

SHEET NUMBER:

A-2

PROPOSED ELEVATION

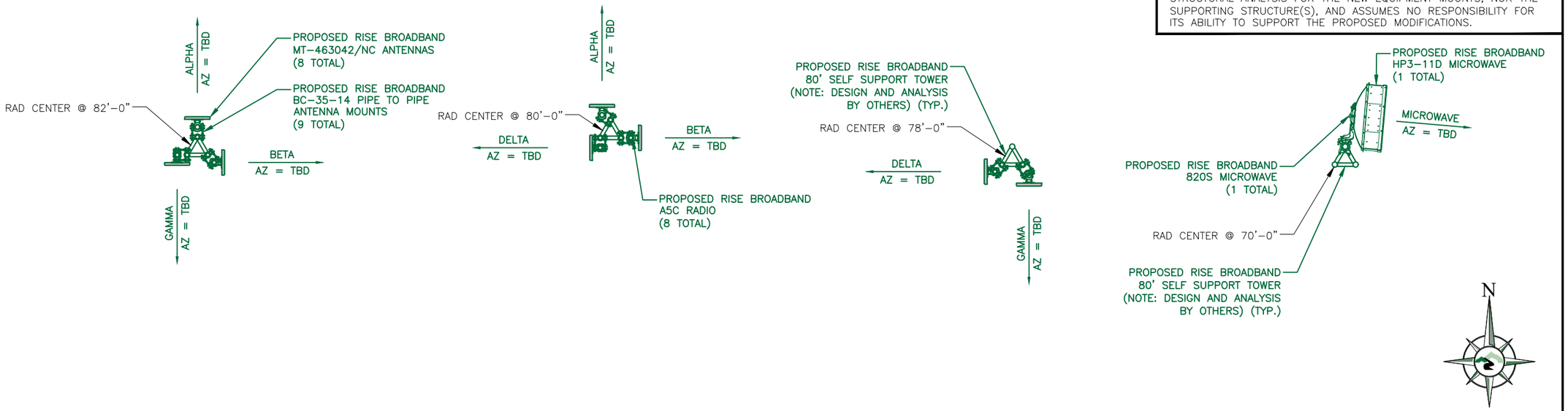
SCALE: 3/32" = 1'-0" (11x17)

NOTE: FULL TOWER/FOUNDATION DESIGN AND ANALYSIS TO BE PERFORMED BY REGISTERED PROFESSIONAL ENGINEER APPROVING SITE SPECIFIC LOADING AND CONDITIONS. TOWER AND FOUNDATION DESIGN REQUIRED PRIOR TO INSTALLATION.

NO ANALYSIS OR DESIGN HAS BEEN PERFORMED BY POWDER RIVER DEVELOPMENT SERVICES, LLC.

PRIOR TO CONSTRUCTION, STRUCTURAL ANALYSIS SHALL BE PERFORMED FOR ALL NEW AND EXISTING SUPPORTING TOWERS, ROOFTOPS, FLAG POLES, LIGHT POLES AND ASSOCIATED EQUIPMENT MOUNTS. CONTRACTOR SHALL REVIEW THE SIGNED/SEALED STRUCTURAL ANALYSIS REPORTS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES LISTED WITHIN THE REPORT(S). ALL CONSTRUCTION, MODIFICATIONS AND/OR REPLACEMENT SPECIFICATIONS SHALL BE FULLY IMPLEMENTED EXACTLY AS NOTED WITHIN THE STRUCTURAL ANALYSES REPORTS/LETTERS.

POWDER RIVER DEVELOPMENT SERVICES, LLC HAS NOT PERFORMED STRUCTURAL ANALYSIS FOR THE NEW EQUIPMENT MOUNTS, NOR THE SUPPORTING STRUCTURE(S), AND ASSUMES NO RESPONSIBILITY FOR ITS ABILITY TO SUPPORT THE PROPOSED MODIFICATIONS.



PROPOSED ANTENNA PLAN

SCALE: 3/16" = 1'-0" (11x17) | 2

FINAL ANTENNA, MICROWAVE, EQUIPMENT & CABLE CONFIGURATION

SECTOR	POSITION	QTY	ANTENNA MANUFACTURER	ANTENNA MODEL	COR	AZI	CABLE	RRH (QTY) MODEL
ALPHA	1	1	MIMOSA	MT-463042/ND	82'	TBD	(2) 5/16" CAT5E	(8) A5C RADIO
	2	1	MIMOSA	MT-463042/ND	80'	TBD		
BETA	1	1	MIMOSA	MT-463042/ND	82'	TBD		
	2	1	MIMOSA	MT-463042/ND	80'	TBD		
GAMMA	1	1	MIMOSA	MT-463042/ND	82'	TBD		
	2	1	MIMOSA	MT-463042/ND	78'	TBD		
DELTA	1	1	MIMOSA	MT-463042/ND	80'	TBD		
	2	1	MIMOSA	MT-463042/ND	78'	TBD		
MICROWAVE	1	1	RADIOWAVE	HP3-11D	70'	TBD	(3) 5/16" CAT5E	(1) 820S ODU

1. CONTRACTOR TO VERIFY ALL EQUIPMENT MODELS, LOCATIONS AND CONFIGURATIONS WITH CURRENT VERIZON SMR.
2. CONTRACTOR TO FIELD VERIFY ALL CABLE LENGTHS PRIOR TO ORDERING MATERIALS.
3. CONTRACTOR TO INSTALL ANTENNAS MAINTAINING MINIMUM REQUIRED SEPARATION DISTANCES FROM EXISTING APPURTENANCES AND TO AVOID INTERFERENCE WITH INTENDED PATH.
4. CONTRACTOR TO FIELD VERIFY AZIMUTH, CENTERLINE HEIGHT AND MECHANICAL DOWNTILT. IF INCONSISTENCIES BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARISE, ENGINEER SHALL BE NOTIFIED.

ANTENNA & MICROWAVE SCHEDULE

1

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Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

ANTENNA PLAN & SCHEDULE

SHEET NUMBER:

A-3

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NOT USED

6

NOT USED

5

mimosa by Airspan

Super Sector

A5c Point-to-Multipoint Access Point

4.9–6.4 GHz

Technical Specifications

Performance
- **Max Throughput:** Up to 1.0 Gbps IP (1.7 Gbps PHY)
- **Client Capacity:** 100 clients (WiFi Interop); 44 clients (SRS)
- **Wireless Protocols:** WiFi Interop, Spectrum Reuse Synchronization (SRS)

Radio
- **MIMO & Modulation:** 4x4:4 MIMO OFDM up to 256-QAM
- **Bandwidth**:** 20/40/80 MHz channels; Tunable in 5 MHz increments for GPS Sync; Tunable to standard WiFi channels for WiFi Interop
- **Frequency Range:** GPS Sync: 4900–6400 MHz; WiFi Interop: 5170–5835 MHz; Restricted by country of operation (new/ US/FCC: 5600–5650 support)
- **Max Output Power:** 30 dBm
- **Sensitivity (MCS 0):** -87 dBm @ 80 MHz; -90 dBm @ 40 MHz; -93 dBm @ 20 MHz

Power
- **Max Power Consumption:** 25 W
- **System Power Method:** 802.3at compliant
- **PoE Power Supply:** Passive POE compliant, 48-56 V Power over Ethernet supply with IEC61000-4-5 surge protection

Physical
- **Dimensions:** Height: 300 mm (11.81") Width: 151 mm (5.94") Depth: 85 mm (3.35")
- **Weight:** 1.75 kg (3.86 lbs)
- **Enclosure Characteristics:** Outdoor UV-stabilized engineered polymer with integrated mounting panel
- **Mounting:** Dual-pole strap mount and slip on mount for comparable antenna
- **Connector Type:** Female Type N (x4)

Environmental
- **Outdoor Ingress Protection Rating:** IP67
- **Operating Temperature:** -40°C to +55°C (-40°F to 131°F)
- **Operating Humidity:** 5 to 100% condensing
- **Operating Altitude:** 4,420 m (14,500) max
- **Shock & Vibration:** ETS 300-019-2-4 class 4M5

Features
- **Gigabit Ethernet:** 10/100/1000 BASE-T
- **Synchronization:** GPS+GLONASS allows for network-wide sync and interference avoidance
- **Collocation:** 1PPS GPS TxRx synchronization for same tower collocation and channel reuse
- **Network Processing:** Advanced AP control for capacity and subscriber management
- **Management Services:** Mimosa Cloud monitoring and management; SNMPv2 & Syslog legacy monitoring; HTTPS, HTML 5-based Web UI (2.4 GHz WiFi management module no longer available as of December 2020)
- **Smart Spectrum Management:** Active scan monitors/logs ongoing RF interference across channels (no service impact). Dynamic auto-optimization of channel and bandwidth use
- **Security:** WPA2 PSK & Enterprise 802.1x; Radius provisioning, CDA, DM; 128-bit AES with hardware acceleration
- **VLANs:** Per subscriber VLAN; Q-in-Q, triple tagging; Management VLAN
- **QoS:** Supports 4 pre-configured QoS levels
- **GPS Location:** GNSS1 (GPS + GLONASS)
- **Traffic Shaping:** Per CPE UL/DL commit and maximum rate shaping
- **Access Control List:** Permit, Deny and Re-mark Layer 2 and Layer 3 traffic flows

Regulatory + Compliance
- **Approvals:** FCC Part 15.407 and Part 90Y, IC RSS210, CE, ETSI 301 893/302 502
- **RoHS Compliance:** Yes
- **Safety:** UL/EC/DV/ 60950-1 + CSA-22.2

**4.9 GHz uses 20 MHz channel widths



MANUFACTURER: MIMOSA
MODEL: A5C
WEIGHT: 3.86 LBS
DIMENSIONS: HxWxD: 11.81" x 5.94" x 3.35"

ODU INFORMATION

SCALE: N.T.S.

3

Cambium Networks™



RADIO
- 6-38 GHz
- 1+0 to 4+0, 1+1/2+2 HSB, E/W, 1+0 SD, 2+2 SD

Radio Features
- Multi-Carrier Adaptive Bandwidth Control (up to 2+0)
- Protection: 1+1/2+2 HSB
- High spectral utilization: QPSK to 2048 QAM w/ACM
- XPIC
- 2x2 / 4x4 MIMO
- AES 256-bit Encryption
- FIPS-140-2 **

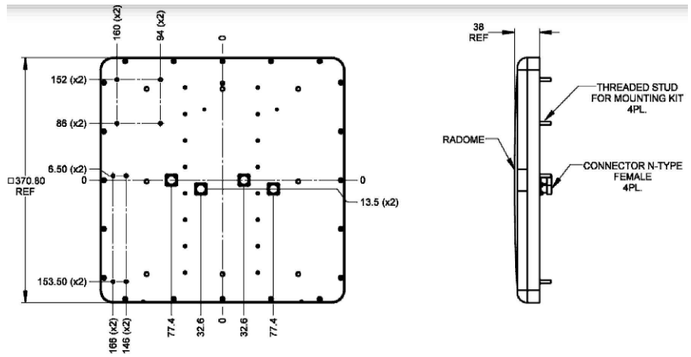
MANUFACTURER: CAMBIUM
MODEL: 820C
WEIGHT: 14.3 LBS
DIMENSIONS: HxWxD: 9.1" x 9.2" x 3.9"

ANTENNA ATTACHMENT

SCALE: N.T.S.

1

MTI WIRELESS EDGE LTD.



MANUFACTURER: CAMBIUM
MODEL: MT-463042/ND
WEIGHT: 4.4 LBS
DIMENSIONS: HxWxD: 14.6" x 14.6" x 1.6"
FREQUENCY: 4.9–5.9 GHz

ANTENNA INFORMATION

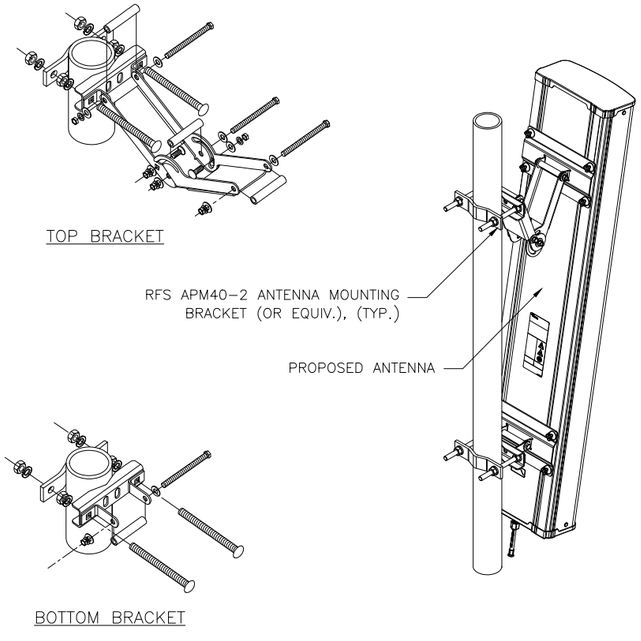
SCALE: N.T.S.

4

ANTENNA INFORMATION

SCALE: N.T.S.

2



Rise Broadband

POWDER RIVER
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SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4

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HP3-11

0.9 M | 3 FT HIGH PERFORMANCE PARABOLIC REFLECTOR ANTENNA, SINGLE-POLARIZED, 10.7-11.7GHZ

The HP High Performance Series by RadioWaves offers a full line of high performance parabolic antennas engineered to provide ETSI class 2/3 radiation pattern performance as well as excellent gain. RadioWaves field-proven pre-assembled antennas and robust pole-mounts ensure "set and forget" installation with minimal post-installation maintenance. The included radome ensures robust and reliable performance under the most challenging conditions. If it's rugged, it must be RadioWaves!



FEATURES AND BENEFITS

- High Performance ETSI Class 2/3* Parabolic Antennas – Excellent performance for a wide range of applications
- Fully Preassembled at the Factory – Simplifies installation on site and guarantees "factory-tested" quality

*ETSI Class depends on frequency band

SPECIFICATIONS

General

Antenna Type	High Performance Parabolic Reflector Antenna
Size, nominal	3 ft | 0.9 m
Polarization	Single

Standard RF Connector Type	CPR90G
Standard RF Connector Suffix	RS (append suffix to model number)

Electrical

Operating Frequency Band	10.7 - 11.7 GHz
Half Power Beamwidth, Horizontal	2.1 degrees
Half Power Beamwidth, Vertical	2.1 degrees
Cross-Polarization Discrimination	30 dB
Front to Back Ratio (F/B)	62 dB

Gain, Low Frequency	38.1 dBi
Gain, Mid Frequency	38.5 dBi
Gain, High Frequency	39 dBi
VSWR	1.37:1
Return Loss	-16.1 dB

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Mechanical

Fine Azimuth Adjustment	+/- 10 degrees
Fine Elevation Adjustment	+/- 10 degrees
Mounting Pipe Diameter, Min	2.5 inch | 5.1 cm
Mounting Pipe Diameter, Max	4.5 inch | 11.4 cm
Net Weight	50 lbs | 12.3 kg
Wind Velocity Operational	90 mph | 145 km/h
Wind Velocity Survival Rating	125 mph | 201 km/h

Mechanical Configuration	HP3
Axial Force (FA)	403 lbs | 1792 N
Side Force (FS)	200 lbs | 890 N
Twisting Moment (MT)	344 ft-lbs | 466 Nm
Operating Temperature Range	-40 to +60 C
Max Pressure, PSIG, (if waveguide interface)	5

Regulatory Compliance

FCC	Part 101 Cat. A
Industry Canada Compliance	SRSP310.7 B

ETSI	302217 R1 C3
RoHS-compliant	Yes

Shipping Information

Package Type	Wood Crate
Gross Weight	143 lbs | 69.8 kg

Dimensions, L x W x H	47 x 28 x 48in | 119 x 71 x 122 cm
Shipping Volume	36.56 cu ft | 1.04 cu m

*Additional OEM interfaces and adapters may be available. Contact RadioWaves for a complete and current list of available adapters.

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PRIMUS CABLE

CAT 5E 100MHz
Solid CMP Unshielded Bulk Cable

Category 5E Plenum UTP 1000' 25 pair 50 Conductor Bulk Cable, CMP Jacket, 24AWG Solid-Bare Copper, Pull Box (UL / ETL)(Made in USA)

Applications
- Gigabit Ethernet (1000Base-T)
- High Speed Voice/Data
- 100Base-TX
- Video to the Desktop
- ISDN
- 100Base-T
- Multimedia
- 55/155 Mbps ATM
- 100Base VG-AnyLan

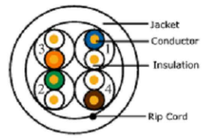
Compliance
- UL 444 Communications Cable
- ETL Verified TIA568-B.2 (Cat 5E)
- UL Listed Type CMP
- C(UL) Listed Type CMP
- NFPA 262 Plenum Flame Test (UL910)
- NEC Article 800
- CSA C22.2 No.214
- ICEA S-80-576
- California State Fire Marshal
- Reduction of Hazardous Substances (RoHS)

Physical Characteristics
- Conductor Size: 24AWG
- Conductor Material: Solid Bare Copper
- Insulation Material: Fluoropolymer .37" OD
- Insulation Diameter: 0.37in
- Number of Conductors: 8 Conductors
- Number of Pairs: 4 Pairs
- Outer Jacket Material: Blue Plenum Thermoplastic
- Outer Jacket Diameter: .455"
- Outer Jacket Rip Cord: Yes

CAT5E



Technical Diagram



Available Jacket Colors

Blue Item# C5UP-3242BL-50C

Cable Features
- Rated up to 100MHz.
- Meets or exceeds CAT 5E T568-B.2 standards.
- Easy to use wooden spool.
- Cable is marked in descending order so you always know how much cable is in the box.
- Extra headroom provides room for growth.
- Low attenuation and power-sum crosstalk.

Construction Facts
- The Plenum Cable has fluoropolymer insulation and features a Plenum Thermoplastic jacket for low temperature handling.
- Longitudinal rip cord for easy jacket opening.

Cable Put-Ups:
- Cable is supplied in 1000ft increments on a wooden spool.

CAT5E 100MHz Solid Bulk Cable Electrical Specifications

Frequency MHz (Maximum)	ATT dB/100 m (328 ft.) (Maximum)	ACR dB/100 m (328 ft.) (Maximum)	PS-ACR dB/100 m (328 ft.) (Minimum)	NEXT dB/100 m (328 ft.) (Minimum)	PS-NEXT dB/100 m (328 ft.) (Minimum)	ELFEXT dB/100 m (328 ft.) (Minimum)	PS-ELFEXT dB/100 m (328 ft.) (Minimum)	Return Loss dB (Minimum)
1	2	N/A	N/A	65.3	62.3	63.8	60.8	20
4	4.1	N/A	N/A	56.3	53.3	51.7	48.7	23
8	5.8	N/A	N/A	51.8	48.8	45.7	42.7	24.5
10	6.5	N/A	N/A	50.3	47.3	43.8	40.8	25
16	8.2	N/A	N/A	47.2	44.3	39.7	36.7	25
20	9.3	N/A	N/A	45.8	42.8	37.7	34.7	25
25	10.4	N/A	N/A	44.3	41.3	35.8	32.8	24.3
31.25	11.7	N/A	N/A	42.9	39.9	33.9	30.9	23.6
62.50	17	N/A	N/A	38.4	35.4	27.8	24.8	21.5
100	22	N/A	N/A	35.3	32.3	23.8	20.8	20.1

PrimusCable.com - (951) 824-1571

RoHS

Rev. 02/10/15

PRIMUS CABLE

CAT 5E 100MHz
Solid CMP Unshielded Bulk Cable

Pair Color Code Chart

Pair	Tip	Ring	Pair	Tip	Ring
1	white	blue	14	black	brown
2	white	orange	15	black	slate
3	white	green	16	yellow	blue
4	white	brown	17	yellow	orange
5	white	slate	18	yellow	green
6	red	blue	19	yellow	brown
7	red	orange	20	yellow	slate
8	red	green	21	violet	blue
9	red	brown	22	violet	orange
10	red	slate	23	violet	green
11	black	blue	24	violet	brown
12	black	orange	25	violet	slate
13	black	green			

Mechanical Characteristics
- Storage Temperature Range: N/A
- Installation Temperature Range: N/A
- Operating Temperature Range: N/A
- Bulk Cable Weight: N/Albs. / 1000FT
- Max. Recommended Pulling Tension: N/A
- Min. Bend Radius/Minor Axis: N/A
- Min. Bend/Installation: N/A
- Test Object: N/A
- Test Material: N/A
- Before Tensile Strength: N/A
  - Aging Elongation: N/A
  - Aging Condition: N/A
- After Tensile Strength: N/A
  - Aging Elongation: N/A
  - Cold Bend: N/A

Electrical Characteristics
- Nominal Velocity of Propagation: 70 (NVP %)
- Maximum Delay Skew: ≤ 45 (ns/100m)
- Maximum Conductor DC Resistance: Max. 9.38Ω/100m @ 20°C
- Maximum Operating Voltage - UL: N/A
- Maximum DCR Unbalanced: N/A
- Attenuation (Maximum)
  - 22.00dB/100m (328.1ft.) @ 100MHz
- 1.0 - 125MHz Impedance: 100Ω ± 15%
- NEXT (Minimum)
  - 35.3dB/100m (328.1ft.) @ 100MHz
- PS-NEXT (Minimum)
  - 32.3dB/100m (328.1ft.) @ 100MHz
- Return Loss (Minimum)
  - 20.1dB/100m (328.1ft.) @ 100MHz

Jacket Printing

CAT 5E POWER SUM CABLE (02-60879) CMP C (UL) US 25P 24 AWG – ETL VERIFIED TO ANSI / TIA – 568 – C . 2 CAT 5E ROHS

Sequential foot markers on jacket.

Optional Cat 5E Loaded Unshielded Patch Panels

High Density Patch Panels
- PP1-2027/24P
- PP1-2028/24H
- PP1-4988/48P

Standard Patch Panels
- PP1-297/12M
- PP1-298/12P
- PP1-299/24P
- PP1-300/48P
- PP1-302/96P
- ICMPP0245E
- ICMPP0485E



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All sales of Primus Cable products are subject to Primus Cable's standard terms and conditions of sale.
Primus Cable believes this product to be in compliance with EU RoHS (Directive 2002/EC, 27 Jan. 2003). Material manufactured prior to the compliance date may be in stock at Primus Cable facilities and in our Distributor's inventory. The information provided in this Product Disclosure, and the identification of materials listed as reportable or restricted within the Product Disclosure, is correct to the best of Primus Cable's knowledge, information, and belief at the date any other operation of the product itself or the one that it becomes a part of. This Product Disclosure is not to be considered a warranty or quality specification and regulations based on their individual usage of the product.

Primus Cable declares this product to be in compliance with EU LVD (Low Voltage Directive 73/23/EEC), as amended by directive 93/68/EEC

PrimusCable.com - (951) 824-1571

RoHS

Rev. 02/10/15

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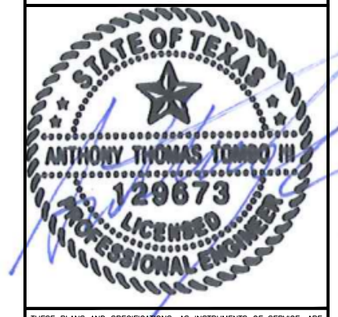

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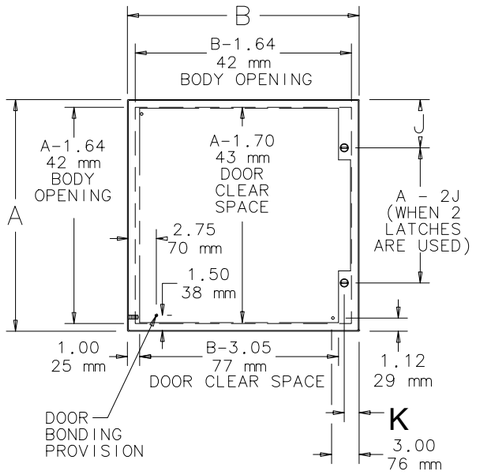
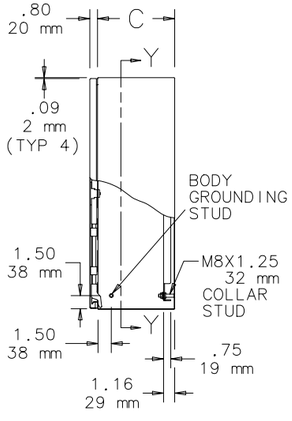
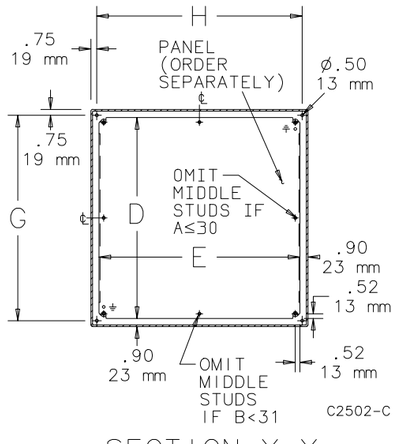
nVent | HOFFMAN







SECTION Y-Y
(WITH PANEL INSTALLED)

MANUFACTURER: NVENT HOFFMAN
MODEL: CSD242410
FINISH: ANSI 61 GRAY
DIMENSIONS: AxBxC: 24.00" x 24.00" x 10.00"
DxE: 22.20" x 22.20"
GxH: 22.50" x 22.50"
J: 05.00"
K: 01.45"

CSD242410 HOFFMAN BOX DETAILS | SCALE: N.T.S. | 2

DDB UNLIMITED®

OD-50DDXC

50" H x 42" D (26 RU*) Outdoor Enclosure

Click Here For More Information Online

9





* Front and Rear sets of rails allow some equipment to rack both directions providing up to 52 RU

General

Weight
- 178 Lbs. assembled
- 218 Lbs. shipping weight

Doors
- 2, secured by three point locking system
- Locks via customer supplied padlocks
- Sealed with .875" aluminum filled gaskets

Material
- .125" Alumiflex®
- Finish: Painted cream
- RF properties: Non-ferrous

Vents
- 30 bottom louvers per door
- 12 top louvers – In top cover, under Alumishield®
- One removable filter panel per door
- 12 fixed filter pads in top cover

Handles
- Stainless steel, padlocking

Racking Specifications

Rails
- Two set standard (for additional rails see accessories)
- Alodine coated
- Holes tapped for 10-32 threads
- Each rail supported by three R-STRUTS™
- .125" Material (Alumiflex®)

Spacing
- 19" or 23" Racking available

Useable Height
- Usable racking height has been revised to only fit in the opening of the door jam which is cabinet height minus 4.25"
- Maximum: 46.25"
- Number of rack units per rail set: 26 Total number RU's: Up to 52*

Useable Depth
- Maximum: 38.5" Minimum: 36.75"

Inside Clearance - Less Rails

Height
- 49.98"

Width
- 23.625"

Depth
- See racking specifications – Useable depth

Ratings

NEMA Class Types available
- NEMA 3R (Vented), NEMA 4 (closed loop-a/c) , NEMA 4X

Paint Tested
- 1000 Hour salt spray (textured)
- 1000 Hour immersion

Door Opening Clearance

Height
- 46"

Width
- 19.5"

Exterior Cabinet Dimensions

Main Body
- Height: 50.23"
- Width: 25.5"
- Depth: 42"

Alumishield®
- Width: 28.46"
- Hang down height: 1.75"
- Depth: 44.669"

Handles
- Protrude 1.875"

Total Space Occupied
- Width: 28.46"
- Height: 50.855"
- Depth: 45.75"

	*Section Starting & Ending Points	Vertical Height Per section	Effective Depth For Each Section
Top	46.75" – 50.23"	3.25"	38.50"
	46.57" – 46.75"	.18"	37.50"
	31.00"- 46.57"	15.57"	38.50"
Center	19.00"-31.00"	12.00"	36.75"
	3.43" – 19.00"	15.57"	38.50"
	3.25" – 3.43"	.18"	37.50"
Bottom	0.00" – 3.25"	3.25"	38.50"

CABINET DETAILS | SCALE: N.T.S. | 1

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REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

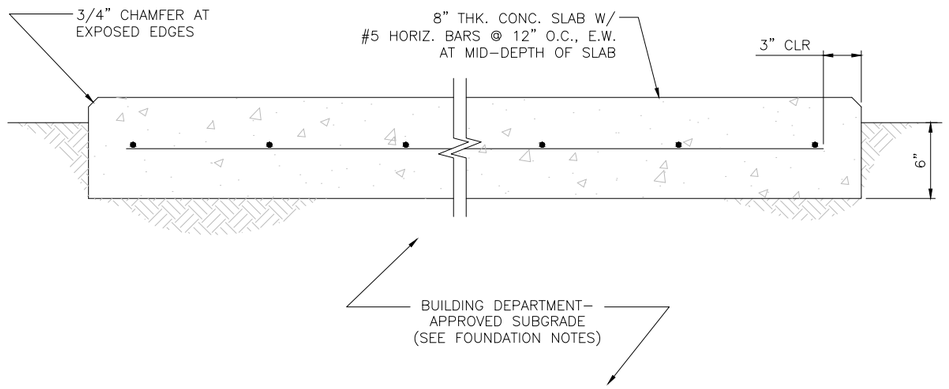
A-4.3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

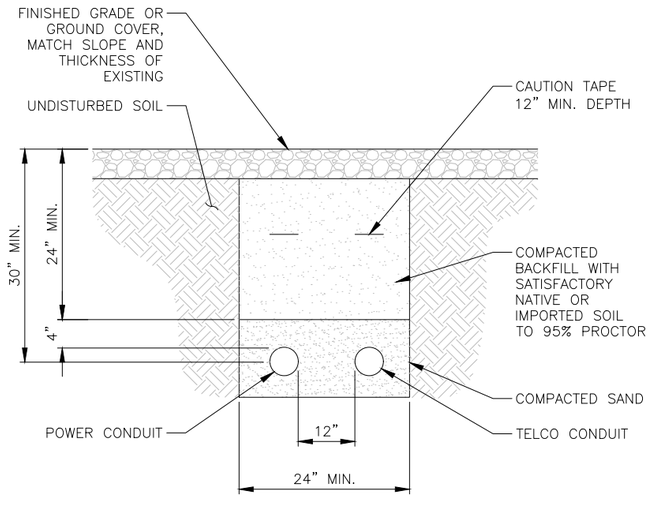
NOT USED | 4

NOT USED | 3

ALL EQUIPMENT AND COMPONENTS SHALL BE ANCHORED IN ACCORDANCE WITH ALL CURRENT BUILDING CODE REQUIREMENTS, AS APPLICABLE. ANCHOR DESIGN AND SPECIFICATION IS NOT INCLUDED AS PART OF THIS SCOPE, BUT SHALL BE PROVIDED PRIOR TO CONSTRUCTION, FOR ALL EQUIPMENT, MECHANICAL AND ELECTRICAL COMPONENTS THAT ARE SUPPORTED BY THIS SLAB FOUNDATION.



CONCRETE PAD DETAIL | SCALE: N.T.S. | 2



NOTES:

1. LEAN CONCRETE, RED-COLORED TOP, MAY BE USED IN PLACE OF COMPACTED SAND.
2. IF POWER AND TELCO ARE PLACED IN THE SAME TRENCH, PER NEC CODE, A MINIMUM OF 12" SEPARATION IS REQUIRED BETWEEN THE POWER AND FIBER CONDUIT.

CONDUIT TRENCH DETAIL | SCALE: N.T.S. | 1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
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PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4.4

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BC-35-14



Pipe-to-Pipe Clamp, heavy duty, joins two 2-3/8 in to 5 in OD

Product Classification

Product Type	Clamp set

General Specifications

Mounting	Pipe-to-pipe
Tower Taper	Tapered

Dimensions

Height	50.8 mm | 2 in
Width	203.2 mm | 8 in
Length	355.6 mm | 14 in
Mounting Diameter, maximum	127 mm | 5 in
Mounting Diameter, minimum	60.96 mm | 2.4 in

Material Specifications

Material Type	Hot dip galvanized steel

Packaging and Weights

Included	Clamp halves | Threaded rod
Packaging quantity	2
Weight, net	12.3 kg | 27.117 lb

Regulatory Compliance/Certifications

Agency	Classification
ISO 9001:2015	Designed, manufactured and/or distributed under this quality management system

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COMMSCOPE®

NOT USED | 2 | PIPE TO PIPE MOUNT DETAILS | SCALE: N.T.S. | 1

Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C-3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
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SITE INFORMATION:

SITE #: FY21-1163

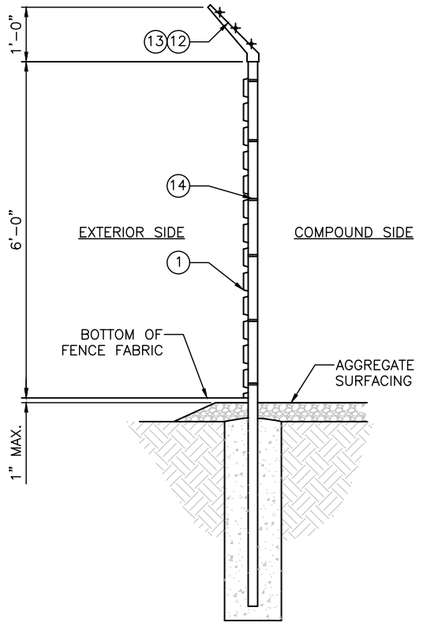
5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

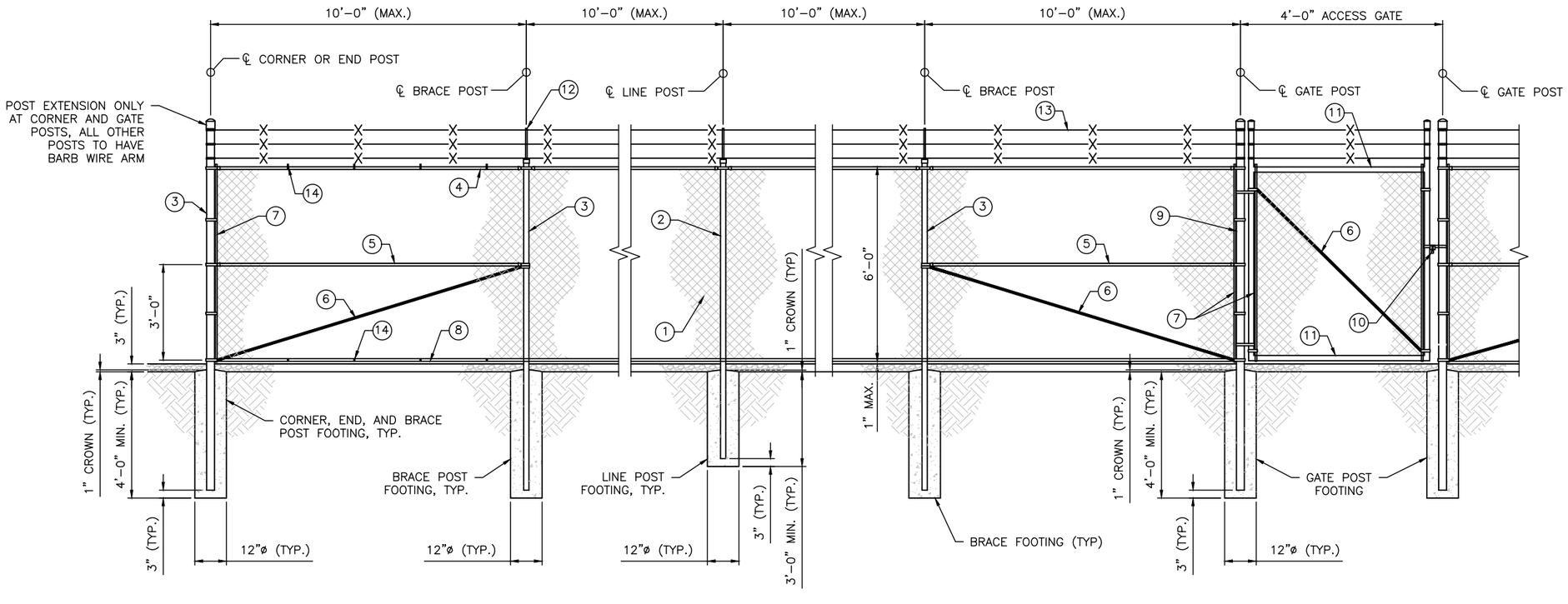
A-4.5



CHAIN LINK FENCE SECTION | SCALE: N.T.S. | 3

1. CHAIN LINK RESIDENTIAL FABRIC: 11–1/2 GAUGE, 2–1/4" MESH; GALVANIZED ASTM–A392, CLASS 2; TWISTED SELVAGE ON TOP, KNUCKLED ON BOTTOM.
2. LINE POSTS: PIPE 2 STD.
3. CORNER, END AND BRACE POSTS: PIPE 3 STD.
4. TOP RAIL: PIPE 1–1/2 STD.
5. BRACE RAIL: PIPE 1–1/2 STD.
6. DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
7. TENSION BAR: 3/16" X 3/4" GALVANIZED FLAT BAR.
8. BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
9. GATE POSTS: PIPE 3 STD.
10. COMBINATION PADLOCK ACCORDING TO CARRIER REQUIREMENTS.
11. GATE FRAMES: PIPE 1–1/2 STD.
12. BARBED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED). ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
13. BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BARBS SPACED 4" APART.
14. FABRIC TIES: ALUMINUM BANDS OR WIRES. FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.
15. MISCELLANEOUS:
   - A. RAIL COUPLINGS: SLEEVE TYPE, 6" LONG EXPANSION SPRING EVERY FIFTH COUPLING.
   - B. POST TOPS: PRESSED STEEL, MALLEABLE IRON WITH PRESSED STEEL EXTENSION ARM, OR ONE–PIECE ALUMINUM CASTING; WITH HOLE FOR TOP, ALL DESIGNED TO FIT OVER THE OUTSIDE OF THE POSTS AND TO PREVENT ENTRY OF MOISTURE INTO TUBULAR POSTS.
   - C. LATCHES SHALL BE FORKED TYPE AND SHALL BE ARRANGED FOR PADLOCKING WITH THE PADLOCK ACCESSIBLE FROM BOTH SIDES OF THE GATE.
   - D. KEEPERS SHALL CONSIST OF MECHANICAL DEVICES FOR SECURING AND SUPPORTING THE FREE END OF THE GATES WHEN IN THE FULL OPEN POSITION. KEEPERS SHALL BE MOUNTED ON 2–7/8" O.D. PIPE POSTS FILLED WITH CONCRETE AND SET IN CONCRETE FOUNDATIONS.
   - E. INSTALL FENCING PER ASTM–F567.
   - F. INSTALL SWING GATES PER ASTM–F900.
   - G. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLETED IF REQUIRED.
   - H. USE GALVANIZED HIG–RING WIRE TO MOUNT ALL SIGNS.
   - I. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE.
   - J. ALL POSTS SHALL HAVE "MUSHROOM" SLEEVE EMBEDDED IN CONCRETE.
   - K. ALL COMPONENTS TO BE HOT–DIPPED GALVANIZED, U.N.O.

FENCE NOTES | 2



CHAIN LINK FENCE ELEVATION | SCALE: N.T.S. | 1

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Rise Broadband

POWDER RIVER
Development Services, LLC

BUSINESS LICENSE #: C–3065

REVISIONS

REV	DATE	DESCRIPTION	INT
0	03/07/22	100% CONSTRUCTION	JDB
A	03/02/22	ISSUED FOR REVIEW 90%	JHT

REVIEWED BY: JAS

STATE OF TEXAS
ANTHONY THOMAS TOMBO III
129673
LICENSED
PROFESSIONAL ENGINEER

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SITE INFORMATION:

SITE #: FY21-1163

5309 ERSKINE ST.
LUBBOCK, TX 79403
LUBBOCK COUNTY

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4.6

TOWER INVENTORY - CITY OF LUBBOCK
RISE BROADBAND
JULY 26, 2022

Site	Location	Address	Height	Design
N/A	N/A	N/A	N/A	N/A

Note: Applicant does not own any towers in the City of Lubbock.

AI# 11008
Regular City Council Meeting
09/27/2022:

6. 6.

Information

Agenda Item

Public Hearing - Planning (District 3): Consider a request for Zone Case 1424-A, a request of Chloe Williams for Brad and Stephen Linneman, for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, 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 approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1424-A
Staff Report 1424-A
Documentation 1424-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. 1424-A; A ZONING CHANGE FROM AM TO C-4 ZONING DISTRICT AT 3804 21ST STREET, SUITE C, LOCATED NORTH OF 21ST STREET AND EAST OF MIAMI AVENUE, REEDER ADDITION, BLOCK 2, 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 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. 1424-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 **AM** to **C-4** zoning district at **3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5,** 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/ZC1424-A
September 1, 222

Planning Department
City of Lubbock

Staff Report	Zone Case 1424-A
City Council Meeting	September 27, 2022

Applicant Chloe Williams

Property Owner Plains Realty Investments, LLC

Council District 3

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- December 15, 1949, Ordinance No. 951: The subject property was annexed into the city limits and zoned One Family District (A).
- January 22, 1953, Zone Case 397, Ordinance No. 1324: The subject property was rezoned from District A to One and Two-Family District (B).
- April 6, 1955, Ordinance 1695: The zoning of the property was converted from District B to Two-Family District (R-2).
- August 11, 1966, Zone Case 1424, Ordinance No. 5067: The subject property was rezoned from R-2 to Apartment-Medical District (AM).
- September 1, 2022, Zone Case 1424-A: The Planning and Zoning Commission recommended approval for a zone change from AM to Commercial District (C-4) limited to Suite C and 1300 square feet of gross floor area by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 19
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was platted as Reeder Subdivision, Block 2, Lot 5 in 1947 and is currently developed with a medical office, constructed in 1983.

Adjacent Property Development

This property is surrounded by medical offices and vacant subdivided land, all zoned Apartment-Medical District (AM).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue. The applicant requests a zone change from Apartment-Medical District (AM) to Commercial District (C-4) in order to operate a medical tattooing studio.

Current zoning: **Apartment-Medical District (AM)**

Requested zoning: **Commercial District (C-4)**

Intent Statements

The intent of the current AM zoning is "to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center. When proposed development in this district is adjacent to any residentially 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 the adjacent uses."

The intent of the proposed C-4 zoning is "to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

Traffic Network/Infrastructure Impacts
The property is located north of 21st Street, which is designated as a Local Street, and west of Memphis Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. Local Streets provide access to smaller, destination-oriented areas such as neighborhoods, subdivisions, or local business districts. 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. The integration of a medical tattooing studio will fit well with the surrounding medical uses in the neighborhood.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for offices. Although the medical tattooing studio does not comply with this designation, the proposed use would be appropriate in this location.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the Zoning Ordinance and will be appropriate at the proposed location.

Suitability of Property for Allowed Uses
The property is suitable for the proposed district, and should not require additional improvements.

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

Aslyn Henry
Planner
Planning Department
806-775-2021
ahenry@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1424-A

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from 21st Street and Miami Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
21st Street *Local Street*	R.O.W. 50 feet, two-lane, undivided, paved	R.O.W. 50 feet, two-lane, undivided, paved
Miami Avenue *Local Street*	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

District 3

5.5 **Zone Case 1424-A:** Chloe Williams for Brad and Stephen Linneman, request for a zone change from Apartment-Medical District (AM) to Commercial District (C-4) at:

- 3804 21st Street, Suite C, located north of 21st Street and east of Miami Avenue, Reeder Addition, Block 2, Lot 5.

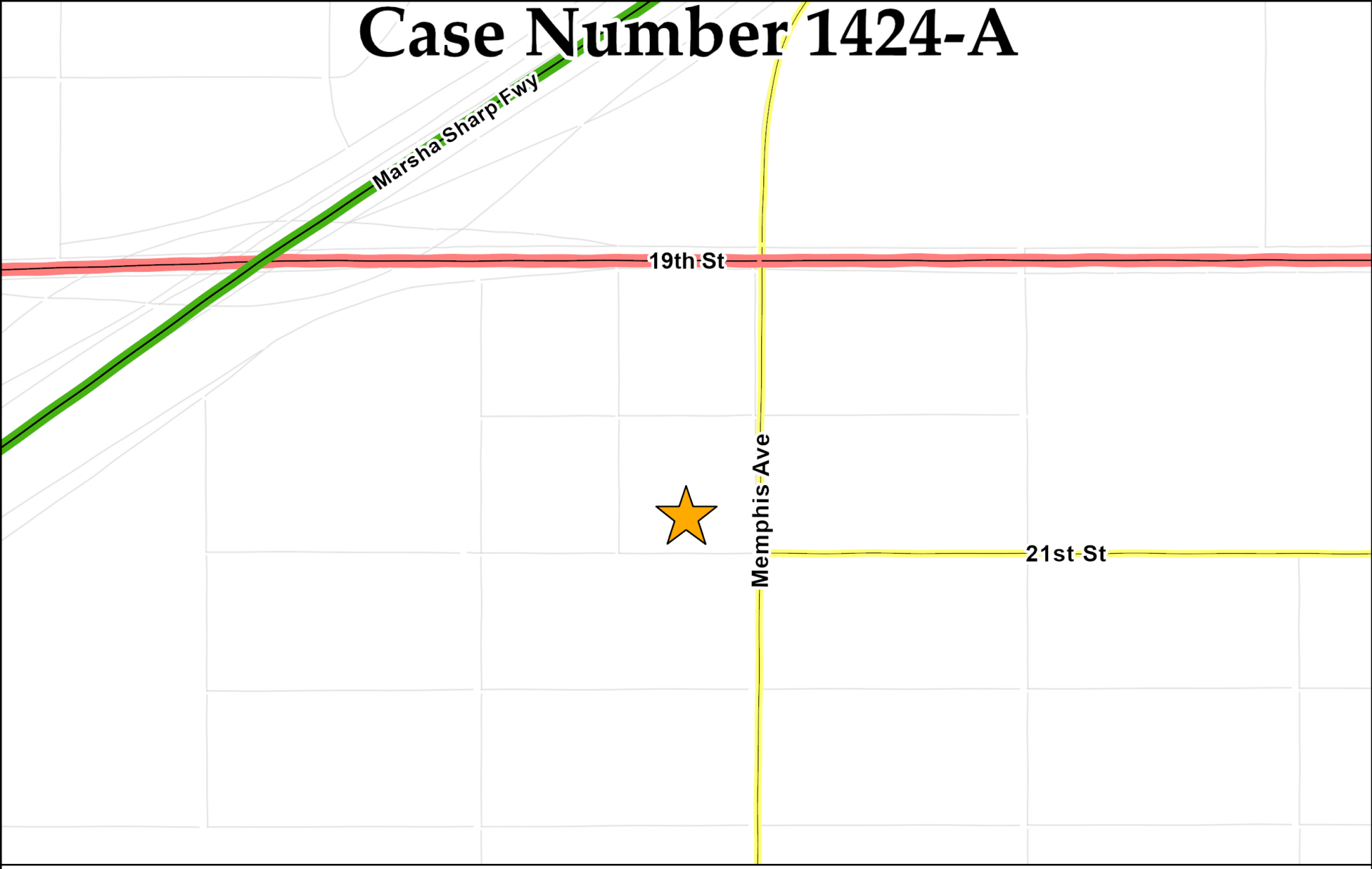
PLANNER ASLYN HENRY stated there were nineteen (19) notifications sent out with one (1) returned in favor. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT CHLOE WILLIAMS Sublime Skin 3804 21st Street Suite C, gave a description of the services that are provided at the salon. Ms. Williams explained they need C-4 zoning to offer permanent cosmetic tattooing. Stacy Butts, the cosmetic tattoo artist, will first offer intradermal tattooing, such as eyebrows, eyeliner, and lips. Later on, she would like to offer paramedical tattooing, such as tattooing areola on patients that have experienced breast cancer and have had a mastectomy, or a patient born with a cleft lip that has undergone correction surgery and they can add color and shape to the lip. Ms. Butt works 8 am to 5 pm for Covenant Health Partners and they are in support of her on this venture to provide these types of services. Ms. Butts is licensed by the Department of Health for the services she will be providing.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 1424-A**, a motion was made by **JORDAN WHEATLEY** and seconded by **BRANDON HARDAWAY** to approve the request with the conditions that it be limited to Suite C and 1300 square feet, and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1424-A



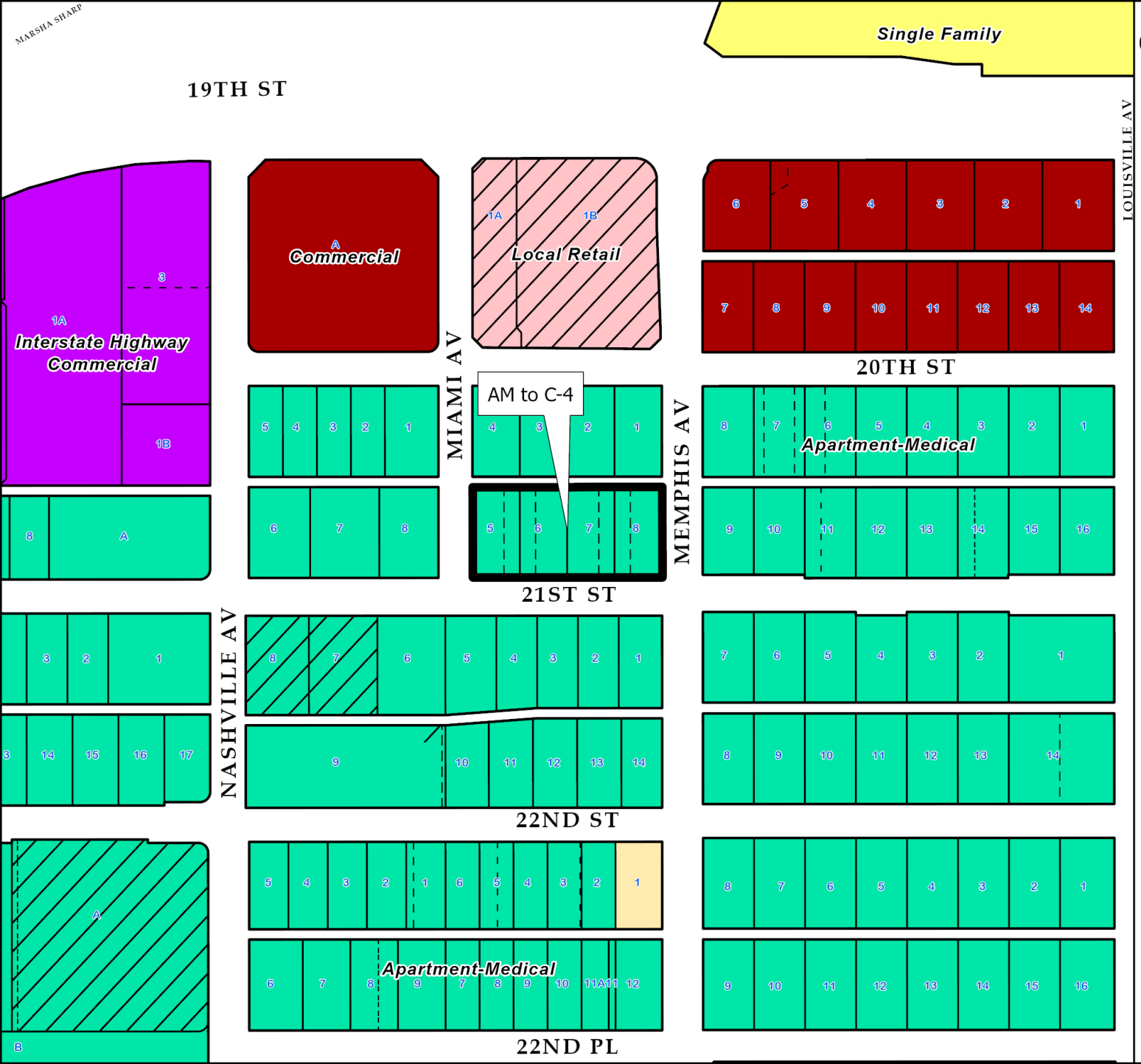
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

Case Number 1424-A





Current Zoning

1424-A

Zoning Districts

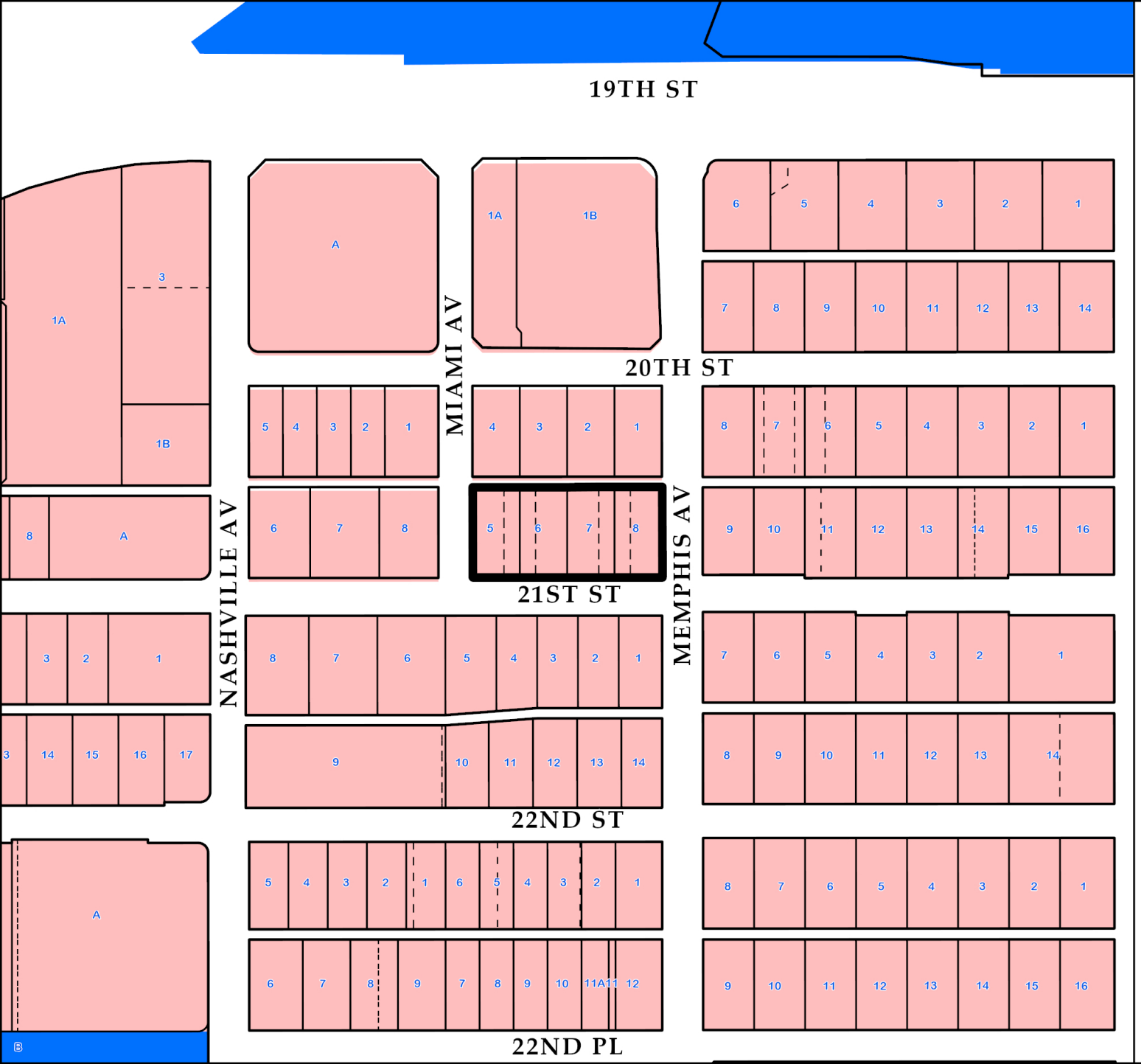
- Apartment-Medical
- Apartment-Medical Specific Use
- Restricted Local Retail
- Local Retail Specific Use
- Commercial
- Interstate Highway Commercial
- Single Family

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 1424-A

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022



West View—Subject Property.



North View.



South View.



East View.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 3804 21st Street STE C Lubbock, TX 79410

Lots/Tracts: Lot 5-8, Unit 4, Bld A, Block 2, Reeder

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: < 1

Existing Land Use: medical office Existing Zoning: AM

Requested Zoning: C-4 Specific Use - Tattoo STE C

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: Chloe Williams

Address: 4415 58th Street City: Lubbock, TX State: TX

ZIP Code: 79414 Telephone: (575) 408-2140 Email: chloemariewilliams@yahoo.com

Applicant's Signature: Chloe Williams

Date: 8/1/2022 Printed Name: Chloe Williams

Owner Information

Firm Name: Plains Realty Investments, LLC

Owner: Dustin Jones

Address: 6824 Wayne Ave, Ste 3 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806 535 4278 Email: dustin@dustinjonesrealty.com

Property Owner's Signature: DJ

Date: 8/4/22 Printed Name: Dustin Jones

Preparer Information

Preparer's Signature: Chloe Williams

Date: 8/1/2022 Printed Name: Chloe Williams

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.

AI# 11011
Regular City Council Meeting 6. 7.
09/27/2022:

Information

Agenda Item

Public Hearing - Planning (District 4): Consider a request for Zone Case 1131-P, a request of JCW Development, LLC for various applicants, for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1131-P
Staff Report 1131-P
Documentation 1131-P

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. 1131-P; A ZONING CHANGE FROM C-3 TO C-3 SPECIFIC USE FOR BLOOD BANK AND BLOOD PLASMA CENTERS, AT 5047 INDIANA AVENUE, LOCATED SOUTH OF 50TH STREET AND EAST OF INDIANA AVENUE, MONTEREY CENTER ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 1131-P

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-3 Specific Use** for **Blood Bank and Blood Plasma Centers** zoning district at **5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C**, 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/ZC1131-P
September 1, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1131-P
City Council Meeting	September 27, 2022

Applicant JCW Development, LLC

Property Owner Various

Council District 4

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- February 26, 1953 Ordinance No. 1316: The subject property was annexed into city limits and zoned One Family District (A).
- November 22, 1955, Zone Case 0540, Ordinance No. 1683: The zoning was amended from District A to Single Family District (R-1).
- September 26, 1963, Zone Case 1112, Ordinance No. 4172-1963: The subject property was rezoned from R-1 to Multifamily (R-3).
- March 9, 1967, Zone Case 1131-A, Ordinance No. 5205: The subject property was rezoned from R-1 and R-3 to General Retail District (C-3).
- September 1, 2022, Zone Case 1131-P: The Planning and Zoning Commission recommended approval for a Specific Use for Blood Banks & Blood Plasma Centers by a vote of 8-0-0

Notification Summary

- Notifications Sent: 17
- Received In Favor: 1
- Received In Opposition: 4 (2 outside the notification boundary)

Site Conditions and History

The subject property was platted as Monterey Center Addition, Tract C in 1970. The southwest portion of the existing commercial structure on the balance of the Original Tract C remains vacant.

Adjacent Property Development

To the east and west are commercial businesses zoned General Retail District (C-3), to the north is a High School zoned Single Family-District (R-1) and to the south are single-family residences zoned Single-Family District (R-1).

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5047 Indiana Avenue, south of 50th Street and east of Indiana Avenue. The applicant is requesting a Specific Use for a Blood bank & Blood Plasma Center on property zoned C-3.

Current zoning: **General Retail District (C-3)**

Requested zoning: **Specific Use for Blood Banks & Blood Plasma Centers**

Intent Statements

The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered. "

The intent of the proposed Specific Use 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 50th Street and east of Indiana Avenue, which are both designated as Principal Arterials. Arterials are continuous routes whose function is to serve high volume needs of local and regional traffic.

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 appropriate on property zoned C-3.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and should not require additional public improvements.

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 Responses

Staff Contacts

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Planner
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Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 1131-P

Allowable Uses: General Retail District (C-3) and Specific Use

Transportation: The proposed development has a point of access from Indiana Avenue and 50th Street

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue *Principal Arterial (Completed)*	R.O.W. 92 feet, seven-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
50th Street *Principal Arterial (Completed)*	R.O.W. 106 feet, seven-lane, undivided, unpaved	R.O.W. 110 feet, seven-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 4

5.8 **Zone Case 1131-P:** JCW Development, LLC for various applicants, request for a Specific Use for Blood Banks & Blood Plasma Centers on property zoned General Retail District (C-3) at:

- 5047 Indiana Avenue, located south of 50th Street and east of Indiana Avenue, Monterey Center Addition, Tract C.

PLANNER CASSIE BERMEA stated there were seventeen (17) notifications sent out with four (4) returned in opposition, two of which were outside the notification boundary. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT LAURA PRATT 1602 13th Street attorney at Brady & Hamilton representing JCW LLC. Biolife wants to develop the southwest corner of the building to open a blood plasma center. She gave a detailed presentation about the JCW Company and the Biolife operation.

REPRESENTATIVE JEFF TARRIS 100 Tower Road Beaver Dam, WI, JCW Development discussed the sewer issue at the property. The landlord advised there was a burned-out lift station that has since been replaced. There would be some updates to the sewer system to handle the Biolife location.

OPPOSITION DENNIS REEVES 3301 53rd Street is concerned about traffic on Indiana Avenue. Traffic has already increased since Market Street was constructed. He has safety concerns, specifically regarding the clientele of the business. This is not a good location for this type of business and he is concerned about two businesses facing Indiana Avenue.

OPPOSITION WAYNE MC NEIL 3302 53rd Street stated this business is directly across the alley from his home. He is concerned about the sewer issue and what could be in the sewer line, leaking into the alley. He shared pictures of clients outside the plasma center on 34th Street. He visited that plasma center and they require the same type of documents presented by the applicant. There are already makeshift homes in his alley. You cannot diagnose HIV, Hepatitis C or any other type of infectious disease from a physical examination. Almost all the neighborhood has shown up tonight in opposition. He would like to see this business in a commercial location.

OPPOSITION MARIA BILLINGSLEY 4403 53rd Street moved here to take care of her father-in-law. It is a great neighborhood. It is easy to make a fake ID and she has lost family members from drug use. She is concerned this business will attract drug users that need quick money to buy drugs. She has already seen several accidents at that intersection and is concerned about the increase in traffic.

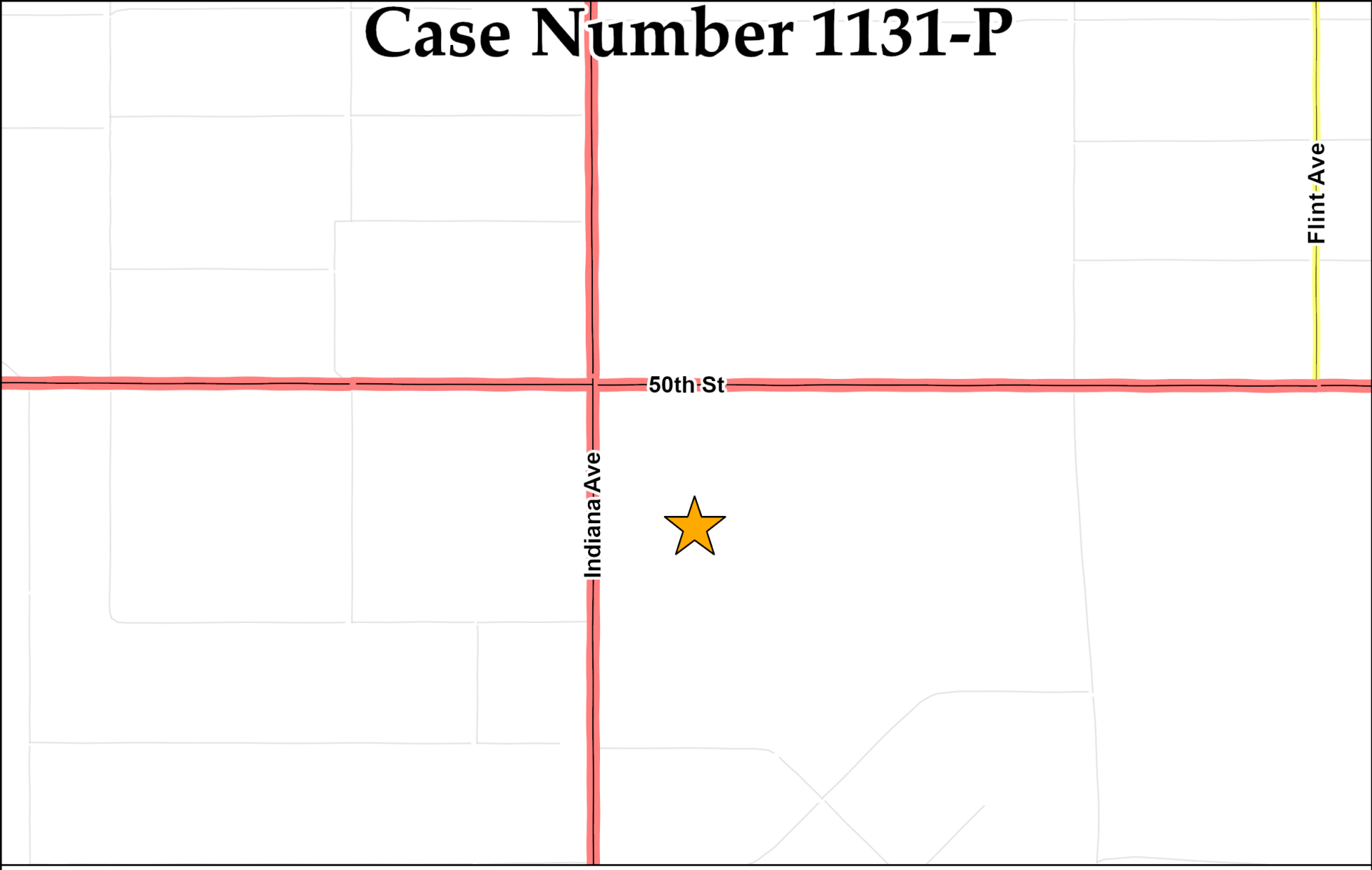
OPPOSITION CONNER CHANDLER 3306 53rd Street is mostly concerned about the increase in crime a business like this would bring to his neighborhood. His backyard faces the rear of this business.

FAVOR LUKE LENS 2812 Royal Acres Denton, Texas with BioLife explained the testing that must be done before the supplies collected could be used. The location has been chosen so they are in the public view. They will take the upmost care of their property.

BOARD MEMBERS had conversation among themselves and the applicant. Members asked about lighting. The applicant stated that there is will be lights added to the building. The applicant will be addressing the issues of the sewer. The board feels like traffic will not be adding to the traffic in the area already. Most of the board feels like this business would be good for the neighborhood.

In the matter of **Zone Case 1131-P**, a motion was made by **BRANDON HARDAWAY** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

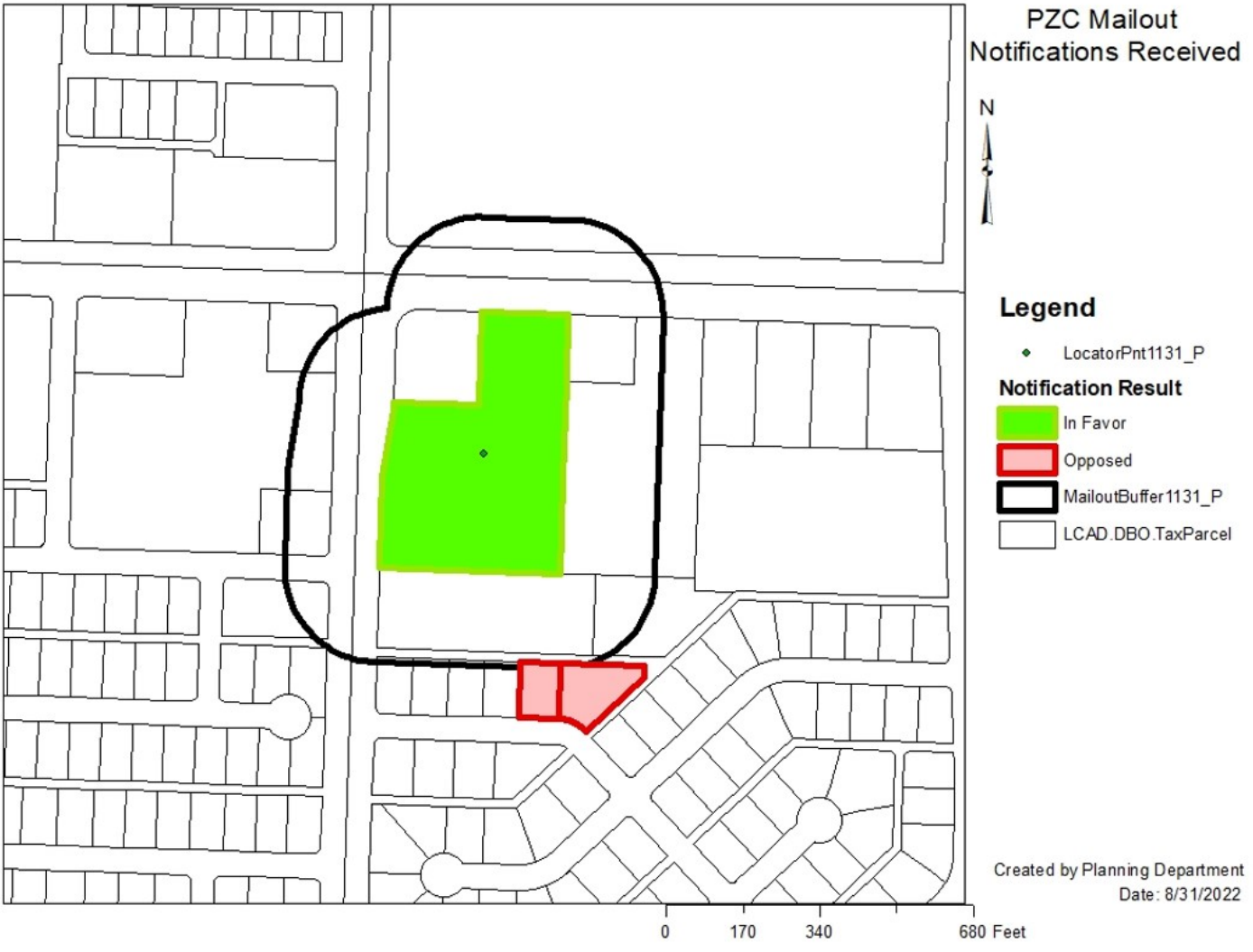
Case Number 1131-P



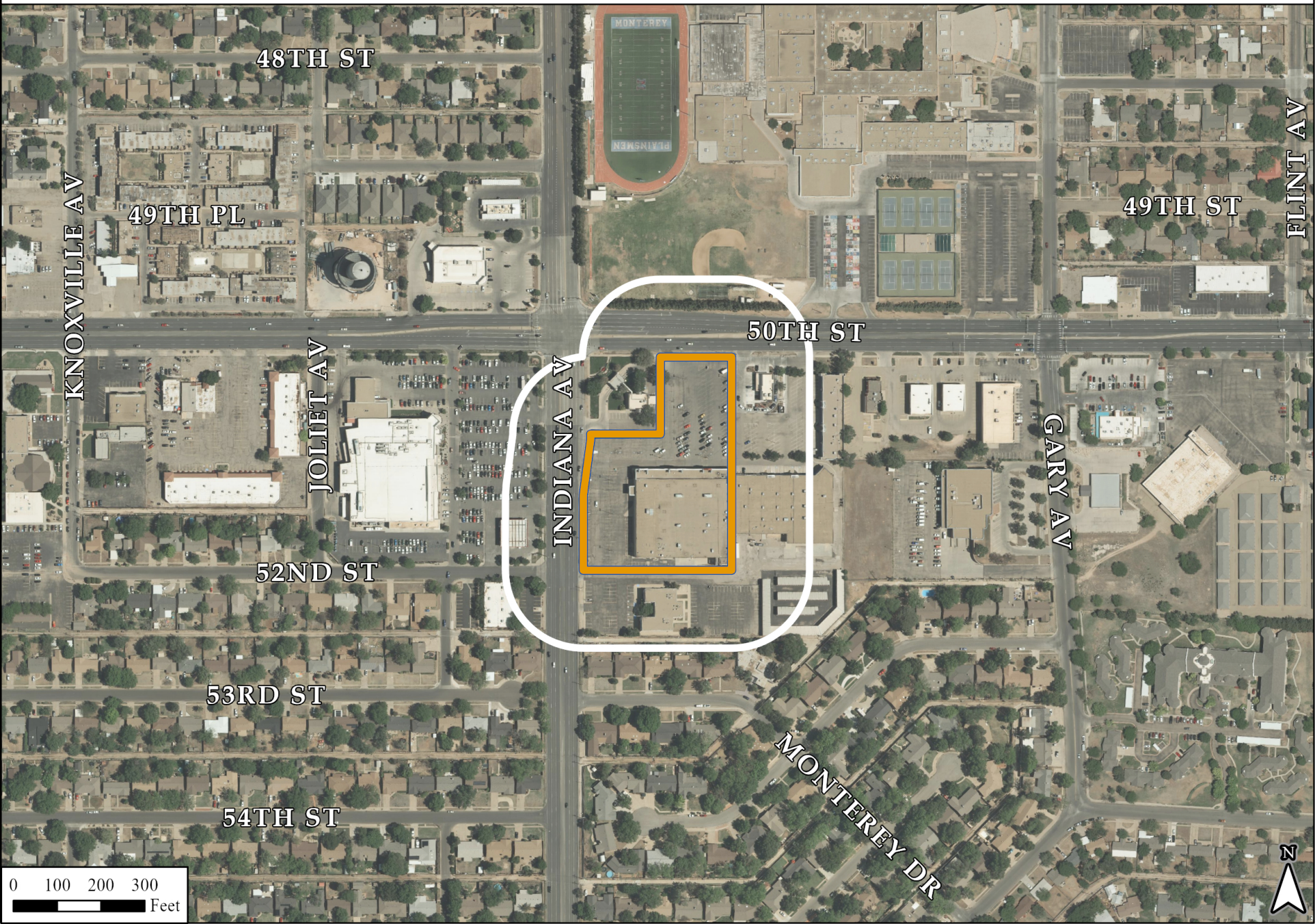
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

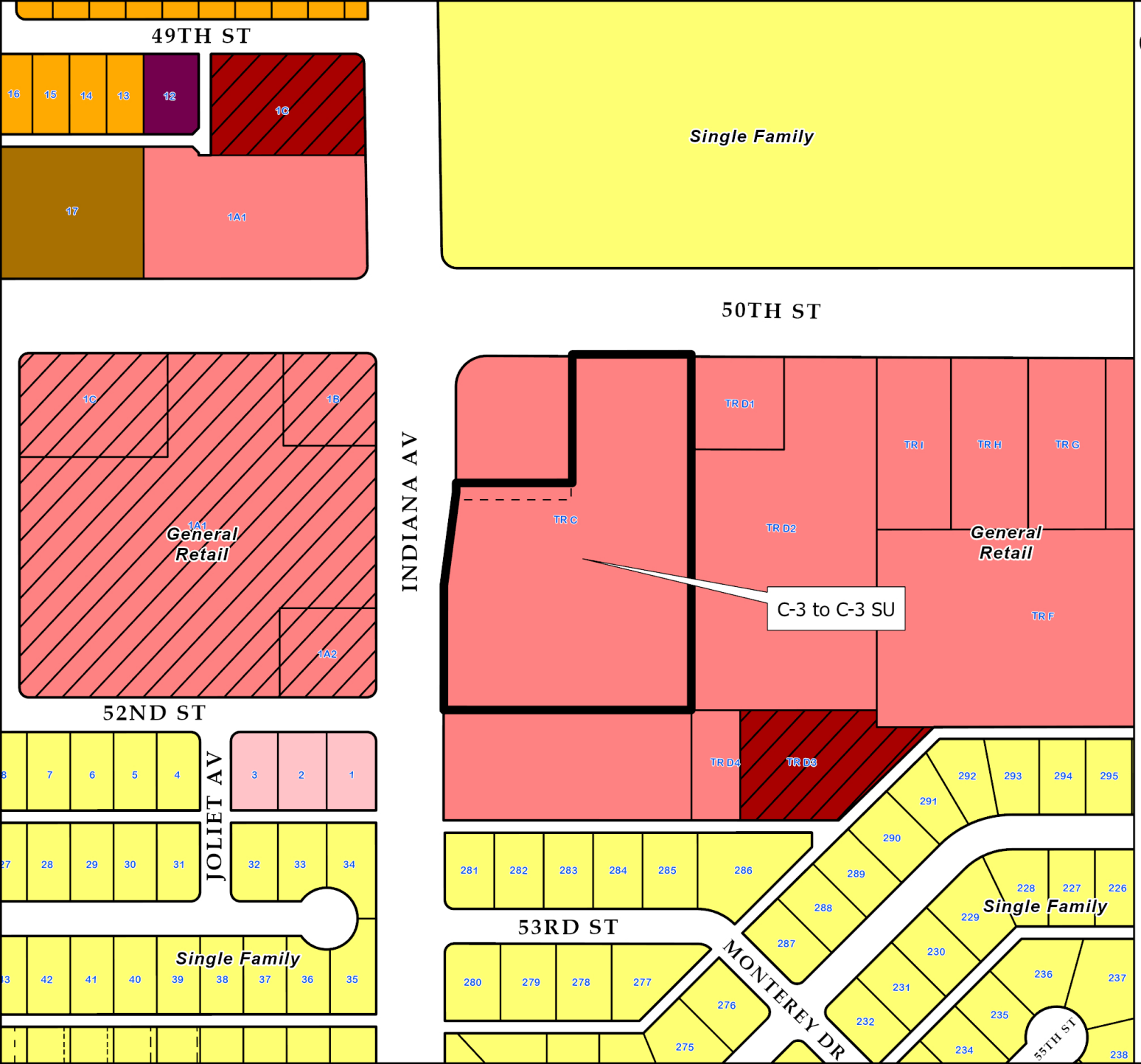
N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt1131_P
Notification Result
In Favor
Opposed
MailoutBuffer1131_P
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 8/31/2022
0
170
340
680 Feet

Case Number 1131-P




49TH ST
16
15
14
13
12
1C
17
1A1
Single Family
50TH ST
1C
1B
1A1
General Retail
1A2
52ND ST
INDIANA AV
TR D1
TR I
TR H
TR G
TR C
TR D2
General Retail
C-3 to C-3 SU
TR F
TR D4
TR D3
8
7
6
5
4
3
2
1
JOLIET AV
27
28
29
30
31
32
33
34
Single Family
43
42
41
40
39
38
37
36
35
281
282
283
284
285
286
53RD ST
280
279
278
277
276
275
MONTEREY DR
290
291
292
293
294
295
289
288
287
228
227
226
Single Family
229
230
231
232
236
237
235
234
55TH ST
238
Current Zoning
1131-P
Zoning Districts
Local Retail
General Retail
General Retail Specific Use
Commercial Specific Use
Commercial-Apartment
Single Family
Two Family
Multi-Family
N
0
100
200
300
Feet
City of Lubbock TEXAS
Date Exported: August 2022



West View.



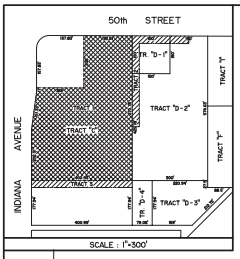
East View.



North View.



South View.



LAND TITLE SURVEY

PERIMETER AND IMPROVEMENT SURVEY
OF A PORTION OF TRACT "C"

MONTEREY CENTER ADDITION

TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
ACCORDING TO THE MAP, PLAT AND/OR DEDICATION
DEED THEREOF RECORDED IN VOLUME 1240, PAGE 413,
DEED RECORDS OF LUBBOCK COUNTY, TEXAS

50th STREET

INDIANA AVENUE

POINT OF BEGINNING "TRACT 1"
FOUND RAILROAD SPIKE BEARS S 89°46'50" E 0.81' FROM THE NORTHWEST CORNER OF SECTION 7, BLOCK E-2

POINT OF BEGINNING "TRACT 2"
FOUND RAILROAD SPIKE BEARS N 89°46'50" W 0.81' FROM THE NORTHEAST CORNER OF SECTION 7, BLOCK E-2

POINT OF BEGINNING "TRACT 3"
FOUND RAILROAD SPIKE BEARS N 89°46'50" W 0.81' FROM THE SOUTHEAST CORNER OF SECTION 7, BLOCK E-2

TRACT 1
A 4.272 ACRE PORTION OF TRACT "C"

TRACT 2
A 0.700 ACRE PORTION OF TRACT "C"

TRACT 3
A 0.700 ACRE PORTION OF TRACT "C"

A PORTION OF TRACT "C"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 1240, Pg 413
Owner : City Bond
Vol. 3266, Pg. 249

TRACT "D-1"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25
Owner : AS Seminole Clampers
Vol. 6240, Pg. 817

TRACT "D-2"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25

TRACT "D-3"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25

TRACT "D-4"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 2586, Pg 25

A PORTION OF TRACT "C"
MONTEREY CENTER ADDITION
Plat Recorded Vol. 1240, Pg 413
Owner : Estates Trust Inc.
Vol. 63382, Pg. 93

2 - STORY
CONC. & BRICK
BUILDING
61,755 SQ. FT.

ADJACENT 1-STORY
CONC. BUILDING
STUCCO & BRICK TRIM

ASPHALT PAVED

CONC. PAVED

CONC. DRIVE

CONC. WALK

S89°45'25"E 187.96'
(S89°46'50"E 188.00' Deed)

S89°59'24"W 400.95'
(EAST - WEST 400.93' Deed)

S89°59'24"W 400.95'

N00°01'43"E 275.83'
(N00°01'43"E 275.78' Deed)

N00°02'35"E 208.19'
(N00°01'43"E 208.00' Deed)

N00°01'43"E 361.41'
(N00°01'43"E 361.39' Deed)

N00°01'43"E 275.83'
(N00°01'43"E 275.78' Deed)

N00°01'43"E 208.19'
(N00°01'43"E 208.00' Deed)

S00°01'43"E 331.39'

S00°01'43"E 275.83'

S89°46'50"E 192.80' CONC.
(S89°46'50"E 192.81' Deed)

S89°46'50"E 225'

S89°46'50"E 156.98'

S89°46'50"E 245.6'

S89°46'50"E 245.6'

N89°46'50"W 245.6'

N89°46'50"W 245.6'

87.5'

132.7'

50.6'

GRAPHIC SCALE IN FEET
SCALE : 1"=30'

NOTES:
SCALE : 1"=30'
HEAVY LINES INDICATE PLAT LIMITS
CONTAINS 186,075 SQ. FT. = 4.272 ACRES (MEASURED).
INCLUDE 30 SQ. FT. = 0.700 ACRES (DEED)
CONTROL MONUMENTS AS FOUND & SHOWN.
BEARINGS RELATIVE TO THE NORTH LINE OF TRACT "C".
ALL CORNERS ARE SET OR FOUND AS SHOWN ON FINAL PLAT
RECORDED IN VOL. 1240, PG. 413.
THIS TRACT IS SUBJECT TO A BLANKET GARBAGE COLLECTION
EASEMENT AS RECORDED IN VOL. 1240, PG. 367.
O - FD. 5/8" ROD
⊕ - SET RAILROAD SPIKE
⊕ - SET "X" IN CONCRETE, w/CAP
⊕ - SET "X" IN CONCRETE
+ - FD. "X" CUT IN CONCRETE
⊕ - SET, "CROW'S FOOT" IN CONCRETE
A - FD. "CROW'S FOOT" CUT IN CONCRETE
⊙PP - POWER POLE
•CO - CLEAN OUT
⊕LP - LIGHT POLE ON CONC.
⊙H - STREET LIGHT
☎ - TELEPHONE RISER
• - GUARD POST

EASEMENT WARNING
Easement information shown on this survey was taken from title commitment provided by Commonwealth Land Title Insurance Company, Title Policy GF No. 47980 dated 11/29/00. 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.

INDICATES CROSS EASEMENT AGREEMENT (INGRESS AND EGRESS) AS RECORDED IN VOL. 1934, PG. 471.

INDICATES DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS AS RECORDED IN VOL. 2970, PG. 250, CORRECTION AND RATIFICATION RECORDED IN VOL. 3131, PG. 199, FIRST AMENDMENT RECORDED IN VOL. 3170, PG. 1; AND GRANT OF EASEMENTS AS RECORDED IN VOL. 2970, PG. 255.

SCALE : 1"=300'

Tract 1

METES AND BOUNDS DESCRIPTION of a portion of Tract "C", Monterey Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1240, Page 413, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "X" found cut in concrete in the South right-of-way line of 50th Street at the most Northerly Northwest corner of this tract, which bears S. 00°01'10" W. a distance of 75.19 feet and S. 89°46'50" E. a distance of 263.00 feet from the Northwest corner of Section 7, Block E-2, Lubbock County, Texas;

THENCE S. 89°46'50" E., along said South right-of-way line, a distance of 192.80 feet (deed calls S. 89°46'50" E. 192.81 feet) to a 3/8" iron rod found at the Northeast corner of said Tract "C";

THENCE S. 00°01'43" E., along the East line of said Tract "C", a distance of 575.83 feet (deed calls South 575.78 feet) to a railroad spike found at the Southeast corner of this tract;

THENCE S. 89°59'24" W. a distance of 400.95 feet (deed calls West 400.93 feet) to an "X" cut in concrete in the East right-of-way line of Indiana Avenue for the Southwest corner of this tract;

THENCE N. 00°02'18" W., along said East right-of-way line, a distance of 202.31 feet (deed calls N. 00°01'10" E. 202.31 feet) to an "X" cut in concrete for a point of intersection;

THENCE N. 07°32'56" E., continuing along said East right-of-way line, a distance of 151.34 feet (deed calls N. 07°36'50" E. 151.33 feet) to a concrete nail with cap set for a point of intersection;

THENCE N. 00°01'15" E., continuing along said East right-of-way line, a distance of 16.90 feet (deed calls N. 00°01'10" E. 17.00 feet) to a 3/8" iron rod found at the most Westerly Northwest corner of this tract;

THENCE S. 89°45'25" E. a distance of 187.96 feet (deed calls S. 89°46'50" E. 188.00 feet) to a conc. nail with cap set for a corner of this tract;

THENCE N. 00°02'35" E. a distance of 208.19 feet (deed calls N. 00°01'10" E. 208.00 feet) to the Point of Beginning.

Contains: 186,075 sq. ft.- 4.272 acres (measured).

Tract 2

METES AND BOUNDS DESCRIPTION of a non-exclusive easement for underground utility lines and ingress and egress as forth in Deed dated January 8, 1970, recorded in Volume 1222, Page 606, Deed Records of Lubbock County, Texas, located in Tracts "D-1" and "D-2", Monterey Center Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 1222, Page 606, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found in the South right-of-way line of 50th Street at the Northwest corner Tract "D-1", Monterey Center Addition and this tract, which bears S. 00°01'10" W. a distance of 75.19 feet and S. 89°46'50" E. a distance of 455.81 feet from the Northwest corner of Section 7, Block E-2, Lubbock County, Texas;

THENCE S. 89°46'50" E., along the North line of said Tract "D-1" and said South right-of-way line, at a distance of 150.00 feet pass a "crow's foot" found cut in concrete at the Northeast corner of said Tract "D-1", continuing along the North line of Tract "D-2", Monterey Center Addition and said South right-of-way line for a total distance of 225.00 feet to a "crow's foot" cut in concrete for the Northeast corner of this tract;

THENCE South a distance of 30.00 feet to a concrete nail with cap set for the most Easterly Southeast corner of this tract;

THENCE N. 89°46'50" W. a distance of 196.98 feet (deed calls N. 89°46'50" W. 197.00 feet) to an "X" cut in concrete for an "ell" corner of this tract;

THENCE S. 00°01'43" E., 28 feet East of and parallel to the East line of Tract "C", Monterey Center Addition, a distance of 331.30 feet (deed calls South 331.30 feet) to a point for the most Southerly Southeast corner of this tract;

THENCE West a distance of 28.00 feet to a point in the East line of said Tract "C", for the Southwest corner of this tract;

THENCE N. 00°01'43" W., along the East line of said Tract "C", a distance of 361.41 feet (deed calls North 361.40 feet) to the Point of Beginning.

Tract 3

METES AND BOUNDS DESCRIPTION of a non-exclusive easement for underground utility lines and ingress and egress as forth in Deed dated January 8, 1970, recorded in Volume 1222, Page 606, Deed Records of Lubbock County, Texas, located in Tract "C", Monterey Center Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 1240, Page 413, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "X" cut in concrete in the East right-of-way line of Indiana Avenue for the Northwest corner of this tract, which bears S. 00°01'10" W. a distance of 652.5 feet and East a distance of 55.00 feet from the Northwest corner of Section 7, Block E-2, Lubbock County, Texas;

THENCE N. 89°59'24" E a distance of 400.95 feet (deed calls East 400.93 feet) to a railroad spike found in the East line of said Tract "C", at the Northeast corner of this tract;

THENCE S. 00°01'43" E., along the East line of said Tract "C", a distance of 27.50 feet (deed calls South 27.50 feet) to a concrete nail with cap set for the Southeast corner of this tract;

THENCE S. 89°59'24" W a distance of 400.95 feet (deed calls West 400.94 feet) to a "crow's foot" cut in concrete in the East right-of-way line of Indiana Avenue for the Southwest corner of this tract;

THENCE N. 00°02'18" W., along said East right-of-way line, a distance of 27.50 feet (deed calls N. 00°01'10" E. 27.50 feet) to the Point of Beginning.

CERTIFICATION TO:
Schwab Investment VII, LLC, A California Limited Liability Company, Harrow Investment II, LLC, A California, Limited Liability Company, United States Steel and Carnegie Pension Fund

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is true and correct and substantially complies with the current Texas Society of Professional Surveyors for a Category 1A Condition I Survey. This Property does not lie within a flood boundary area as shown on Panel 45 of 55 of the FIRM for the City of Lubbock, Community Panel No. 480452-0045C, effective date September 2, 1982 and revised March 18, 1986, ZONE C.
January 19, 2001
Revised February 20, 2001 to address legal comments.

Daniel E. Martinez
Registered Professional Land Surveyor
No. 4515 State of Texas

WARNING
This plat is invalid unless it bears an original signature across the seal.

NOTE: This survey is in substantial compliance with Standard TREC Contract Form No. 20-2.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
LUBBOCK, TEXAS 79410
PHONE: (806) 794-0648
FAX: (806) 794-0650

EXHIBIT A

Being a part of Tract C, Monterey Center Addition, to the City of Lubbock, as recorded in Volume 1240, Page 413, Plat Records, Lubbock County, Texas, said Tract being also located in Section 7, Block E-2 Lubbock County and being more particularly described by metes and bounds, as follows:

Beginning at a point which bears S. 0° 01' 10" W., 75.19 feet and S. 89° 46' 50" E., 263.00 feet from the Northwest corner of Section 7, Block E-2, said point being in the South line of 50th St.;
Thence S. 89° 46' 50" E., with the South line of 50th St. 192.81 feet;
Thence South 575.78 feet;
Thence West 400.93 feet to a point in the East line of Indiana Ave.;
Thence N. 0° 01' 10" E . with the East line of Indiana Ave., 202.31 feet;
Thence N. 7° 36' 50" E., 151.33 feet;
Thence N. 0° 01' 10" E., 17.00 feet;
Thence S. 89° 46' 50" E., 188.00 feet;
Thence N. 0° 01' 10" E., 208.00 feet to the place of beginning and the non-exclusive easements conveyed to Skaggs-Albertson's Properties, Inc. and described in deed from A. M. Leftwich, Jr., J. R. Leftwich and K. D. Leftwich to Skaggs-Albertson· s Properties, Inc., dated January 8, 1970, recorded in deed records of Lubbock County, Texas, and a portion of which land is a part of Tract "C" Monterey Center Addition to the city of Lubbock, Lubbock County, Texas.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5047 Indiana Avenue, Lubbock, Texas 79413

Lots/Tracts: Tract C, Section 7, Block E-3

Survey & Abstract: Monterey Center Addition

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: _____

Existing Land Use: Commercial Service Existing Zoning: C-3 General Retail District

Requested Zoning: Specific Use - Blood Banks & Blood Plasma Centers

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: JCW Development, LLC

Name: Jeff Tarris, VP of Development

Address: 100 Tower Drive City: Beaver Dam State: WI

ZIP Code: 53916 Telephone: (920) 356-1255 Email: jtarris@jcwdev.net

Applicant's Signature: Jeffrey A Tarris

Date: 6.28.2022 Printed Name: Jeffrey A. Tarris

Owner Information

Firm Name: See attached

Owner: _____

Address: _____ City: _____ State: _____

ZIP Code: _____ Telephone: _____ Email: _____

Property Owner's Signature: _____

Date: _____ Printed Name: _____

Preparer Information

Preparer's Signature: Garrett Couts

Date: 6.28.2022 Printed Name: Garrett Couts - Brady & Hamilton, LLP

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.

APPLICATION FOR ZONING CHANGE

Owner Information:

1. Owner: Harrow Investment II, LLC
   Address: 5959 Corvette Street
   City: Commerce
   State: California
   Zip Code: 90040
   Telephone: 323 887 9500
   Email: lharrow@hollywoodbed.com
   Property Owner's Signature: _____
   Date: July 25, 2022
   Printed Name: LARRY HARROW

2. Owner: Schwab Investment VII, LLC
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____
   Printed Name: _____

3. Owner: Matthew L. Schwab 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____
   Printed Name: _____

4. Owner: Sydney Schwab Meller 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____

APPLICATION FOR ZONING CHANGE

Owner Information:

1. Owner: Harrow Investment II, LLC
   Address: 5959 Corvette Street
   City: Commerce
   State: California
   Zip Code: 90040
   Telephone: _____
   Email: _____
   Property Owner's Signature: _____
   Date: _____
   Printed Name: _____

2. Owner: Schwab Investment VII, LLC
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212 _ 310
   Telephone: 310 273-7355
   Email: mlschwab@pacbell.net
   Property Owner's Signature: _____
   Date: July 25, 2022
   Printed Name: Michael L. Schwab

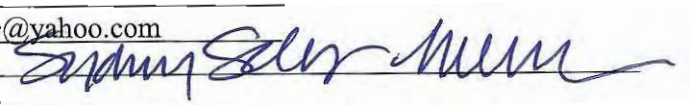
3. Owner: Matthew L. Schwab 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212 _
   Telephone: 310 273-7355
   Email: matthewlschwab@gmail.com
   Property Owner's Signature: _____
   Date: July 25, 2022
   Printed Name: Matthew L. Schwab

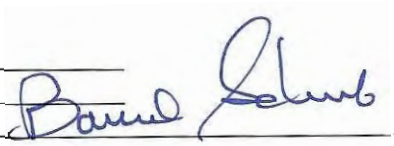
4. Owner: Sydney Schwab Meller 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: Sydneyschwab@yahoo.com
   Property Owner's Signature: _____
   Date: July 25, 2022

Printed Name: Sydney Schwab Meller

5. Owner: Barrie Schwab Pivko 2012 Perpetual Trust
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: Barriepivko@gmail.com
   Property Owner's Signature: 
   Date: July 25, 2022
   Printed Name: Barrie Schwab Pivko

6. Owner: Matthew L. Schwab
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: matthewlschwab@gmail.com
   Property Owner's Signature: 
   Date: July 25, 2022
   Printed Name: Matthew L. Schwab

7. Owner: Sydney Schwab Meller
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: sydneyschwab@yahoo.com
   Property Owner's Signature: 
   Date: July 25, 2022
   Printed Name: Sydney Schwab Meller

8. Owner: Barrie Schwab Pivco a/k/a Pivko
   Address: 9595 Wilshire Boulevard, Suite 401
   City: Beverly Hills
   State: California
   Zip Code: 90212
   Telephone: 310 273-7355
   Email: barriepivko@gmail.com
   Property Owner's Signature: 
   Date: July 25, 2022
   Printed Name: Barrie Schwab Pivko

ZURICH INVESTMENT COMPANY
9595 WILSHIRE BLVD., SUITE 401 • BEVERLY HILLS, CA 90212 • (310) 273-7355 • FAX (310) 273-5983

VIA E-MAIL (cassiebermea@mail.ci.lubbock.tx.us)

SETH E. STUART
VICE PRESIDENT

August 26, 2022

Ms. Cassie Bermea
CITY OF LUBOCK – PLANNING DEPARTMENT
Office: 1314 Avenue K, First Floor
Mailing: P.O. Box 2000
Lubbock, TX 79401

Re: Letter in Support for Zone Case No. 1131-P
Request for Zone Change to Specific Use – Blood Blanks &
Blood Plasma Centers
5047 Indiana Avenue, Lubbock, TX 79413

Dear Ms. Bermea,

We are providing this letter to express our support for the application by JCW Development, LLC, as developer / consultant for BioLife Plasma Services, requesting a zone change for the property located at 5047 Indiana Avenue within our shopping center located in Lubbock, Texas.

Leasing over 16,495 square feet of long-vacant space within our shopping center with the proposed BioLife facility will benefit the entire shopping center tenant mix and the surrounding areas in the following ways:

1. Having a healthy and vibrant business in this space will also stimulate leasing activity at the remainder of the shopping center, making it easier to fill other vacancies. Besides the obvious economic benefit, having fewer vacancies makes the shopping center far less attractive to vagrants and loiterers.

2. BioLife plans to hire over fifty (50) full- and part-time employees to staff their facility throughout the week. The majority of these employees will be residents of the City of Lubbock and are likely to patronize businesses within the shopping center and the surrounding area.

3. BioLife expects to pay $2-3 million dollars per year to plasma donors at the Lubbock facility (donor payments are 100% in the form of pre-paid debit cards as cash is never present at

the facility). BioLife historical data indicates that 80% of donor payments are spent within the community in which the BioLife center is located. *This represents a potential $1.6 to $2.4 million dollar spending infusion within the City of Lubbock.*

4. BioLife plans to install a monitored security alarm system as well as a security camera system, which will help improve the safety and security at this shopping center.

5. BioLife does not accept plasma donations from potential donors who are unable to provide documented proof of residency (such as a utility bill for an address matching their photo identification), and maintains a mandatory appointment-only policy for all donors, utilizing a smart-phone based appointment scheduling app to dissuade loitering.

6. BioLife will not accept plasma donations from potential donors under eighteen (18) years of age.

We have been a landlord to BioLife at their Aurora, CO facility for several years, and have had nothing but positive experiences with them as a tenant and operator. Should you have any questions of wish to hear more about our experience with BioLife as a tenant, please do not hesitate to call. My personal cell number is (310) 245-6778.

Very truly yours,

SCHWAB INVESTMENT VII, LLC

By: _____
Seth E. Stuart, Asset Manager

SES:bbt

I would like to give input on case 1131 - P.

My property, a residential home, backs up to the property where a zoning change is requested. My wife and I, and our children, and many other neighbors here have a strong objection to the requested change for the following reasons:

Over several years we have had many instances where the sewage has backed up from the building requesting the zoning change. The last time that I know of, the whole parking lot was flooded behind the building with sewage and the smell was again atrocious in our whole neighborhood. I went over and talked to the man on location who was from the city. He had been called out to find and treat the problem in the sewer line. He said that they had been called out on multiple occasions over time and the city lines were clear, but the problems seem to stem in the property owner's sewer line (from the building to the city line) which the property owner had not corrected adequately. This was a recurring problem. Should a blood and plasma donation center be located here, this repeated problem with overflow could certainly be much more of a health hazard. (Hepatitis B and C and HIV).

Even though certain rules are in place for disposal of hazardous waste, I am a physician, and have worked at the hospital here for over 40 years and I can tell you from personal experience, these rules are not always abided by, even in a highly regulated place like a hospital. A plasma center has to pay high rates to have hazardous material removed and whether by accident, lax regulation, or because of financial incentive, I cannot imagine that at times hazardous waste would not be disposed of in the sewer line.

Also, in the past, where a fee is paid to give plasma and blood products, a particular population of people that use this money to buy drugs etc. have used these facilities. This is not a group of people that I would want to invite to this residential neighborhood. We object for this reason alone. However, in a much, much larger picture, there is a high school directly across the street, and people who are attracted to this plasma center, who may use or sell drugs in this area could be a very detrimental thing to hundreds of students who are in very close proximity. High school students do not always use the best judgment and could be easily tempted. We are VERY concerned about this.

Also, a growing number of vagrants have been showing up in the alleys here. The alley behind this building, and that backs up to my house (and to the property requesting the zoning change) is in a Y shape and has some hidden areas where vagrants have been sleeping and congregating since there are hidden blindspots in that alley. Just yesterday morning I pulled off a mattress that had been dragged into that alley and many cigarette butts where some of them had been sleeping.

We feel that this facility would be better zoned in a more commercial area where there is not this close proximity to a residential area with many homes.

Thank you very much for all the work that you do for our city. It is a hard job you have taken on and we appreciate you!

Wayne McNeil MD
3302 53rd St.,
Lubbock, TX 79413
806-781-2882

5.8

Hand

P&Z Case No: 1131-P

Attached Reasons and/or Comments:

I'm worried about the increase in pedestrian traffic through the already busy 7-lane intersection due to a new plasma center planning to occupy space on the corner of 50th and Indiana.

Since I moved here to take care of my elderly mother, I thought there was a benefit to having this space remain vacant, fearing that whatever business would rent the space might make the intersection much worse than it is already. People often jaywalk across Indiana and wait in the center lane for traffic to pass, which is already a highly contentious shared zone for vehicles from both directions trying to make a turn.

Allowing this particular non-retail facility to locate here seems counterintuitive to public safety. Three weeks ago, my wife and our neighbor were sweeping glass from the 53rd/Indiana area where an accident threw two women from their car. There are still flowers where a few months ago some students ran their car into the pole at the corner.

Hopefully, you have access to all the traffic incidents at the 7x7 lane intersection and can see the potential for loss of life where there are already a high number of pedestrians from the grocery store, the CVS pharmacy and the high school.

Also, knowing the type of clientele that frequent plasma collection centers, it will undoubtedly attract vagrants and addicts. I pulled this off a plasma center website:

"The requirements for donating plasma are fairly consistent. You must be at least 16 years old, weigh over 110 pounds, and have a valid ID. Do they drug test you before donating plasma? ***Not generally*** *— people who take certain prescription drugs, show signs of injectable drug use, or are visibly intoxicated are not allowed to donate plasma."*

I'm sure addicts of alcohol, pills and fentanyl etc, will simply sleep outside in the alleys around the facility and donate first thing in the morning to avoid appearing intoxicated.

I appreciate that this business provides a needed service, but I feel that it would be in your interest to assist this facility in finding a more suitable location.

3304 53rd St
Lubbock TX 79413
estate of Keith R. Billingsley
Samuel Billingsley

Hi!

I am a concerned citizen.

I'm on the street right behind the possible zoning. I have heard that the property itself has significant plumbing issues which cause a back up of water and sewage regularly. That its not on the city side so the city can't fix it and businesses never do that are there.

I consider this a huge health concern for residents in the neighborhood as well as people that want to use that facility. I'm also super concerned about the high school being catty corner from the blood bank and what that may do to affect drug use in teenagers. I think that the location of this business is a serious issue and it shouldn't be placed near a high school or residential area of homes. I'm planning to send my husband tomorrow night to the meeting.

Thank you,
Elizabeth Turner
(918) 600-8911

From: Mary Lynn Hokett <mlhokett@yahoo.com>
Sent: Saturday, August 27, 2022 7:45 PM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Cc: Karen Edwards <KEdwards@mail.ci.lubbock.tx.us>
Subject: Concerns - Planning & Zoning Case No. 1131-P

Dear Planning & Zoning Commission,

We own our home at 3222 53rd Street. It has come to our attention that there is a plan to put in a blood and plasma donation center in the old Hastings/Albertson's building, directly across the street from Monterey High School.

We have experienced vagrant people wandering in our neighborhood, and I personally feel that the blood and plasma donation center would only increase the number of perhaps "questionable" or even "desperate" people walking around our neighborhood. Many times (not in every case, I'm sure), people sell their blood to buy drugs. We do not wish to see an increase in vagrants in this area.

I really am concerned, not only for our neighbors, but also for the close proximity it would have to a high school. I am concerned that this plasma center could add potential incidents with those students who walk home from school, and possibly put those students at risk — or even for the teachers, walking to their cars. I suspect that the parents of students attending Monterey High School would have concerns about this.

Further, there has been some issue with the sewer system drainage from that building in the past that was not addressed. If the blood/plasma donation center is approved, I am concerned about the potential for disease, in the disposal of said blood and fluids into the sewer system that might cause an even larger issue, as to the health of those who own homes in the surrounding area.

In summary, my concerns are:

—proximity to a public high school and students' safety
—sewer system replacement, for public health safety

Thank you very much for your consideration of my concerns,

Mary Lynn Hokett
mlhokett@yahoo.com
mhokett@lcisd.net

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3016-E, a request of AMD Engineering, LLC for Kelling Family Revocable Trust and Joseph and Maribeth Wilcox, for a zone change from Garden Office (GO) and Transitional (T) to Local Retail District (C-2) with a Specific Use for Self-Storage Facilities generally located south of 98th Street and east of Rochester Avenue, on 2.94 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 September 1, 2022, and recommended approval of the request by a vote of 5-3-0.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3016-E
Staff Report 3016-E
Documentation 3016-E

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-E; A ZONING CHANGE FROM GO AND T TO C-2 SPECIFIC USE FOR A SELF-STORAGE FACILITY, GENERALLY LOCATED SOUTH OF 98TH STREET AND EAST OF ROCHESTER AVENUE, ON 2.94 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-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and T** to **C-2 Specific Use** for **a Self-Storage Facility** zoning district **generally located south of 98th Street and east of Rochester Avenue, on 2.94 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 **GO and T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **generally located south of 98th Street and east of Rochester Avenue, on 2.94 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-E
September 1, 2022

AMD ENGINEERING, LLC

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 2.94-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' 59" E an approximate distance of 55.00 feet and N 88° 01' 01" W an approximate distance of 2075.80 feet to the northwest corner of Section 22, Block A-K;

THENCE S 01° 50' 45" W an approximate distance of 220.00 feet;

THENCE N 88° 01' 01" W an approximate distance of 225.00 feet;

THENCE S 01° 50' 45" W an approximate distance of 305.00 feet;

THENCE N 88° 01' 01" W an approximate distance of 150.00 feet;

THENCE N 87° 45' 33" E an approximate distance of 708.98 feet;

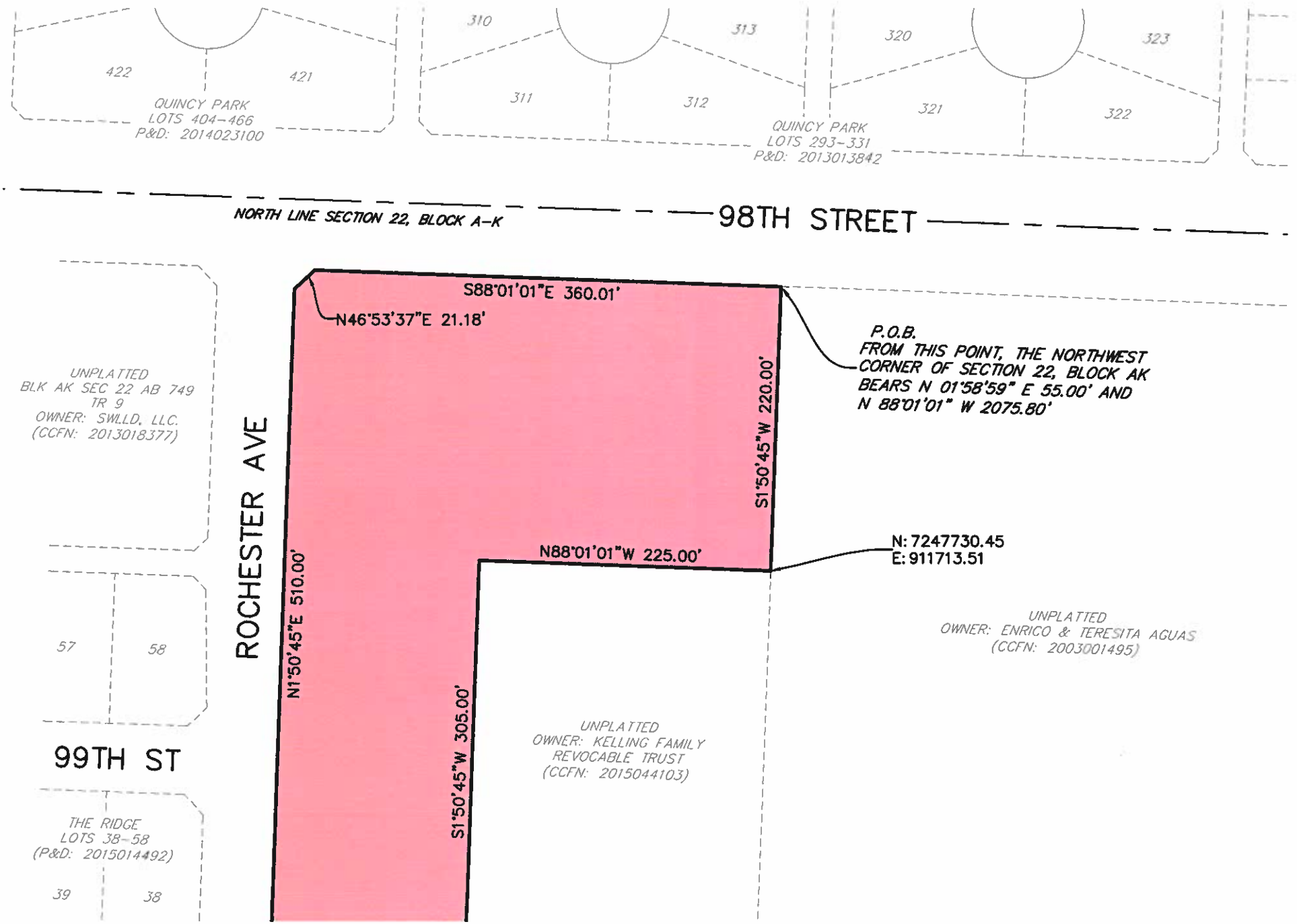
THENCE N 01° 50' 45" E an approximate distance of 510.00 feet;

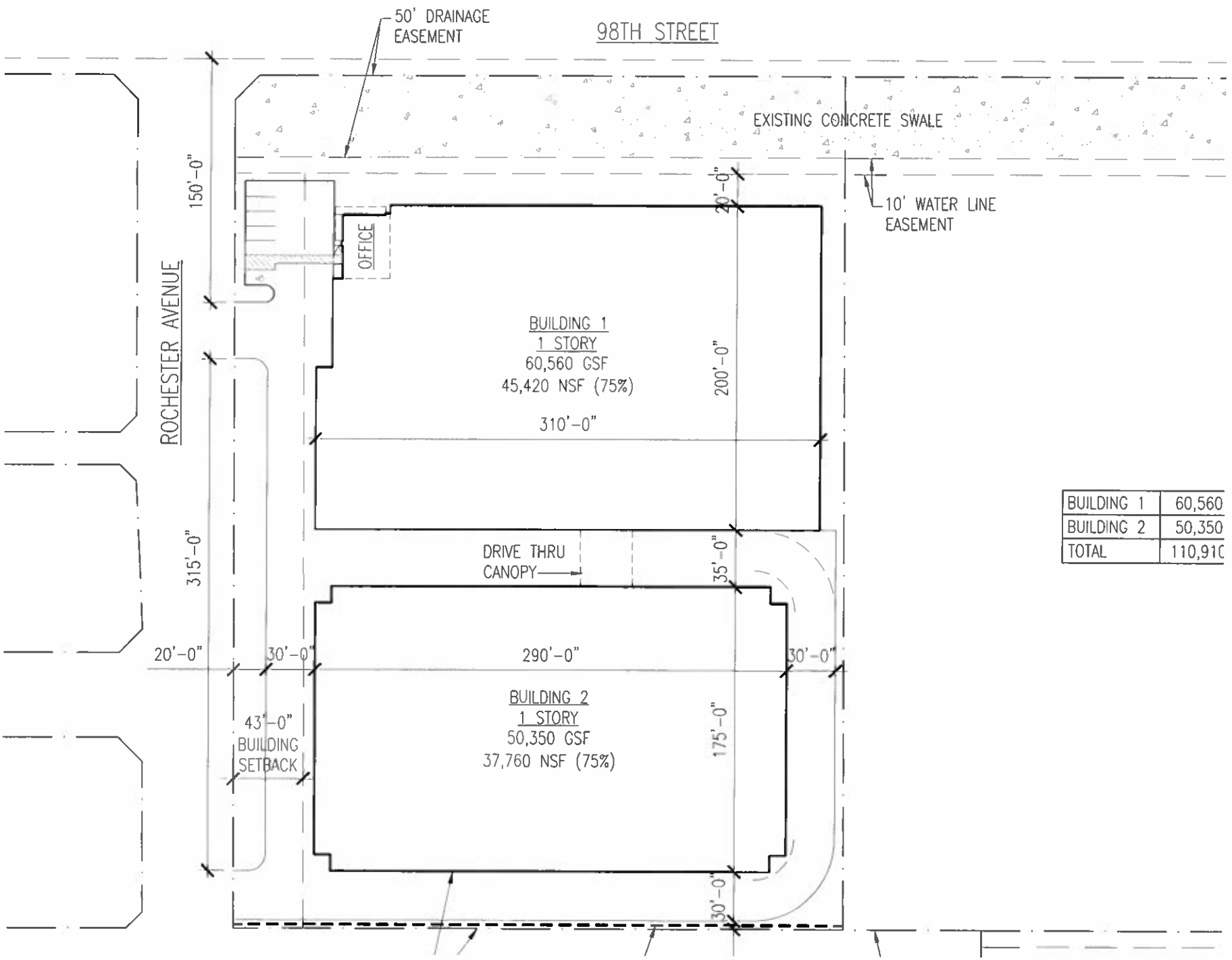
THENCE N 46° 53' 37" E an approximate distance of 21.18 feet;

THENCE S 88° 01' 01" E an approximate distance of 360.01 feet to the Point of Beginning and containing approximately 2.94-acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Joseph & Maribeth Willcox
Kelling Family Revocable Trust
July 28, 2022


422
421
QUINCY PARK
LOTS 404-466
P&D: 2014023100
310
313
311
312
QUINCY PARK
LOTS 293-331
P&D: 2013013842
320
323
321
322
NORTH LINE SECTION 22, BLOCK A-K
98TH STREET
S88°01'01"E 360.01'
N46°53'37"E 21.18'
P.O.B.
FROM THIS POINT, THE NORTHWEST
CORNER OF SECTION 22, BLOCK AK
BEARS N 01°58'59" E 55.00' AND
N 88°01'01" W 2075.80'
S1°50'45"W 220.00'
N88°01'01"W 225.00'
N: 7247730.45
E: 911713.51
UNPLATTED
BLK AK SEC 22 AB 749
TR 9
OWNER: SWLLD, LLC.
(CCFN: 2013018377)
ROCHESTER AVE
N1°50'45"E 510.00'
S1°50'45"W 305.00'
UNPLATTED
OWNER: KELLING FAMILY
REVOCABLE TRUST
(CCFN: 2015044103)
UNPLATTED
OWNER: ENRICO & TERESITA AGUAS
(CCFN: 2003001495)
57
58
99TH ST
THE RIDGE
LOTS 38-58
(P&D: 2015014492)
39
38



BUILDING 1	60,560
BUILDING 2	50,350
TOTAL	110,910

Planning Department
City of Lubbock

Staff Report	Zone Case 3016-E
City Council Meeting	September 27, 2022

Applicant AMD Engineering, LLC

Property Owner Kelling Family Revocable Trust

Council District 5

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- January 14, 1999, Ordinance No. 10117: The subject property was annexed into city limits and zoned Transition District (T).
- August 16, 2004, Zone Case 3016, Ordinance No. 2004-00083: This property was rezoned from T to Garden Office District (GO).
- September 1, 2022, Zone Case 3016-E: The Planning and Zoning Commission recommended approval for a zone change from GO and T to Local Retail District (C-2) with a Specific Use for a Self-Storage Facility by a vote of 5-3-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 6
- Received in Opposition outside of Boundary:15

Site Conditions and History

The subject property is 2.94 acres out of Block AK, Section 22 and has remained vacant and unplatted since annexation.

Adjacent Property Development

This property is surrounded by commercial uses zoned Commercial District (C-2) to the east, vacant unsubdivided land zoned Garden Office District (GO) to the west, residences zoned Two-Family District (R-2) to the south and Single Family District (R-1) to the north and southwest.

Zoning Request and Analysis

Item Summary

The subject property is located south of 98th Street and east of Rochester Avenue. The applicant is requesting a zone change from Garden Office District (GO) and Transition District (T) to Local Retail District (C-2) with a Specific Use for a Self- Storage Facility.

Current zoning: **Garden Office & Transitional (GO) and Transitional (T)**

Requested zoning: **Local Retail District (C-2) with a Specific Use for a Self- Storage Facility**

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."

The intent of the proposed (C-2) zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed 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."

Traffic Network/Infrastructure Impacts
The property is located south of 98th Street which is designated as a Principal Arterial and east of Rochester Avenue which is designated as a Collector by the Master Thoroughfare Plan, 2018. Collectors are designed for medium volumes of vehicles operating at lower speeds. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates the subject property for Residential Low Density. While the requested zone change is not consistent with this designation, it is appropriate in this location, adjacent to other 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 will need additional public improvements, as it has not been platted.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Responses

Staff Contacts

Cassie Bermea
Planner
Planning Department
806-775-2096
cassiebermea@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
vescamilla@mylubbock.us

Case Information: Zone Case 3016-E

Allowable Uses: Local Retail District (C-2) and Specific Use

Transportation: The proposed development has a point of access from 98th Street and Rochester Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
98th Street, *Principal Arterial (Partially Completed)*	R.O.W. 54 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Rochester Avenue *Collector (Future)*	R.O.W. 43 feet, two-lane, undivided, unpaved	R.O.W. 64 feet, four-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.11 **Zone Case 3016-E:** AMD Engineering, LLC for Kelling Family Revocable Trust and Joseph and Maribeth Wilcox request for a zone change from Garden Office (GO) and Transitional (T) to Local Retail District (C-2) with a Specific Use for Self-Storage Facilities at:

- Generally located south of 98th Street and east of Rochester Avenue, on 2.94 acres of unplatted land out of Block AK, Section 22.

PLANNER CASSIE BERMEA stated there were twenty-five (25) notifications sent out and nineteen (19) returned in opposition, with thirteen (13) of those outside of the notification boundary. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT WILL STEPHENS 6515 68th Street, AMD Engineering stated a case adjacent to this property was presented in June of this year. They started the design phase, but needed to reconfigure due to issues with the property. They can only use 2.94 acres of the property and need to make the entrance off Rochester Avenue. They can only can fit two buildings on the subject property, so it will be smaller than the proposal for the other site. He has tried to reach the residents in The Ridge subdivision to address their concerns. The owner is aware of the concerns of the neighborhood, so they amended the site plan to

make the southern entrance limited to fire access only. The northern entrance closer to 98th Street will be for the public. They will also plant trees and landscape on the side that faces the residential subdivision.

BOARD MEMBER TANNER NOBLE asked why they do not have an entrance on 98th Street? Mr. Stephens stated the daily traffic will be no more than 5 cars per day and there is a 50 foot drainage channel adjacent to 98th Street, so it would be an expensive build for so little traffic.

CHAIR ZACH SAWYER asked if it is only indoor storage. Mr. Stephens it is, with an office area.

OPPOSITION CORY SAVAGE 7023 99th Street stated the office of the storage will be right in his view from his front door. The neighborhood deed restrictions require storage units on residential properties to have brick construction. He asked the Commission how they would feel if this was located right outside their front door.

OPPOSITION MICHEAL HERNANDEZ 7008 102nd Street stated they chose this area to build a home because the adjacent property was zoned for garden offices. This storage facility will decrease the value of their homes. There is a large park and neighborhood pool on 99th Street, which is used by many families. They can build a bridge to make the entrance on 98th Street and he wants a 10-foot wall along Rochester Avenue.

OPPOSITION COURTNEY RICHARDSON 6950 102nd Street is mostly concerned about the children in the neighborhood. Upland Heights Elementary already causes an increase in traffic through the neighborhood at 103rd Street and Rochester Avenue. Home values would decrease. She would also like the driveway to be on 98th Street.

OPPOSITION BRUCE BEARDEN 7027 100th Street stated he opposes the request.

FAVOR DONNA BARNES 4415 71st Street, Westar Commercial Reality advised this is her listing. She has empathy for the neighborhood, but it is already zoned C-2 Specific Use for a self-storage facility next to this property. Mr. Holland has already spent a lot of money, but she acknowledged we need to think about the community as well.

BOARD MEMBER JAMES BELL is concerned the adjacent property is already zoned C-2 Specific Use for a self-storage facility.

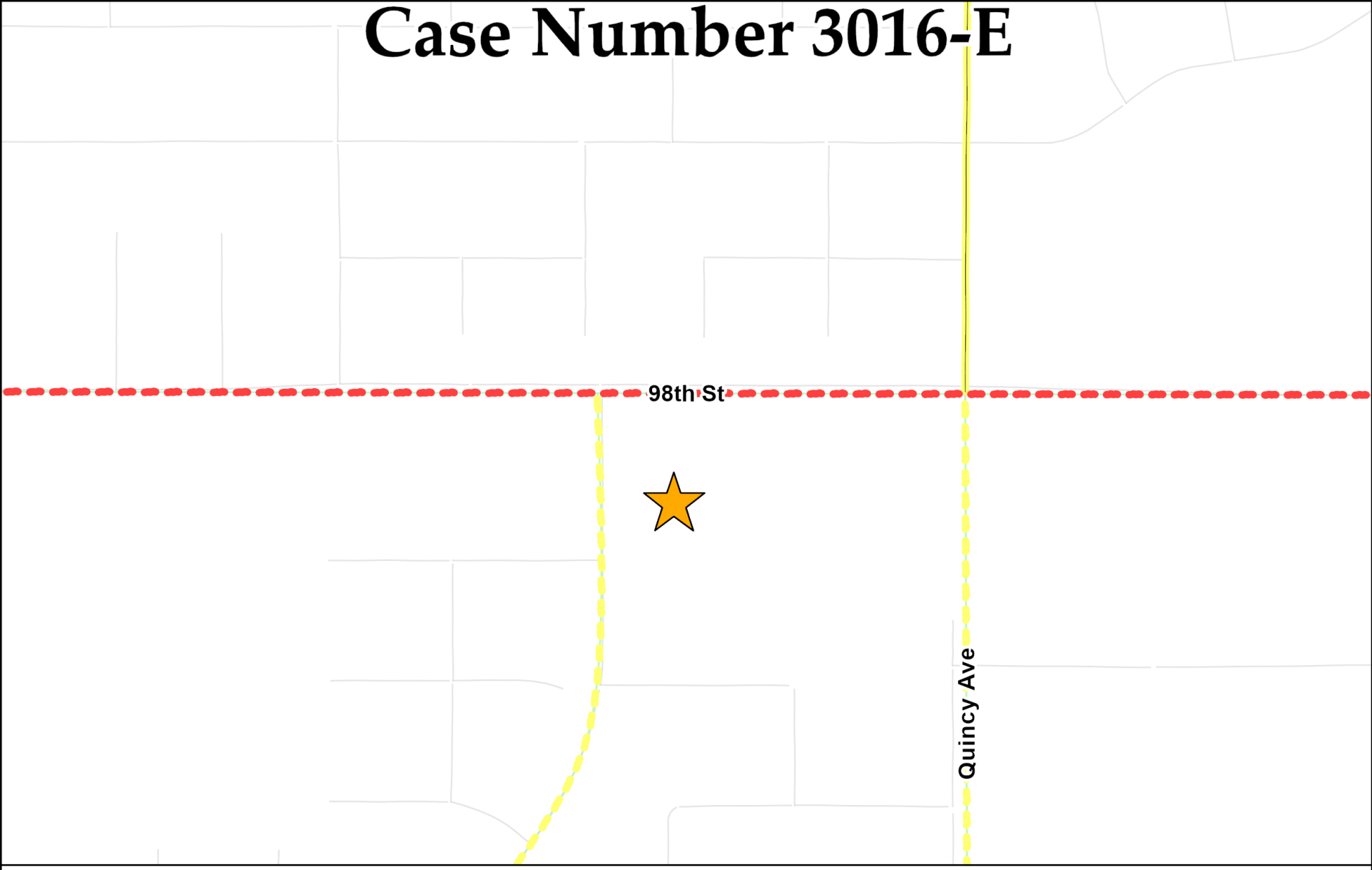
BOARD MEMBER JORDAN WHEATLEY asked for clarification regarding the issues with the other property that prevents them from developing it.

BOARD MEMBER ABEL HERNANDEZ stated a garden office in this location would have more traffic.

In the matter of **Zone Case 3016-E**, a motion was made to approve the request by **JAMES BELL** and seconded by **JORDAN WHEATLEY** and the Commission members voted 5 (in favor) to 3 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

JAMES BELL, ABEL HERNANDEZ AND RENEE CAGE cast the votes in opposition.

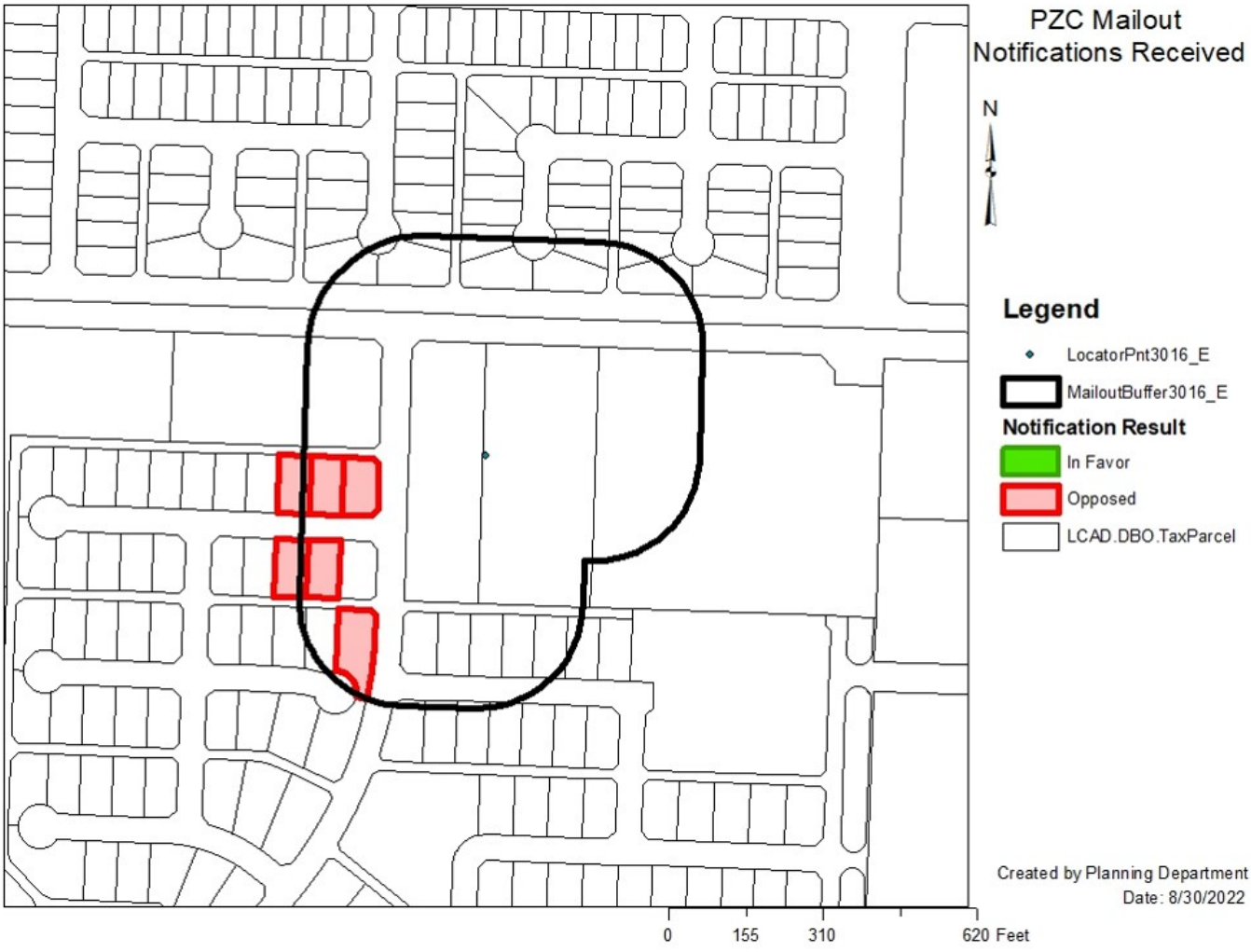
Case Number 3016-E



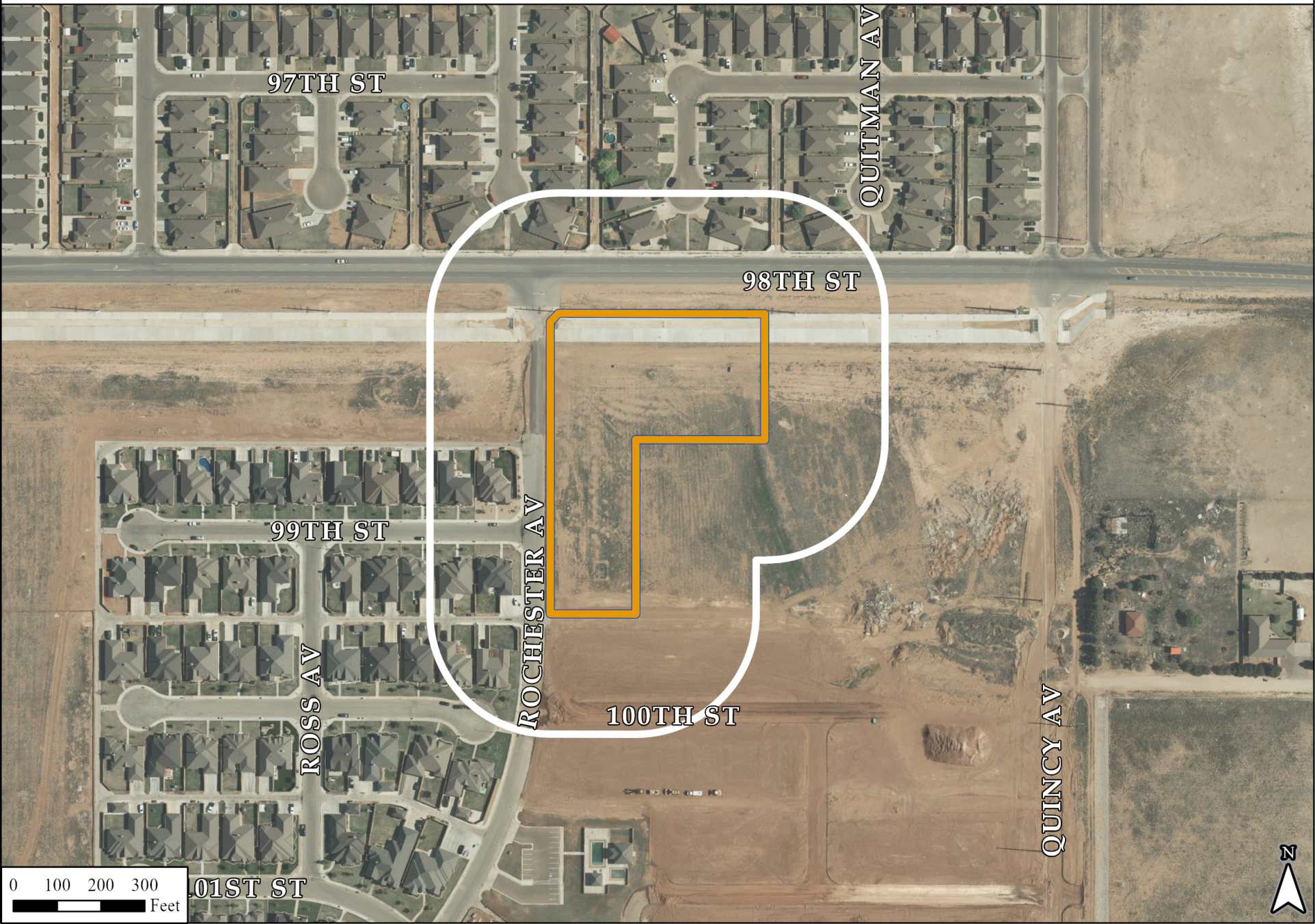
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

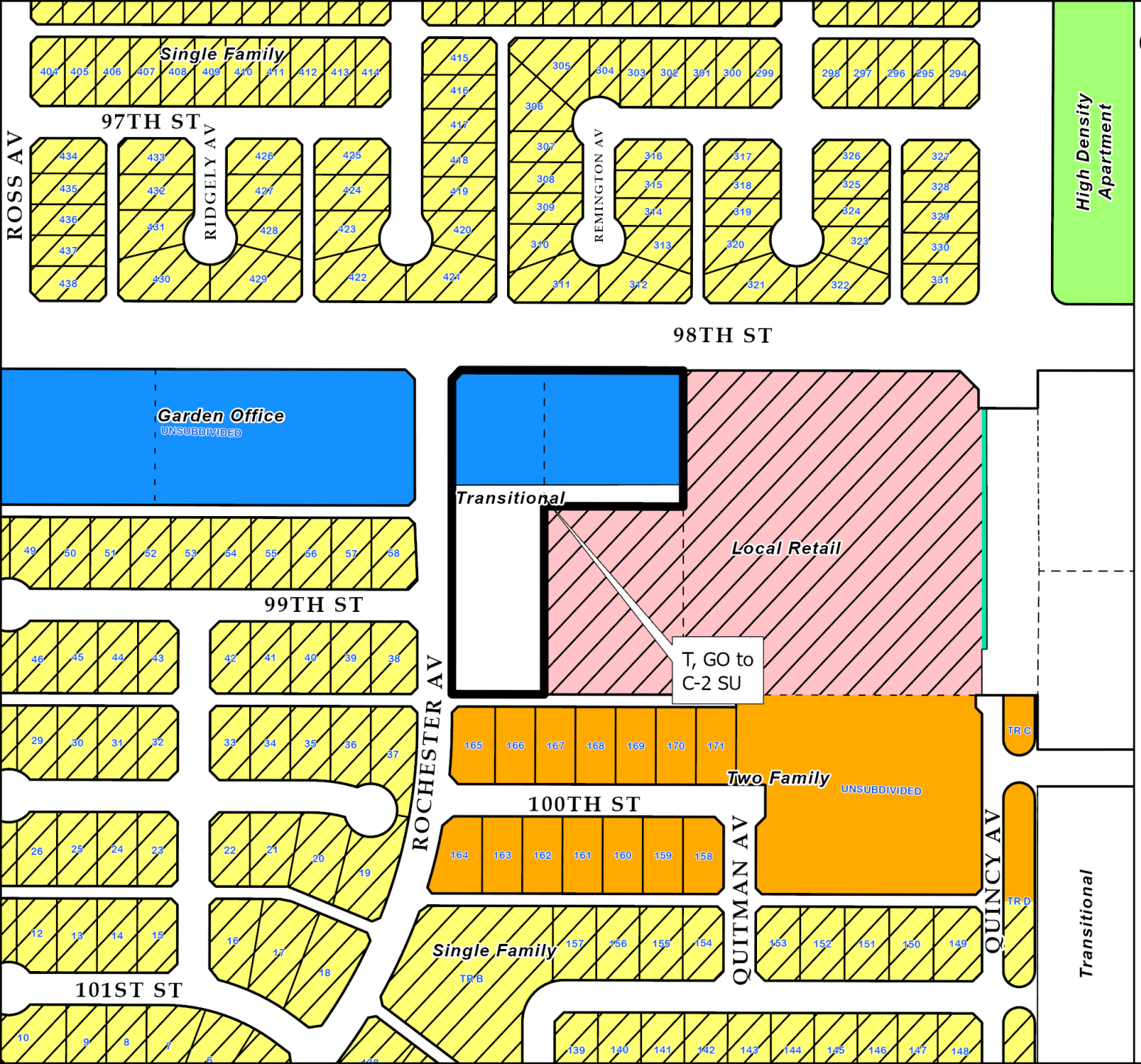
N
W E
S

Date Exported: August 2022


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3016_E
MailoutBuffer3016_E
Notification Result
In Favor
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 8/30/2022
0
155
310
620 Feet

Case Number 3016-E





Current Zoning

3016-E

Zoning Districts

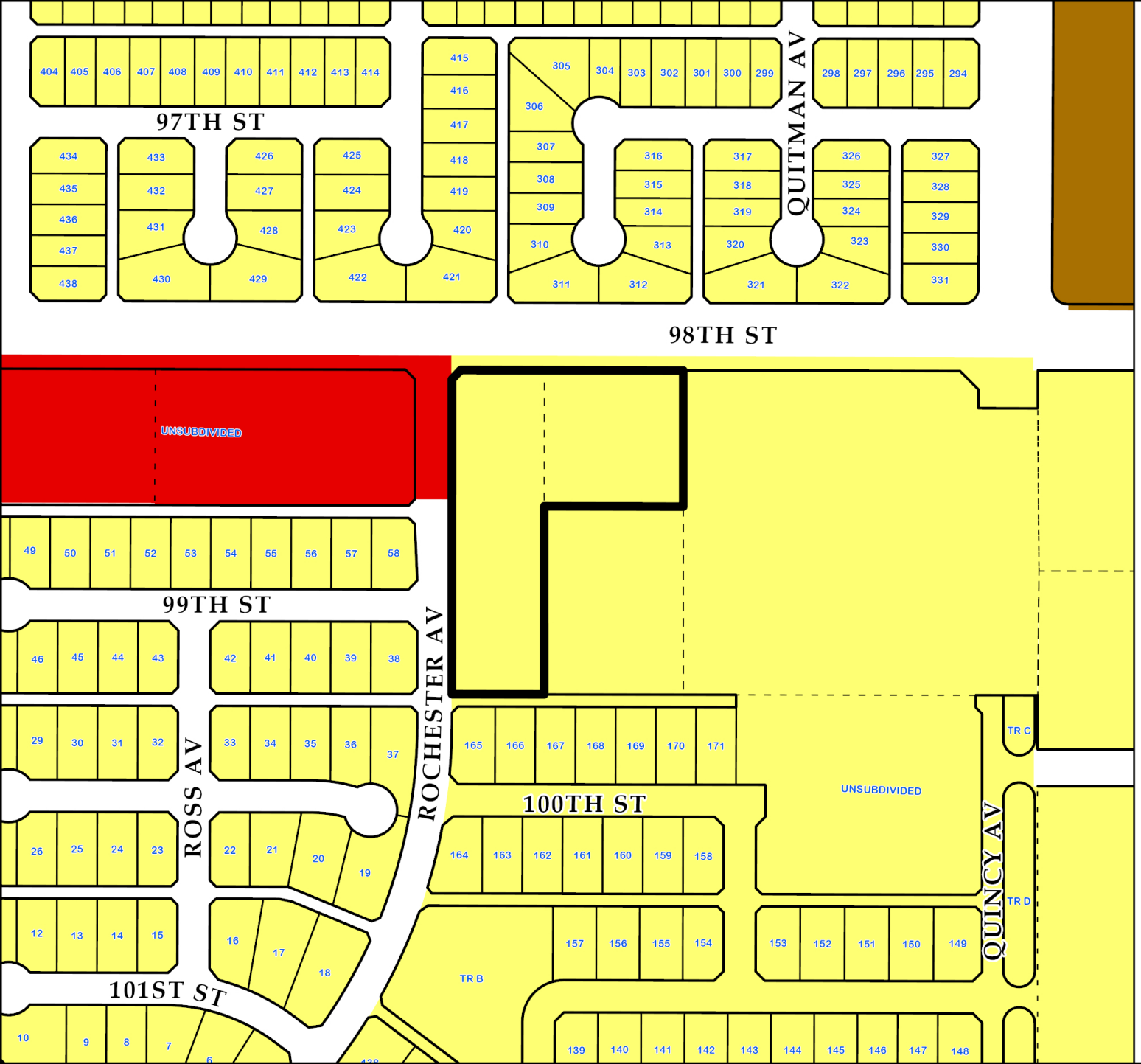
- High Density Apartment
- Apartment-Medical
- Local Retail Specific Use
- Garden Office
- Single Family Specific Use
- Two Family
- Transitional

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 3016-E

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

City of Lubbock TEXAS

Date Exported: August 2022



West View.



East View.



North View.



South View.

3016-E

98TH ST
OFFICE
99TH ST
ROCHESTER AV
ROSS AV
QUITMAN AV
QUINCY AV
101ST ST


STORAGE
STORAGE
CLIMATE CONTROLLED
JUSTACLOSET
SELF STORAGE
JUSTACLOSET
SELF STORAGE®
LUBBOCK


CLIMATE CONTROL
STORAGE
JUSTACLOSET
SELF STORAGE
STORAGE


JUSTACLOSET
SELF STORAGE
STORAGE


STORAGE
PARKING PROHIBITED


JUSTACLOSET
SELF STORAGE
STORAGE
FDC
FIRE LANE NO PARKING

DocuSign Envelope ID: 5FA5B275-72B2-42C2-8E21-FD9F3BFA2F5F

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SE Corner of 98th St. and Rochester Ave

Lots/Tracts: _____

Survey & Abstract: Section 22, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.94

Existing Land Use: _____ Existing Zoning: GO & Transitional

Requested Zoning: C2 - Specific Use for Storage

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: _____

Date: 7/27/2022 Printed Name: Will Stephens, P.E.

Owner Information

Firm Name: Kelling Family Revocable Trust

Owner: Kelling Family Revocable Trust

Address: 19303 N. New Traditional Rd City: Sun City West State: AZ

ZIP Code: 85375 Telephone: 623-214-8589 Email: dbarnes@lubbockwestar.com

Property Owner's Signature: DocuSigned by: Melinda Kelling 1DA15E9488C7452... DocuSigned by: Robert R. Kelling 1DA15E9488C7452...

Date: 7-28-22 Printed Name: Robert Kelling Melinda Kelling

Preparer Information

Preparer's Signature: _____

Date: 7/27/2022 Printed Name: Will Stephens, 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.

DocuSign Envelope ID: 5FA5B275-72B2-42C2-8E21-FD9F3BFA2F5F

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SE Corner of 98th St. and Rochester Ave

Lots/Tracts:

Survey & Abstract: Section 22, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.5239

Existing Land Use: Existing Zoning: GO & Transitional

Requested Zoning: C2 - Specific Use for Storage

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature:

Date: 7/27/2022 Printed Name: Will Stephens, P.E.

Owner Information

Firm Name: Joseph & Maribeth Wilcox

Owner: Joseph & Maribeth Wilcox

Address: 5722 35th St City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-773-8165 Email: dbarnes@lubbockwestar.com

Property Owner's Signature:

Date: 7-28-22 Printed Name: Joseph Wilcox Maribeth Wilcox

Preparer Information

Preparer's Signature:

Date: 7/27/2022 Printed Name: Will Stephens, 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.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor ___

Opposed X X

Reasons and/or Comments:

- It will devaluate our property. That was presented to us as FEMA land that would NOT develop.
- The change of Garden-Office zoning with NO contact with Ridge residents.
- We only have 2 entrances. We cannot share Rochester!
- This neighborhood is full of children, & we want them protected from unsavory types of people.

Print Name William D Humble Linda Sue Humble

Signature: Wm Dennis Humble Linda Sue Humble

Address: 7024 99th St

Address of Property Owned: 7024 99th St

Phone Number: 806-470-4095

Email: ___

Zone Case Number: **3016-E** R327575 Recipient 11 of 25

HUMBLE WILLIAM D & LINDA SUE
7024 99TH ST

LUBBOCK TX 79424

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor

Opposed ✓

Reasons and/or Comments:

Print Name Jeremy Cox

Signature: [signature]

Address: 7027 99th Street

Address of Property Owned: 7027 99th Street

Phone Number: 806 438 6641

Email: JeremyCCox@Hotmail.com

Zone Case Number: **3016-E** R327557 Recipient 1 of 25

COX JEREMY & BRANDY LOWRANCE
7027 99TH ST

LUBBOCK TX 79424

RECEIVED
AUG 25 2022
BY:

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor ___

Opposed X

Reasons and/or Comments:

A storage facility will be an "eye sore" directly across the street from my home.

The aesthetics of this beautiful development (The Ridge) will be degraded

Print Name Steven Block

Signature: [signature]

Address: 7026 100th St, Lubbock, Tx 79424

Address of Property Owned: 7026 100th St., Lubbock, Tx 79424

Phone Number: (806) 317-1988

Email: Steveb1130@gmail.com

Zone Case Number: **3016-E** R327574 Recipient 18 of 25

HART CRAIG & DEBORAH

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor _____

Opposed ✓

Reasons and/or Comments:

It's right in our neighborhood.

Print Name: Donna DeLong

Signature: D DeLong

Address: 7003 102nd St

Address of Property Owned: 7003 102nd St

Phone Number: 972-693-1229

Email: depage1221@gmail.com

Zone Case Number: **3016-E** **R327574**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor _____

Opposed X

Reasons and/or Comments:

Print Name: Daniel L. DeLong

Signature: Dan L DeLong

Address: 7003 102nd St - The Ridge

Address of Property Owned: Same

Phone Number: 661. 203. 3269

Email: handyman1632@gmail.com

Zone Case Number: **3016-E** **R327574**

City of Lubbock, TX
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In Favor ____

Opposed X

Reason and/or Comments: Changing the zoning to allow storage units on 98th & Rochester is merely a rich person wanting to get richer without caring what it does to the surrounding neighborhoods. Our neighborhoods in The Ridge consist of brand new families trying to create a home & memories for their children. Allowing storage units will bring in more crime because people will steal from those units and you have people that use the units that aren't from our area who don't care about leaving boxes & trash laying around. This will drive down our property values forcing people to leave what they've worked hard for.

Print Name: Michael Keith

Signature: Michael Keith

Address: 1039 99th st Lubbock, TX 79424

Address of Property Owned: same

Phone Number: (214) 768-6827

Email: mugziequack@yahoo.com

Zone Case Number: **3016-E** **R327574**
LUBBOCK TX 79424

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City of Lubbock, TX
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Please check one of the following to indicate if you are in favor of, or oppose to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor ____

Opposed X

Reason and/or Comments: Allowing a re-zoning for a business such as a storage facility will lower our property values, bring more crime into a close, family oriented neighborhood, and random traffic in and out of our neighborhood that is full of children. Some of us (such as this family) have children that play outside with 500 ft of the facility. Safety is a big concern. Please consider the lives of the tax payers in this neighborhood over one business. Thank you.

Print Name: Dona Keith

Signature: Dona Keith

Address: 7039 99th St Lubbock TX 79424

Address of Property Owned: Same as above

Phone Number: 214 288-6021

Email: donakeith@me.com

Zone Case Number: **3016-E** **R327574**
LUBBOCK TX 79424

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City of Lubbock, TX
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor

Opposed X

Reasons and/or Comments:

We do Not want Storage units in our neighborhood! Especially when the lots are so close to our house.

Print Name Jeff + Cindy Brown

Signature: Cindy Brown

Address: 7025-99th Street

Address of Property Owned: 7025-99th Street

Phone Number: 806-790-1964

Email: brown.jjc@sbcglobal.net

Zone Case Number: **3016-E** R327556

BROWN JEFF & CYNTHIA CAGLE
7025 99TH ST

LUBBOCK TX 79424

Recipient 13 of 25

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor ____

Opposed ✓

Reasons and/or Comments:

We feel a storage facility could have a negative impact on properties located in the Ridge neighborhood. It would also increase the amount of traffic on 98th & Rochester Ave. Our understanding when buying our home was that land was zoned for garden offices

Print Name Matt Kuss & Lori Newborn

Signature: Matthew Kuss Lori Newborn

Address: 7028 99th St Lubbock Texas 79424

Address of Property Owned: Same as above

Phone Number: 806-535-7232, 806-445-1249

Email: mattkuss@yahoo.com, lnewborn1050@gmail.com

Zone Case Number: **3016-E** R327573 Recipient 15 of 25

KUSS MATTHEW A & LORI S MEWBORN
7028 99TH ST

LUBBOCK TX 79424

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Planning Department
Planning and Zoning Commission
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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor ____

Opposed X

Reasons and/or Comments:

- Already 8 storage units within 1 mile of The Ridge
- Increased traffic on Rochester
- Lower property values
- Suggest flipping the plans with entrance off Quincy
- Dangerous for neighborhood saturated with children.
- Concerned about excessive noise

Print Name: Billy & Laura Henderson

Signature: Billy & Laura Henderson

Address: 7002 103rd St Lubbock 79424

Address of Property Owned: same

Phone Number: 936-537-0320

Email: laura.leh@live.com

Zone Case Number: **3016-E** **R327574**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3016-E***

In Favor ____

Opposed ✓

Reasons and/or Comments: We live in the Ridge and a storage facility will be an invasion of this community. Traffic will increase & unwanted guests at all hours will rise. We have a safe community full of children & this will change the whole reason we all purchased homes in the Ridge.

Print Name: Karen Bernard

Edit with the Docs app

Make tweaks, leave comments, and share with others to edit at the same time.

NO THANKS GET THE APP

RECEIVED
AUG 31 2022
BY:

Good Evening,

My name is Robin Grier and my husband (Kevin) and I live in a neighborhood called The Ridge at 7033 100th St.

It has come to our attention that the planning commission is meeting on September 1st at 6:00 p.m. to consider Case Number 3016-E, which is a *"Request for a zone change from Garden Office (GO) and Transitional (T) to Local Retail District (C-2) with a Specific Use for Self-Storage Facilities, at:*

Generally located south of 98th Street and east of Rochester Avenue, on 2.94 acres of unplatted land of Block AK, Section 22."

We will be out of town the evening of the meeting but wanted to register our strong opposition to this request. We bought a house in this neighborhood with the understanding that it would be residential and have garden offices nearby. Changing this to a Self-Storage facility will greatly damage property values in the neighborhood and goes completely against what all of us thought would happen when we bought into the area.

We hope that the Planning Commission honors the original zoning and does not go agree to this request.

Sincerely,

Robin & Kevin Grier

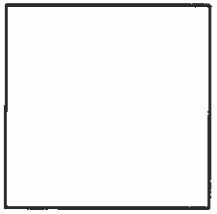
I would like to submit my opposition to zoning case 3016-E.

Homeowners in this neighborhood purchased homes with the understanding that there would not be retail zoning in the neighborhood. Self-storage will be an eyesore and will look out of place surrounded by new homes in a beautiful neighborhood. We love our quiet streets, which will be disrupted by retail traffic and all-house self-storage visits.

Let's be honest, we all know we have enough self-storage options in Lubbock. This is a silly proposition and will negatively impact property values for Lubbock residents in the area.

Thank you!

Caitlin Shannon
6959 103rd St, Lubbock, TX 79424
--



"There is a calmness to a life lived in gratitude, a quiet joy."
— Ralph H. Blum

-------- Original message --------
From: Michael Stroope <michaelstroope@yahoo.com>
Date: 8/26/22 11:54 AM (GMT-06:00)
To: Jennifer Wilson <JenniferWilson@mail.ci.lubbock.tx.us>
Subject: Case 3016-E and The Ridge

WARNING: This message was sent from outside the City of Lubbock's email system.

It could contain harmful attachments or links to harmful web pages.

Good morning,

I live at 7033 101st Street and am apparently too far from the land in question to receive the notification of rezoning. I would like to voice my opposition to this proposed change.

I have read some of the recent posts on our facebook group and now see that they already had the larger portion approved for rezoning and were not required to notify anyone in the Ridge of this request. This seems to be a shady way to force the zoning board and City Council to move forward with the smaller lot now in question. I find this to be very unfair and to some point unethical on the part of the consulting firm and future developer.

We at the Ridge already knew that this land was commercial as stated many times by Mr. Payne. The plan for office suites was acceptable. Now the plan to switch to a self storage unit complex is proposed and many, as you know, are very concerned.

i have not seen an actual plat of the proposed facility, but with the large drainage channel on 98th it lead me to assume that the entrance to the facility would be off of Rochester. Although this connection to 98th has not been completed, this is one of two access points to our neighborhood. As noted in several letters to you and our group, our neighborhood has worked hard to make this area very family friendly. we have the HOA pool and soon a park Children ride bikes, people jog and run in the neighbor hood with very little traffic. this facility could increase this greatly and put our residents at risk.

Most of us moved to The Ridge because it was away from everything. Quite and a little slower pace than the rest of Lubbock. I understand growth is inevitable and a good thing for the community as a whole. But acres of storage units!!! i can hear the property values dropping already, but probably not the tax assessments.

I am sure you have received many recent emails babbling on about how unfair this is. I am not the best with words so I hope I made some reasonable argument in opposition.

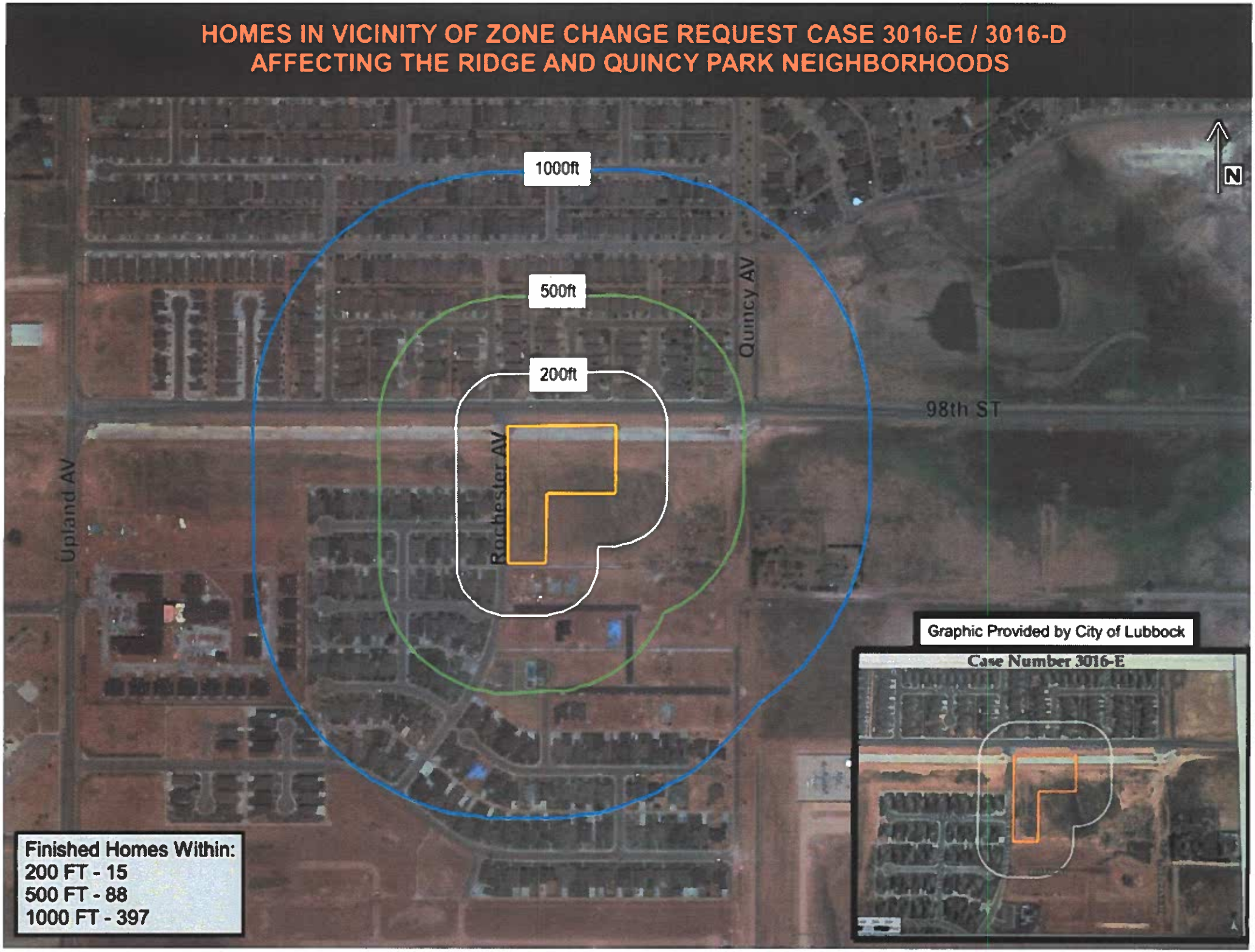
Several of our residents will not be able to attend the hearing. Others probably know nothing about it.

I hope you can be our voice and stop the rezoning of 3016-E and push to reverse the previous approval of the larger lot.

thanks

Michael P. Stroope, P.E.
7033 101st Street

HOMES IN VICINITY OF ZONE CHANGE REQUEST CASE 3016-E / 3016-D
AFFECTING THE RIDGE AND QUINCY PARK NEIGHBORHOODS



----Original Message----
From: Breanne Kittley <breanne.kittley@gmail.com>
Sent: Thursday, August 25, 2022 10:03 AM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>; Chris Kittley <chriskittley@yahoo.com>
Subject: Opposition to 3016-E

<p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">WARNING: This message was sent from outside the City of Lubbock's email system. <p style="margin:0in;margin-bottom:.0001pt;font-size:16px;font-family:"Times New Roman",serif;text-align:center;">It could contain harmful attachments or links to harmful web pages.

Hello,

As residents of The Ridge we OPPOSE the request to rezone the office garden property to self storage property.

Opposed to 3016-E.

Christopher and Breanne Kittley
7036 100th Lubbock Texas 79424
Breanne.kittley@gmail.com
806-368-1482. 806-789-3883

Bre Kittley B.S.

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-E***

In Favor _____

Opposed __X___

Reasons and/or Comments:
I am greatly opposing this build. This will make the houses in "The Ridge" go down in value, be an eye sore, also these houses are $350,000 plus and that's a lot of money to have a disgusting storage facility. We moved here because it is an extremely quiet neighborhood for our children to grow up and the traffic is little to none. This hideous building will attract more vehicle danger & crime to our extremely family friendly neighborhood. Please think about the community you will be affecting with this build. Thanks for your time.

Print Name: Johneric Rubio_____

Signature: Johneric Rubio_____

Address: 7038 99th Street_____

Address of Property Owned: 7038 99th Street_____

Access to this will be from a neighborhood street in the Ridge addition. This is a family oriented community where neighbors don't just live nearby, they get to know each other and share their lives. The building of this storage facility would be a detriment to the community atmosphere that is developing here.
Unlike many areas of Lubbock, you see children outside playing with friends and people out walking and stopping to chat. I even know many of my neighbor's dog's names! We watch out for each other, and care for each other. For example, recently a neighbor came over to check on me because my garage door had been open longer than usual and I hadn't answered the phone when she called.
The storage facility will be an invasion of this community. Traffic will increase, parents will have to become more leary of strangers, simply walking to the pool will be riskier. There should be a valid reason for a zoning change to be made, not that someone wants to do something different from what was originally planned. The impact of the lower tax roll value of the storage facility instead of the garden offices plus the lowered value of our homes should also be considered.
I respectfully request that the Zoning Board deny this change request since there appears to be no benefit in making it.

Name: Carolyn Sue Hammons

Address: 10303 Trenton Av

Address of Property Owned: 10303 Trenton Av

Phone Number:806 778 0744

Email: csbhammons@gmail.com
Zone Case Number: **3016-E** **R327574**
LUBBOCK TX 79424

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-E***

In Favor —

Opposed XXX!

Reasons and/or Comments:

home devalued
crime
trash
traffic flow — many kids in our development

Print Name Patricia Poarch

Signature: Patricia Poarch

Address: 7037 100th St Lubbock, TX

Address of Property Owned: SAB

Phone Number: 806-224-5056

Email: POARCHP@GMAIL.COM

Zone Case Number: **3016-E** R327574

LUBBOCK

TX 79424

August 26, 2022

Planning & Zoning Board
City of Lubbock, TX

Re: Zone Change – Case 3016-E & 3016-D

Hello, my name is Michael Hernandez and my wife's name is Kimberley Hernandez and we reside at 7008 102nd Street located within The Ridge Subdivision. This document serves as our opposition to the zone changes listed above. We would like to request that the City of Lubbock and the Planning and Zoning Commission reconsider and extend the notification radius parameters that are currently in place for zone changes. This would allow a better representation from the constituents in the areas considered for change during this time of unprecedented growth. We noticed on the agenda for the September 1, 2022 Planning and Zoning Commission meeting that under the consent agenda Item 3.1.4 there is what appears to be the same land in question + additional acreage to have a preliminary plat approved. Seems odd to approve a preliminary plat on a land parcel before that land has been fully approved for the required zone change.

Listed below are the reasons we oppose the proposed zone changes:

1. Creates a spot zone (Not consistent with other zoning in immediate area).
2. Promotes additional undesired zone changes on other land parcels along 98th Street.
3. Goes against the original intention of the land development plan.
4. Potentially decrease the values of homes in The Ridge Sub-Division and North of 98th Street.
5. Potentially increase large moving truck type traffic into/through the neighborhood.
6. Many residents as well as ourselves were told when we were considering building in The Ridge Development that the frontage along 98th street extending both East/West of Rochester would be Garden Offices which would help maintain home values and keep the area desirable.

As a former/retired City Administrator I completely understand the process for zone changes and that there are occasions when this mechanism is used for special circumstances that may warrant a zone change. We feel this type of development and its proximity to a residential neighborhood with an HOA doesn't warrant a zone change. After hearing the voices of many residents of The Ridge Subdivision it appears that the general consensus is that this zone change is not desired. Please ask yourself if you would like having a storage unit located in one of the primary entrances in the subdivision in which you currently reside. In closing we are asking that all of the constituents voices/letters be taken into consideration and that the decision be made for the greater good of the City of Lubbock, TX. Thank you for your consideration.

08/26/22
Michael Hernandez Date

hernandezmike1971@yahoo.com
1(575)706-0250

Kimberley Hernandez 8/26/22
Kimberley Hernandez Date

hernandezkim1998@yahoo.com
1(575)706-2848

Good Afternoon Dr. Wilson,

First of all, thank you for attending our neighborhood meeting on Sunday. I am a resident of the Ridge and my address is 6956 102nd Street.

Hearing the neighborhood concerns I oppose the zone change from Garden Office to Local Retail (specific use for Self-Storage). Like Corey, I am also a Marine Veteran, and would hate to uproot my family once again. We have lived in the Ridge since May of 2021, and it is truly been a blessing.The Ridge is a family orientated community where neighbors don't just live nearby, they get to know each other and share lives. Building the storage facility would be a detriment to the community atmosphere. In The Ridge, you see children outside playing with friends and people out walking their dogs. This storage facility will be an invasion of this this community (especially the design shared to Corey on our neighborhood facebook page). Traffic will increase, parents will have to become leary of strangers, and simply walking to the pool will be riskier for those west of Rochester Ave.

There should be a valid reason for a zoning change to be made. Based on the planned layout (see attached), the only reason they are requesting that plot to be rezoned is because they want to use Rochester Avenue. That could easily be flipped and used on the land already rezoned and have access via Quincy. In fact, if the layout is off of Quincy, then there is no need to use/rezone the plot adjacent to Rochester. I respectfully request that the Zoning Board oppose this change.

Respectfully Sent,
Steven Padilla
(C) 806.777.9641



August 23, 2022

7006 102nd Street

Lubbock Texas 79424

Planning & Zoning Commission

Planning Department

P. O. Box 2000

Lubbock TX 79457

CASE #3016-E

We are writing in objection to the proposal to a zone change for the usage of land located south of 98th Street and east of Rochester Avenue to a specific use for self storage facilities.

When we purchased our lot and built our home in the Ridge addition, that land usage was marked as Garden Office (GO) and Transitional (T) to local retail. We object to this change! We believe that this change will be detrimental to our neighborhood in a number of ways. It will impact home values in a negative way, put more traffic on Rochester Avenue in that the entry will be on Rochester Avenue and in turn put more traffice through our neighborhood, and will be the northern entry presentation to The Ridge. As a presentation to a lovely neighborhood, this is totally unacceptable!

Garden Office (GO) and Transitional (T) to local retail would be typically an 8 a.m. to 5 p.m. Monday through Saturday situation. A storage facility will be open, in most cases, 24/7. This is unacceptable to a neighborhood filled with families.

We ask that you deny this permit. As home owners who enjoy their neighborhood, we ask that you consider our request.

Sincerely,

Randy & Lynda Casey

Randy & Lynda Casey

RECEIVED
AUG 25 2022
BY:

* Also, your application describes more acreage than in this notice!

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-E***

In Favor ___

Opposed X

Reasons and/or Comments: Eyesore, not safe, too much traffic during all hours exposing neighborhood to increase in crime, devaluation of homesteads, too close to residential area. There are plenty of places in the area that are zoned for the storage area - look at Marsha Sharp & Upland. We purchased this home knowing it was Garden Office zoned. Had it been for the retail zoning, we would have passed. Also, we pay HOA dues to keep this neighborhood nice. A storage area would defeat the purpose of HOA. Members - would you want this next door to you? Makes no sense at all. Total disruption of ability to enjoy our homes and our neighborhood!

Print Name Deborah Hart

Signature: Deborah Hart

Address: 7026 99th St. 79424

Address of Property Owned: 7026 99th St. 79424

Phone Number: 806 441 8126

Email: dkayehart@gmail.com

Zone Case Number: **3016-E** R327574 Recipient 18 of 25
HART CRAIG & DEBORAH
7026 99TH ST

LUBBOCK TX 79424












LUMBER
homeGUARD
GUARD


homeGUARD


LUMBER
homeGUARD
GUARD




B
C








Rochester Ave
9900

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3468, a request of Hugo Reed and Associates, Inc. for DWTP, LLC, for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19, 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 September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3468
Staff Report 3468
Documentation 3468

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. 3468; A ZONING CHANGE FROM T TO R-1A, R-2, A-2, C-2 AND C-3 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 114TH STREET AND WEST OF MILWAUKEE AVENUE, ON 160.5 ACRES OF UPLATTED LAND OUT OF BLOCK AK, SECTION 19, 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. 3468

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 **R-1A, R-2, A-2, C-2 and C-3** zoning district **generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19,** 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/ZC3468
September 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED C-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 8.1 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears S. 01°40'54" W. an approximate distance of 1981.4 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE N. 88°17'18" W. an approximate distance of 306.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 1158.2 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 305.4 feet to a point in the East line of said Section 19 for the Northeast corner of this tract;

THENCE S. 01°40'54" W., along the East line of said Section 19, an approximate distance of 1158.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 8.1 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED C-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 5.6 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract which bears N. 88°17'18" W. an approximate distance of 1322.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 88°17'18" E., along the North line of said Section 19, an approximate distance of 661.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'42" W. an approximate distance of 367.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 661.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 367.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 5.6 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 21.1 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears S. 01°40'54" W. an approximate distance of 1981.4 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°40'54" W., along the East line of said Section 19, an approximate distance of 658.5 feet to a point for the Southeast corner of this tract;

THENCE N. 88°15'26" W. an approximate distance of 1356.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 699.2 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 525.2 feet to a point;

THENCE S. 78°22'14" E. an approximate distance of 240.6 feet to a point;

THENCE S. 88°17'18" E. an approximate distance of 593.9 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 21.1 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED C-3 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 12.5 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of Section 19, Block AK, Lubbock County, Texas, and the Northeast corner of this tract;

THENCE S. 01°40'54" W., along the East line of said Section 19, an approximate distance of 823.3 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 661.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°42'42" E. an approximate distance of 823.3 feet to a point in the North line of said Section 19 for the Northwest corner of this tract;

THENCE S. 88°17'18" E., along the North line of said Section 19, an approximate distance of 661.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 12.5 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED R-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 12.2 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Southwest corner of this tract which bears S. 01°40'54" W. an approximate distance of 1950.8 feet and N. 88°17'18" W. an approximate distance of 769.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE N. 01°42'42" E. an approximate distance of 1127.6 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 463.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'42" W. an approximate distance of 1158.2 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 287.9 feet to a point;

THENCE N. 78°22'14" W. an approximate distance of 177.8 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 12.2 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED R-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 25.4 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Northerly Northeast corner of this tract which bears N. 88°17'18" W. an approximate distance of 1322.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°42'42" W. an approximate distance of 367.0 feet to a point;

THENCE S. 88°17'18" E. an approximate distance of 661.0 feet to a point for the most Easterly Northeast corner of this tract;

THENCE S. 01°42'42" W. an approximate distance of 312.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°17'18" W. an approximate distance of 1986.7 feet to a point for the Southwest corner of this tract;

THENCE N. 01°43'57" E. an approximate distance of 679.0 feet to a point in the North line of said Section 19 for the Northwest corner of this tract;

THENCE S. 88°17'18" E., along the North line of said Section 19, an approximate distance of 1325.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 25.4 Acres
July 28, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED R-1A ZONING

METES AND BOUNDS DESCRIPTION of an approximate 75.5 acre tract of land located in Section 19, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the most Easterly Southeast corner of this tract which bears S. 01°40'54" W. an approximate distance of 1950.8 feet and N. 88°17'18" W. an approximate distance of 769.0 feet from the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE N. 78°22'14" W. an approximate distance of 62.8 feet to a point;

THENCE N. 88°17'18" W. an approximate distance of 525.2 feet to a point;

THENCE S. 01°42'42" W. an approximate distance of 699.2 feet to a point for the most Southerly Southeast corner of this tract;

THENCE N. 88°15'26" W. an approximate distance of 1293.5 feet to a point for the Southwest corner of this tract;

THENCE N. 01°43'57" E. an approximate distance of 1959.5 feet to a point for the Northwest corner of this tract;

THENCE S. 88°17'18" E. an approximate distance of 1986.7 feet to a point for the Northeast corner of this tract;

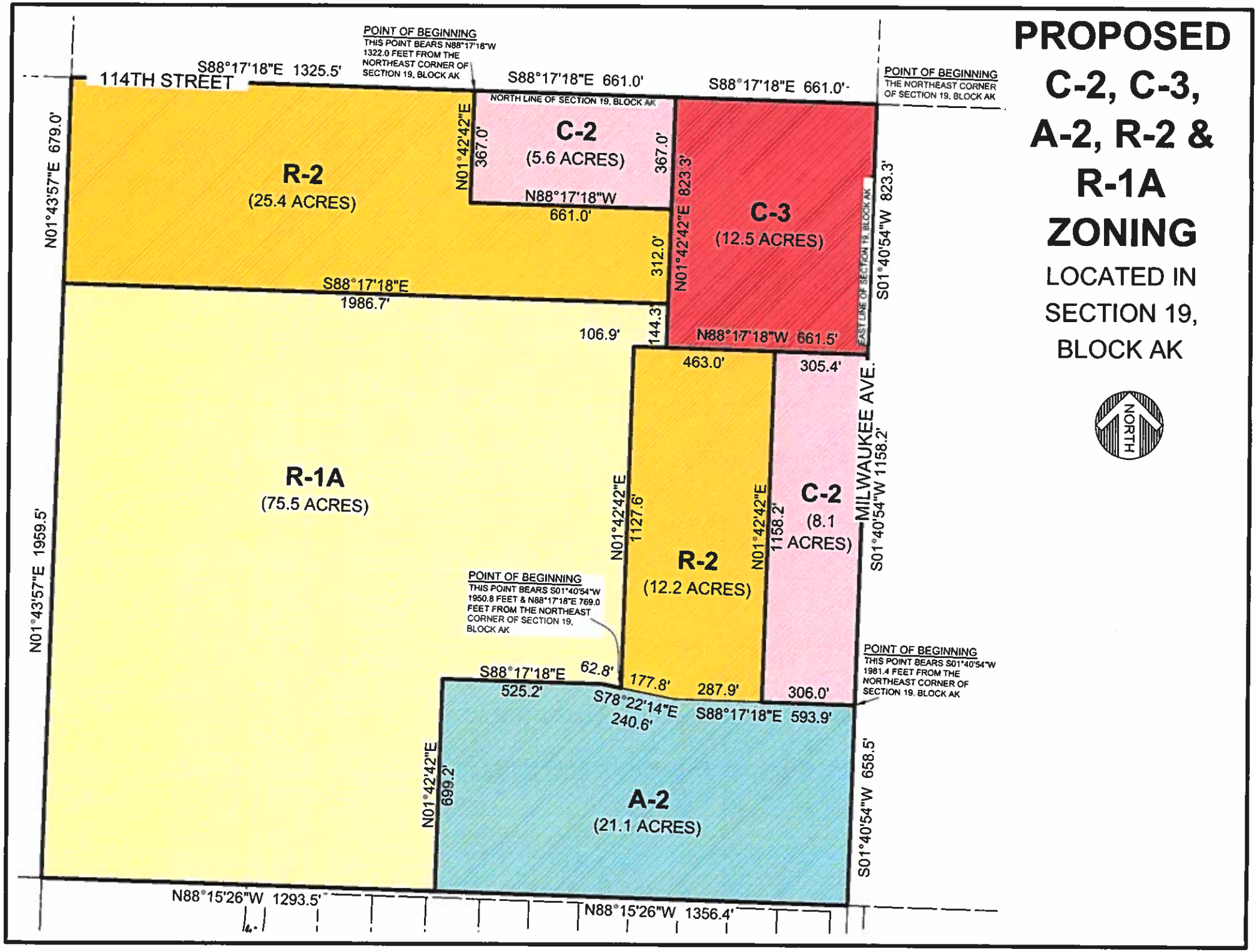
THENCE S. 01°42'42" W. an approximate distance of 144.3 feet to a point;

THENCE N. 88°17'18" W. an approximate distance of 106.9 feet to a point;

THENCE S. 01°42'42" W. an approximate distance of 1127.6 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for DWTP LLC
Contains: 75.5 Acres
July 28, 2022


PROPOSED
C-2, C-3,
A-2, R-2 &
R-1A
ZONING
LOCATED IN
SECTION 19,
BLOCK AK
NORTH
POINT OF BEGINNING
THIS POINT BEARS N88°17'18"W 1322.0 FEET FROM THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
POINT OF BEGINNING
THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
114TH STREET
S88°17'18"E 1325.5'
S88°17'18"E 661.0'
S88°17'18"E 661.0'
NORTH LINE OF SECTION 19, BLOCK AK
N01°43'57"E 679.0'
R-2
(25.4 ACRES)
N01°42'42"E 367.0'
C-2
(5.6 ACRES)
367.0'
N88°17'18"W
661.0'
312.0'
N01°42'42"E 823.3'
C-3
(12.5 ACRES)
EAST LINE OF SECTION 19, BLOCK AK
S01°40'54"W 823.3'
S88°17'18"E
1986.7'
106.9'
144.3'
N88°17'18"W 661.5'
463.0'
305.4'
MILWAUKEE AVE.
S01°40'54"W 1158.2'
R-1A
(75.5 ACRES)
N01°43'57"E 1959.5'
N01°42'42"E 1127.6'
R-2
(12.2 ACRES)
N01°42'42"E 1158.2'
C-2
(8.1
ACRES)
POINT OF BEGINNING
THIS POINT BEARS S01°40'54"W 1950.8 FEET & N88°17'18"E 769.0 FEET FROM THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
POINT OF BEGINNING
THIS POINT BEARS S01°40'54"W 1961.4 FEET FROM THE NORTHEAST CORNER OF SECTION 19, BLOCK AK
S88°17'18"E
525.2'
62.8'
177.8'
287.9'
306.0'
S78°22'14"E
240.6'
S88°17'18"E 593.9'
N01°42'42"E
699.2'
A-2
(21.1 ACRES)
S01°40'54"W 658.5'
N88°15'26"W 1293.5'
N88°15'26"W 1356.4'

Planning Department
City of Lubbock

Staff Report	Zone Case 3468
City Council Meeting	September 27, 2022

Applicant Hugo Reed and Associates, Inc.

Property Owner DWTP, LLC

Council District **5**

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- January 14. 1999, Ordinance No. 10117: A portion of this property was annexed and zoned Transition District (T).
- December 4, 2008, Ordinance No. 2008-O0104: A portion of this property was annexed and zoned Transition District (T).
- September 1, 2022, Zone Case 3468: The Planning and Zoning Commission recommended approval for a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3), by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 30
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

The subject property consists of 160.5 acres of unplatted land out of Block AK, Section 19. There is one single-family house along 114th street built in 1956. The remainder of the subject property is currently undeveloped.

Adjacent Property Development

The surrounding properties are zoned Transition District (T) to the north, south, east and west with Local Retail District (C-2) to the east. The surrounding properties are either vacant or developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is generally located south of 114th Street and west of Milwaukee Avenue. The applicant is requesting a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3).

Current zoning: **Transition District (T)**

Requested zoning: **Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3).**

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 R-1A 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 proposed R-2 zoning is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

The intent of the proposed 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."

The intent of the proposed C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

Traffic Network/Infrastructure Impacts
The location is along 114th Street and Milwaukee Avenue. 114th Street is designated as a Minor Arterial, and Milwaukee Avenue is designated as a Principal Arterial. Arterials are major thoroughfares designed to carry large quantities of traffic at relatively high speeds.

Compatibility with Surrounding Property
The proposed zone change is 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 and Commercial Land Uses. The zoning request generally conforms to the Future Land Use Map. The Future Land Use Map indicates that this intersection is meant to be a commercial node, with residential uses farther away from the intersection which is demonstrated by this request. This request is also in conformance with the Comprehensive Plan principles as the commercial districts are located at the commercial node (2040 Comprehensive Plan Pg. 60) and creates buffers between the thoroughfare streets and the Single-Family districts. Therefore, this request is in complete conformance with the Comprehensive Plan.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along Arterials and places Commercial districts at the intersection and allows for R-2 and A-2 uses to act as buffers between the commercial property and the R-1A district.

Suitability of Property for Allowed Uses
The property may be suitable for the proposed commercial and residential uses, though additional improvements may be necessary.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Responses

Staff Contacts

Shane Spencer
Planner
Planning Department
806-775-2103
sspencer@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-3029
vescamilla@mylubbock.us

Case Information: Zone Case 3468

Allowable Uses: Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3)

Transportation: The proposed development has points of access from 114th Street and Milwaukee Avenue

Thoroughfare	Existing	Per Thoroughfare Development Plan
114th Street, Minor Arterial, Partial	R.O.W. 25 feet, 2 lane, undivided, paved.	R.O.W. 100 feet, 5 lanes, undivided, paved
Milwaukee Avenue, Principal Arterial, Partial	R.O.W 40 feet, 2 lane, undivided, paved.	R.O.W 110 feet, 7 lane, undivided, paved.

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.12 **Zone Case 3468:** Hugo Reed and Associates, Inc. for DWTP, LLC request a zone change from Transition District (T) to Reduced Setbacks Single-Family District (R-1A), Two-Family District (R-2), High-Density Apartment District (A-2), Local Retail District (C-2) and General Retail District (C-3) at:

- Generally located south of 114th Street and west of Milwaukee Avenue, on 160.5 acres of uplatted land out of Block AK, Section 19.

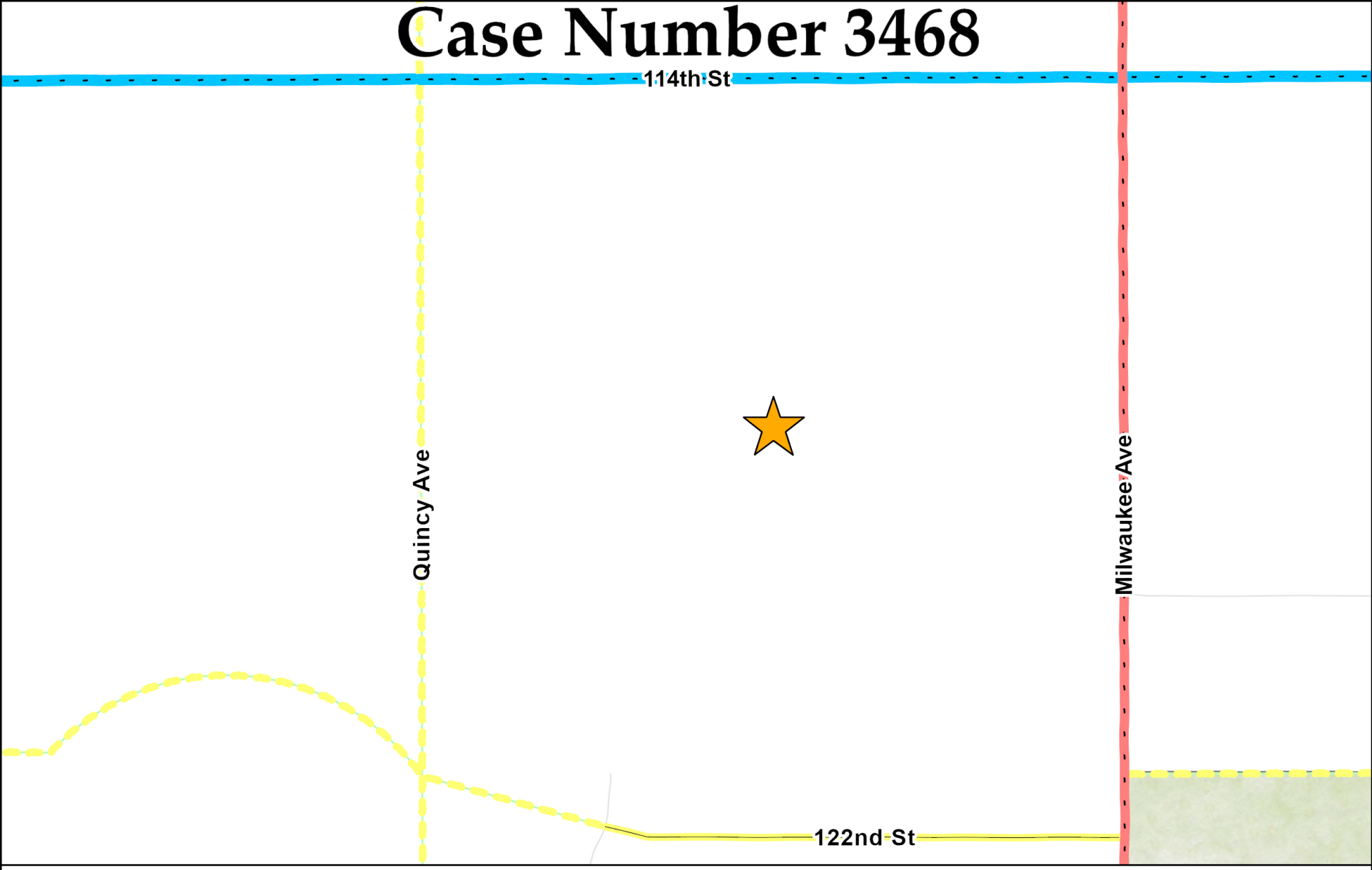
PLANNER SHANE SPENCER stated there were thirty (30) notifications sent out and two (2) returned in opposition. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, Inc. stated this project is headed by Thomas Payne. This zone change will allow townhomes and garden homes.

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 3468**, a motion was made by **ABEL HERNANDEZ** and seconded by **JAMES BELL** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

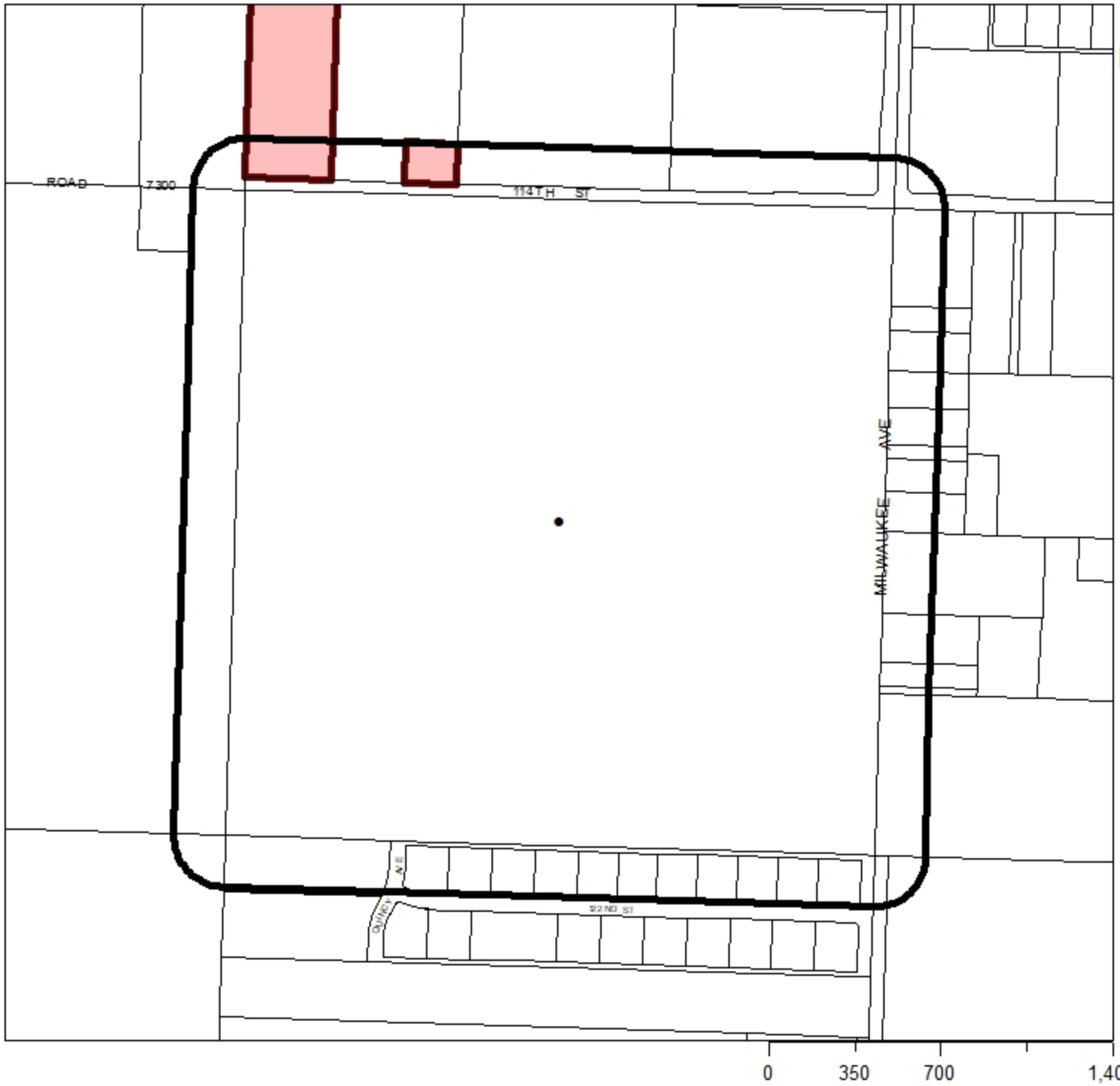
Case Number 3468



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022



PZC Mailout Notifications Received

N

Legend

- LocatorPnt3468
- MailoutBuffer3468

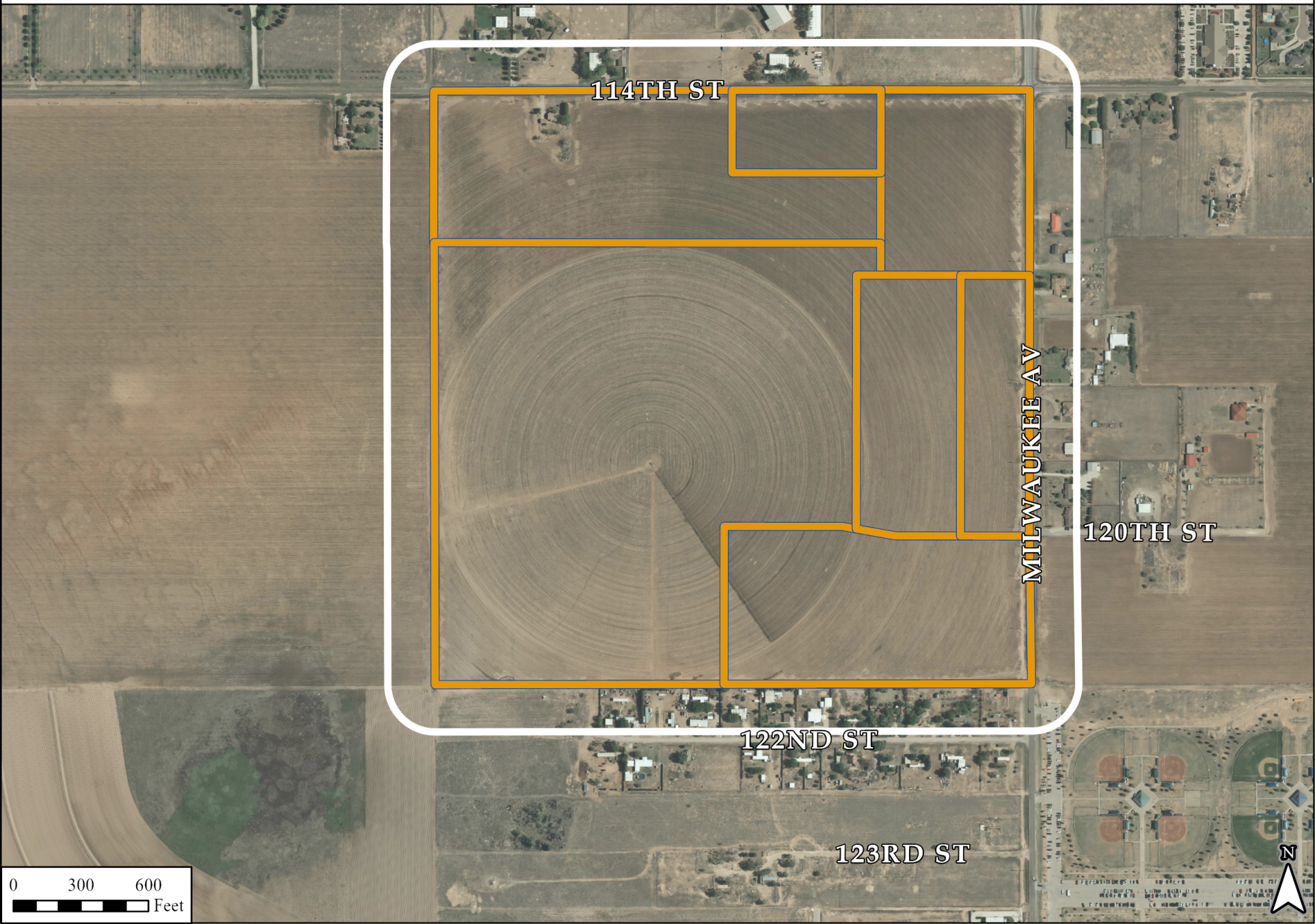
Notification Result

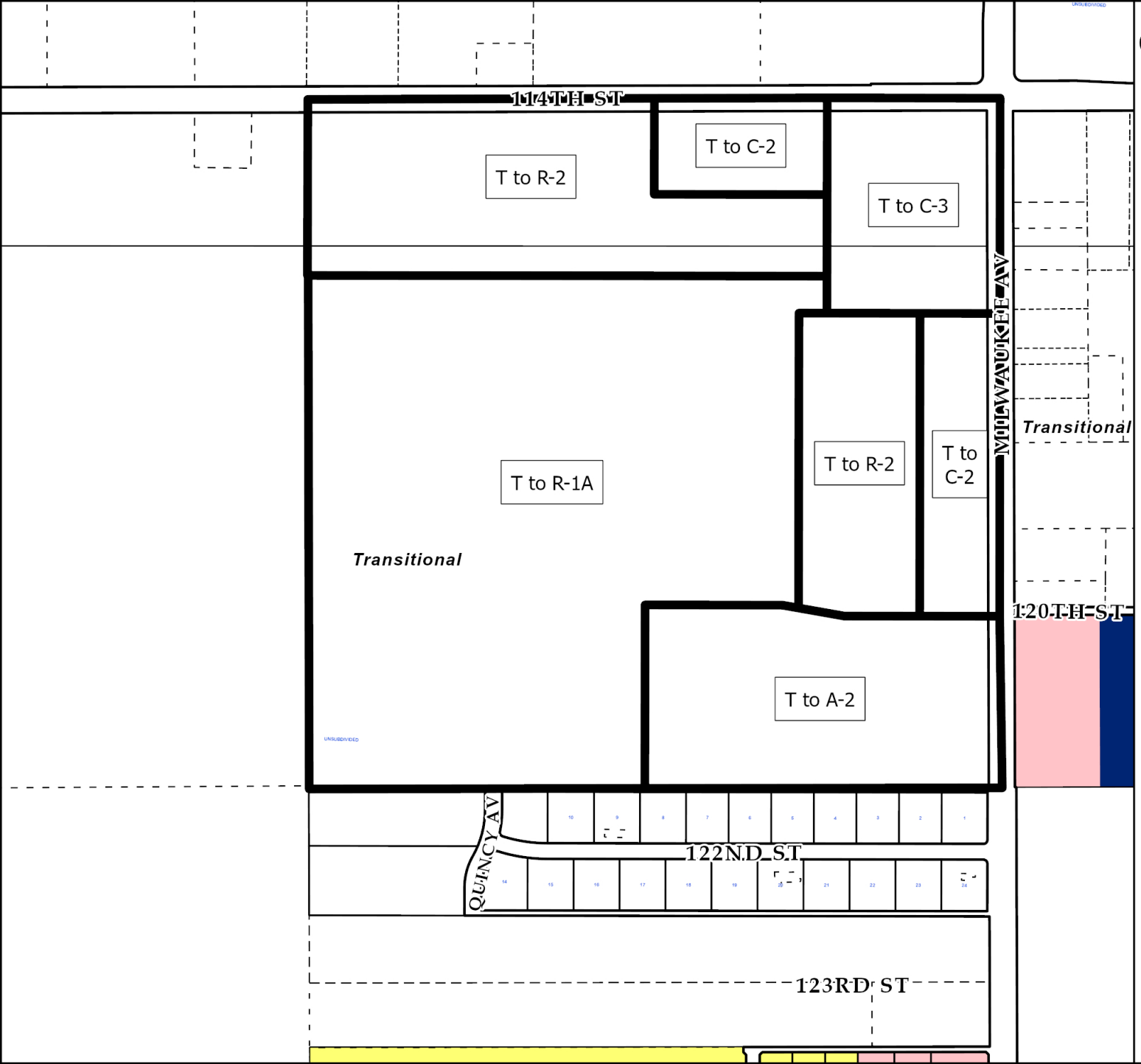
- In Favor
- Opposed

0 350 700 1,400 Feet

Created by Planning Department
Date: 9/1/2022

Case Number 3468





Current Zoning

3468

Zoning Districts

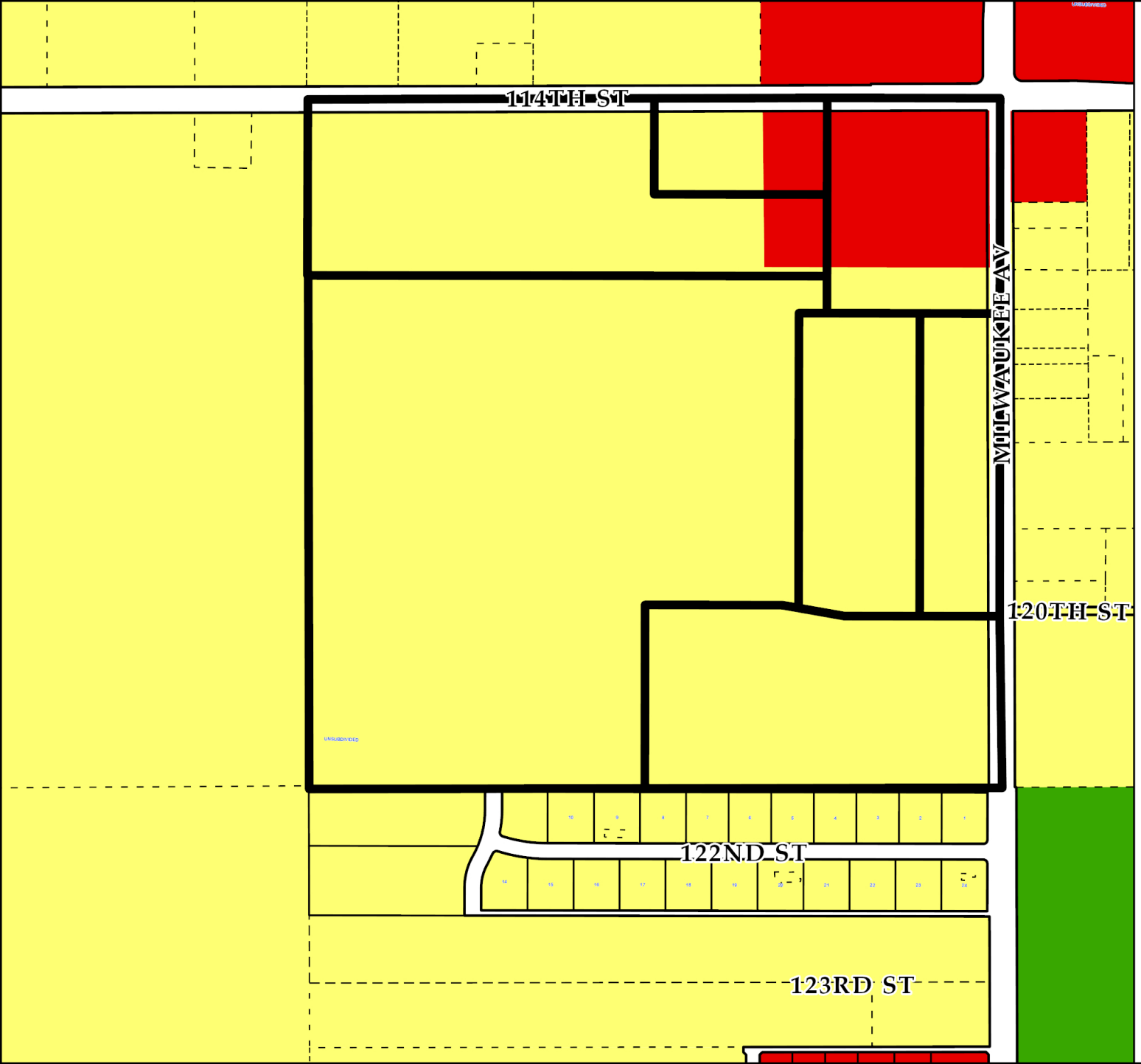
- Local Retail
- Industrial Park
- Single Family
- Transitional

N

0 300 600 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 3468

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

N

0 300 600 Feet

City of Lubbock TEXAS

Date Exported: August 2022

3468



View to the north.



View to the east.



View to the south. Subject Property.



View to the west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 120th Street and Milwaukee Avenue

Lots/Tracts: Unplatted land - Proposed Hillstone Development

Survey & Abstract: Section 19, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 160.5

Existing Land Use: Vacant Existing Zoning: T

Requested Zoning: R-1A, R-2, A-2, C-2, C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 28, 2022 Printed Name: Terry Holeman

Owner Information

Firm Name: DWTP, LLC

Owner: DWTP, LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: July 28, 2022 Printed Name: Thomas Payne

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.

HUB City Title
4415 66th Street, Suite 100
Lubbock, TX 79414

GF 220314 CM

Return to: Jack P. Driskill, McWhorter, Cobb & Johnson, P. O. Box 2547, Lubbock, Texas 79408

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

Special Warranty Deed

Date: June 29, 2022

Grantor:	Williamson Family, LP, a Texas limited partnership
Grantor's Mailing Address (including county):	333 Busby Drive, San Antonio, Bexar County, Texas 78209
Grantee:	DWTP, LLC, a Texas limited liability company
Grantee's Mailing Address (including county):	P.O. Box 64664, Lubbock, Lubbock County, Texas 79464

Consideration: Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in the County of Lubbock and State of Texas described as follows:

The surface estate only of the following described tract:

The Northeast One-quarter (NE/4) of Section Nineteen (19), Block AK, Lubbock County, Texas, being 160.48 acres of land, more or less, SAVE AND EXCEPT 12.019 acres, more or less, as more particularly described in the attached hereto as **Exhibit A**, and incorporated herein for all purposes;

together with all rights, privileges and appurtenances pertaining thereto and improvements located thereon (herein collectively called the "**Property**").

Grantee acknowledges that Grantor has not made and does not make any representations as to the physical condition of the Property, or any other matter affecting or related to the Property (other than warranties of title as provided and limited herein). Grantee expressly agrees that to the maximum extent permitted by law, the Property is conveyed "AS IS" and "WITH ALL FAULTS", and Grantor expressly disclaims, and Grantee acknowledges and accepts that Grantor has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, statutory express or implied (except as to title as herein provided and limited) concerning the Property. By Grantee's acceptance of this deed, Grantee represents that Grantee has made all inspections of the Property to determine its value and condition deemed necessary or appropriate by Grantee, including, without limitation, inspection for the presence of asbestos, pesticide residues, hazardous waste, other hazardous materials and underground storage tanks.

The personal property transferred to Grantee is sold, transferred, and delivered "AS IS" and "WITH ALL FAULTS"; further, Grantor excludes all warranties and representations, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

Reservations from and Exceptions to Conveyance and Warranties

1. Grantor hereby reserves and excepts from the Property conveyed hereby all oil, gas and other minerals on, in and under all of the Property, and that may be produced and saved therefrom. The excepted and reserved interest includes all bonuses, delay rentals, royalties, and all other rights and payments due or to become due

to Grantor, Grantor's successors and assigns under the terms of any future oil and gas lease or leases. Upon termination of any or all of such leases, if any, the interests of the lessee(s) thereunder shall revert to Grantor or Grantor's successors and assigns. The reservation set forth in this paragraph is hereinafter referred to as the **"Mineral Reservation."**

Notwithstanding the foregoing Mineral Reservation, and for the same consideration recited above, Grantor does hereby RELEASE, WAIVE, TRANSFER, ASSIGN, AND CONVEY to Grantee all rights to use all or any part of the surface of the Property, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purposes incident to the development or production of the oil, gas and other minerals in and under the Property. Provided, however, nothing contained in this paragraph shall ever be construed to prevent Grantor or any mineral lessee from developing or producing the oil, gas and other minerals in and under the Property by pooling or by directional drilling under the Property from wellsites located on lands other than the Property, so long as such actions do not interfere with the use of the surface of the Property, including subjacent and lateral support for all structures or other improvements or facilities now or hereafter constructed on the Property.

2. All accrued and unpaid ad valorem taxes, the payment of which Grantee assumes; and subsequent assessments due to change in land usage, ownership, or both, the payment of which Grantee assumes;

3. Rights of parties in possession of all or any part of the Property.

4. Any state of facts an accurate personal inspection or survey of the Property would reveal and to all valid and subsisting restrictions, reservations, covenants and conditions, rights-of-way and easements and other matters of record, or visible on the ground, if any, to the extend they are still in full force and effect.

5. All valid and properly recorded outstanding mineral interests and oil and gas leases, if any, to the extent they are still in full force and effect;

6. All governmental rules, ordinances, regulations and laws, if any, affecting the Property.

Conveyance and Warranty: Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranties, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Williamson Family, LP, a Texas limited partnership

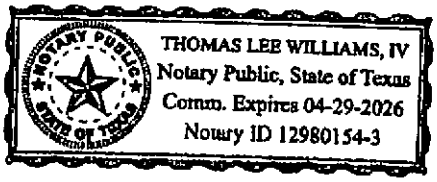
Williamson GP, LLC, a Texas limited liability company, its General Partner

By: Dawn Harral

Dawn Harral, Manager

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 29 day of June, 2022, by Dawn Harral, Manager of Williamson GP, LLC, a Texas limited liability company, General Partner of Williamson Family, LP, a Texas limited partnership, on behalf of said company on behalf of said partnership.



Notary Public, State of Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 160.48 acre tract of land, more or less, located in Section 19, Block A-K, Lubbock County, Texas, being that tract of land described under County Clerk File Number (CCFN) 2021066132, Official Public Records of Lubbock County (OPRLCT), Texas, said 160.48 acre tract being further described as follows:

BEGINNING at a "MAG" nail and shiner set for the Northeast corner of Section 19, Block A-K, Lubbock County, Texas;

THENCE S. 01°40'58" W., along the East line of said Section 19, a distance of 2639.91 feet to a 2" aluminum disc found at the Southeast corner of the Northeast Quarter of said Section 19 and the Southeast corner of this tract;

THENCE N. 88°15'26" W., along the North line of Happy Acres, a subdivision in section 19, Block A-K, as recorded in Volume 1676, Page 157, Deed Records of Lubbock County, Texas, a distance of 2649.89 feet to an axle found at the Southwest corner of the Northeast Quarter of said section 19, same being the Southeast corner of that 139.491 acre tract described in CCFN 2014029048, OPRLCT, and the Southwest corner of this tract;

THENCE N. 01°43'57" E., along the East line of said 139.461 acre tract, a distance of 2638.47 feet to a railroad spike found at the Northeast corner of said 139.461 acre tract, and the Northwest corner of this tract;

THENCE S. 88°17'18" E. along the North line of said Section 19, a distance of 2647.59 feet to the Point of Beginning.

SAVE AND EXCEPT:

METES AND BOUNDS DESCRIPTION of a 12.019 acre tract of land, more or less, located in Section 19, Block AK, Lubbock County, Texas, being a portion of that tract of land described under County Clerk File Number 2021066132, Official Public Records of Lubbock County, Texas, said 12.019 acre tract being further described as follows:

BEGINNING at a "MAG" nail with shiner found at the Northeast corner of this tract, same being the Northeast corner of Section 19, Block AK, Lubbock County, Texas;

THENCE S. 01°40'54" W., along the East line of said Section 19, a distance of 778.22 feet to a "MAG" nail with shiner set for the Southeast corner of this tract, from whence a 2" aluminum disc found at the Southeast corner of the Northeast Quarter of said Section 19 bears S. 01°40'54" W. a distance of 1861.69 feet;

THENCE N. 88°19'06" W. a distance of 55.00 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE S. 46°41'48" W. a distance of 21.21 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set;

THENCE N. 88°17'18" W. a distance of 581.46 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the most Southerly Southwest corner of this tract;

THENCE N. 43°17'18" W. a distance of 14.14 feet to a ½" iron rod with cap marked "HUGO REED & ASSOC." set for the most Westerly Southwest corner of this tract;

THENCE N. 01°42'42" E. a distance of 783.25 feet to a "MAG" nail with shiner set in the North line of said Section 19 for the Northwest corner of this tract, from whence a railroad spike found bears N. 88°17'18" W. a distance of 1986.50 feet;

THENCE S. 88°17'18" E., along the North line of said Section 19, a distance of 661.04 feet to the Point of Beginning.

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.

Contains: 523,547 square feet, more or less.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County, TEXAS
06/30/2022 03:56 PM
Recording Fee: $42.00
2022032094

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.:** ***3468***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Decrease property value & introduce crime across from our home.

Print Name Fritz L & Kleta K Gerner

Signature: [signature] & Kleta K Gerner

Address: 6722 114th St

Address of Property Owned: SAA

Phone Number: ___

Email: f.gerner@sbcglobal.net & k.kgerner@gmail.com

Zone Case Number: **3468** R136181 Recipient 4 of 30

GERNER FRITZ L & KLETA K
6722 114TH ST

LUBBOCK TX 79424-6027

RECEIVED
AUG 26 2022
BY: ___

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3468***

In Favor ____

Opposed X

Reasons and/or Comments:

The City's Comprehensive Plan notes on page 60 that "It is important that all uses be compatible to adjacent single-family uses (existing or proposed); all nonresidential and multi-family uses should provide appropriate buffering and or screening," and "Where single-family exists on one side of the street frontage, single family is the most appropriate use on the other side of the arterials." The proposed R-2 zoning on 114th St. does not align with this planning considering the existing adjacent single-family uses.

Print Name Derek G. Johnson

Signature: [signature]

Address: 6814 114th St., Lubbock, TX 79424

Address of Property Owned: 6814 114th St., Lubbock, TX 79424

Phone Number: 612-741-5997

Email: windfish1@yahoo.com

Zone Case Number: **3468** R66763 Recipient 11 of 30

JOHNSON DEREK G & KATHRIN N
6814 114TH ST

LUBBOCK TX 79424

Information

Agenda Item

Public Hearing - Planning (District 5): Consider a request for Zone Case 3469, a request of Hugo Reed and Associates, Inc. for Loop 88, LLC, for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) generally located south of 114th Street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20, 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 September 1, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3469
Staff Report 3469
Documentation 3469

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. 3469; A ZONING CHANGE FROM T, IDP AND C-2 TO R-1A ZONING DISTRICT GENERALLY LOCATED SOUTH OF 114TH STREET AND EAST OF MILWAUKEE AVENUE, ON 93.7 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20, 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. 3469

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, IDP and C-2** to **R-1A** zoning district **generally located south of 114th street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20,** 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
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3469
September 1, 2022

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

PROPOSED R-1A ZONING

METES AND BOUNDS DESCRIPTION of an approximate 93.7 acre tract of land located in Section 20, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southwest corner of this tract which bears S. 88°17'46" E. an approximate distance of 306.1 feet from the Southwest corner of the Northwest Quarter of Section 20, Block AK, Lubbock County, Texas;

THENCE N. 01°40'11" E. an approximate distance of 660.2 feet to a point;

THENCE S. 88°19'49" E. an approximate distance of 743.1 feet to a point;

THENCE N. 01°41'11" E. an approximate distance of 660.0 feet to a point;

THENCE N. 88°19'49" W. an approximate distance of 586.6 feet to a point;

THENCE N. 01°40'11" E. an approximate distance of 330.2 feet to a point;

THENCE N. 88°19'02" W. an approximate distance of 132.0 feet to a point;

THENCE N. 01°40'58" E. an approximate distance of 329.8 feet to a point for the Northwest corner of this tract;

THENCE S. 88°19'49" E. an approximate distance of 2312.5 feet to a point for the Northeast corner of this tract;

THENCE S. 01°40'07" W. an approximate distance of 660.0 feet to a point;

THENCE S. 01°40'11" W. an approximate distance of 1321.6 feet to a point for the Southeast corner of this tract;

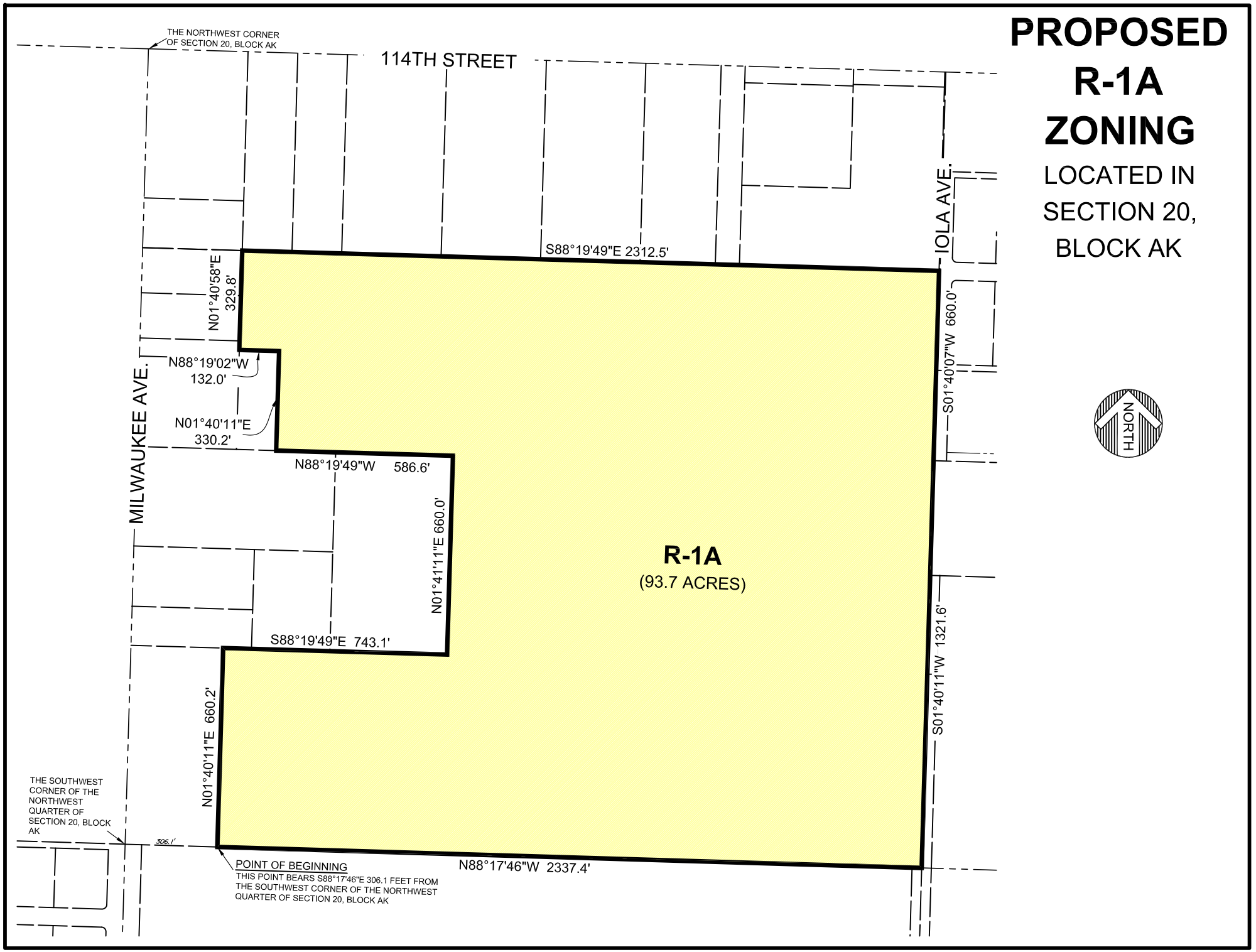
THENCE N. 88°17'46" W. an approximate distance of 2337.4 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for LOOP 88 LLC
Contains: 93.7 Acres
July 28, 2022

PROPOSED R-1A ZONING

LOCATED IN SECTION 20, BLOCK AK



Planning Department
City of Lubbock

Staff Report	Zone Case 3469
City Council Meeting	September 27, 2022

Applicant Hugo Reed and Associates, INC.

Property Owner Loop 88, LLC

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- December 4, 2008, Ordinance No. 2008-O0104: This property was annexed into city limits and zoned Transition District (T).
- April 14, 2011, Zone Case 3151, Ordinance No. 2011-O0029: The southwest portion of this property was rezoned from T to Industrial Park District (IDP) and Local Retail District (C-2).
- September 1, 2022: The Planning and Zoning Commission recommended approval for a zone change from Transition (T), Industrial Park (IDP), and Local Retail District (C-2) to Reduced Setback Single-Family District (R1-A) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 32
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History
This property is currently vacant and consists of 93.7 acres of unplatted land out of Block AK, Section 20.

Adjacent Property Development
This property is surrounded by property zoned Transition District (T), with baseball fields to the south, residential and vacant land to the west, a church and residential to the north, and residential to the west.

Item Summary
This property is generally located south of 114th street and east of Milwaukee Avenue. The applicant is requesting a zone change from Transition District (T), Industrial Park (IDP), and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A).

Current zoning: **Transition (T), Industrial Park (IDP), Local Retail District (C-2)**

Requested zoning: **Reduced Setback Single-Family District (R-1A)**

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 current IDP zoning is "… to provide industrial park-planned-unit-development along major thoroughfare and expressway corridors so that persons entering the city along those corridors will receive a good first impression and to maintain a quality appearance which will stabilize or increase real property values."

The Intent of the current C-2 zoning is "… to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares.

The intent of the proposed R-1A zoning is "…to promote orderly and proper development of single-family residential units, to protect established and future single-family residential developments from inharmonious and harmful land uses, and to provide a "quality environment" for the residents of the district and city."

Traffic Network/Infrastructure Impacts
The location is along Iola Avenue, which is designated as a Collector and 120th street, which is designated as a Local Street by the Master Thoroughfare Plan, 2018. Collectors provide access and movement within residential, commercial, and industrial areas. Local Streets provide access to smaller, destination-oriented areas, such as neighborhoods, subdivisions or local business districts.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Residential Low Density. The requested zone change to R-1A is consistent with the Future Land Use Plan and Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance.

Suitability of Property for Allowed Uses
The property is suitable for residential use. Additional infrastructure improvements will be necessary since the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
VEscamilla@mylubbock.us

Case Information: Zone Case 3469

Allowable Uses: Reduced Setback Single-Family District (R-1A)

Transportation: The proposed development has point of access from 120th street, 122nd street, and Iola Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
120th street, *Local Street, Not Completed*	R.O.W. 30 feet, two-lane, undivided, unpaved	R.O.W. 30 feet, two-lane, undivided, paved
122nd street, *Collector Street, Not Completed*	N/A	R.O.W. 64 feet, two-lane, undivided, paved
Iola Avenue, *Collector street, not completed*	R.O.W. 40 Feet, two-Lane undivided, unpaved	R.O.W. 64 feet, two lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 5

5.13 **Zone Case 3469:** Hugo Reed and Associates, Inc. for Loop 88, LLC, request for a zone change from Transition (T), Industrial Park (IDP) and Local Retail District (C-2) to Reduced Setback Single-Family District (R-1A) at:

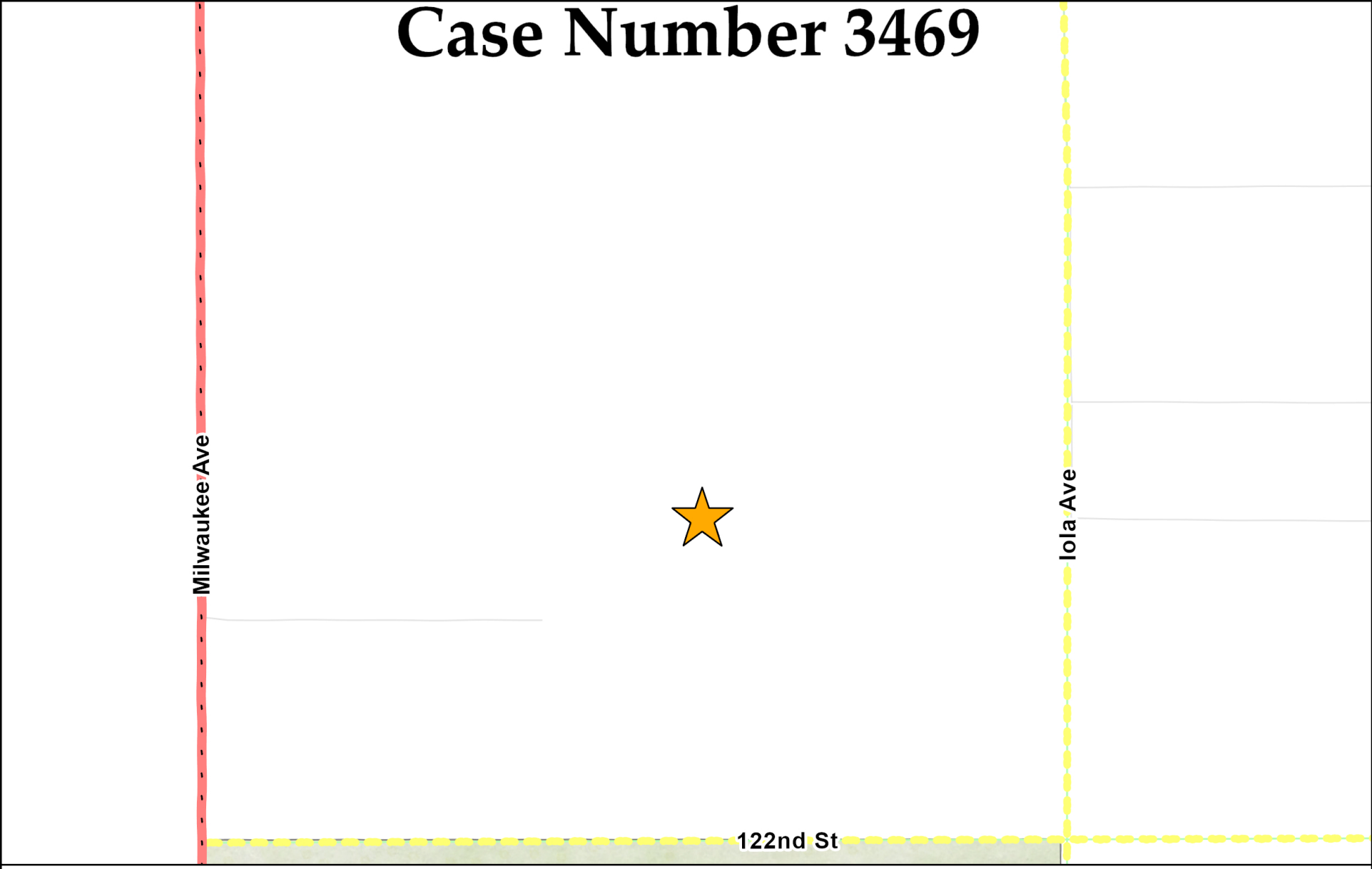
- Generally located south of 114th street and east of Milwaukee Avenue, on 93.7 acres of unplatted land out of Block AK, Section 20.

PLANNER GREG HERNANDEZ stated there were thirty-one (31) notifications sent out and one (1) returned in opposition. The one returned in opposition did not state a reason. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, Inc. stated this is their June Estates development. Mr. Holeman discussed the details of the zone change request.

In the matter of **Zone Case 3469**, a motion was made by **JAMES BELL** and seconded by **ABEL HERNANDEZ** to approve the request and the Commission members voted 8 (in favor) to 0 (in opposition) to approve the motion. Item will be forwarded to City Council for consideration.

Case Number 3469

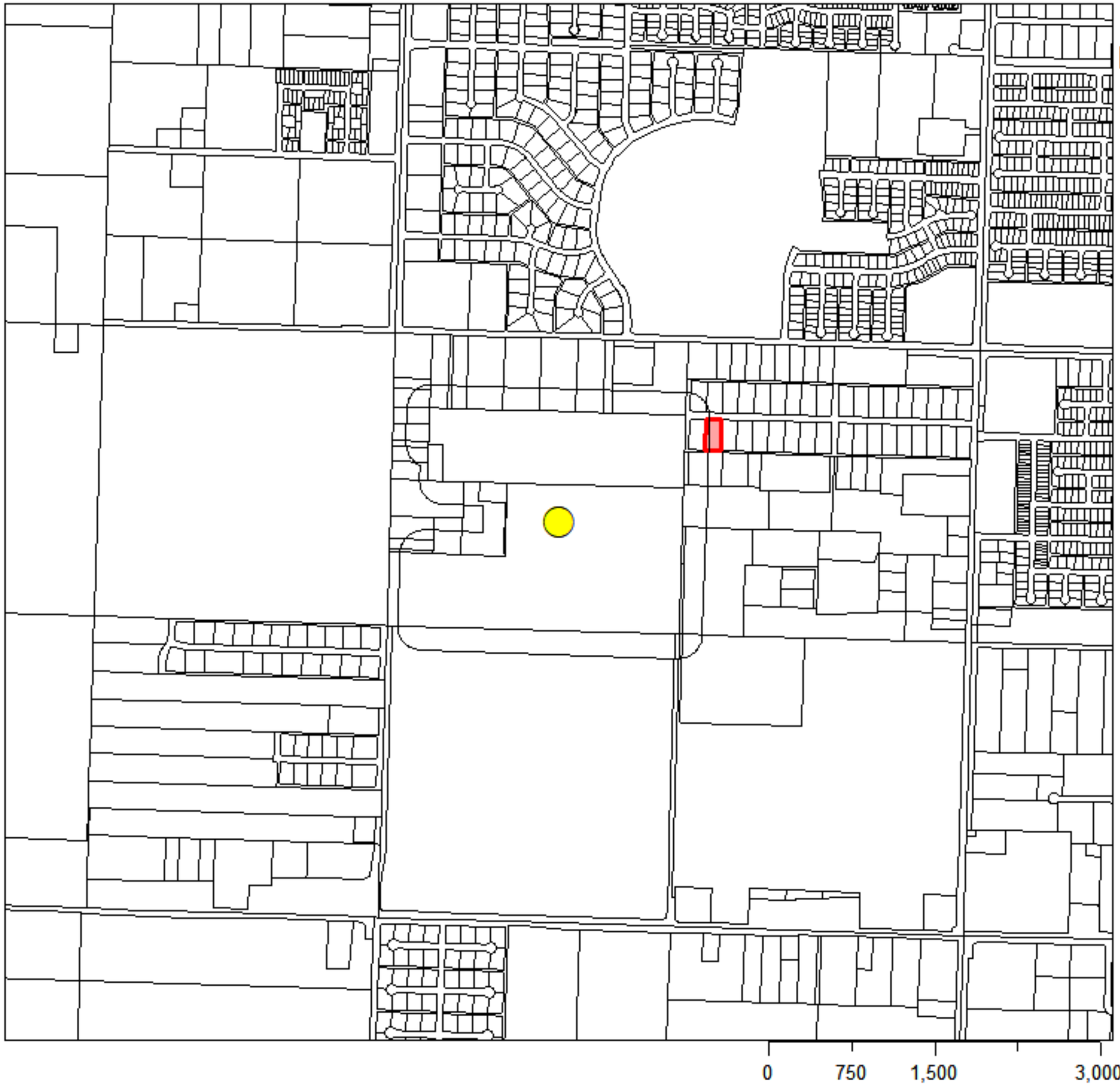


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

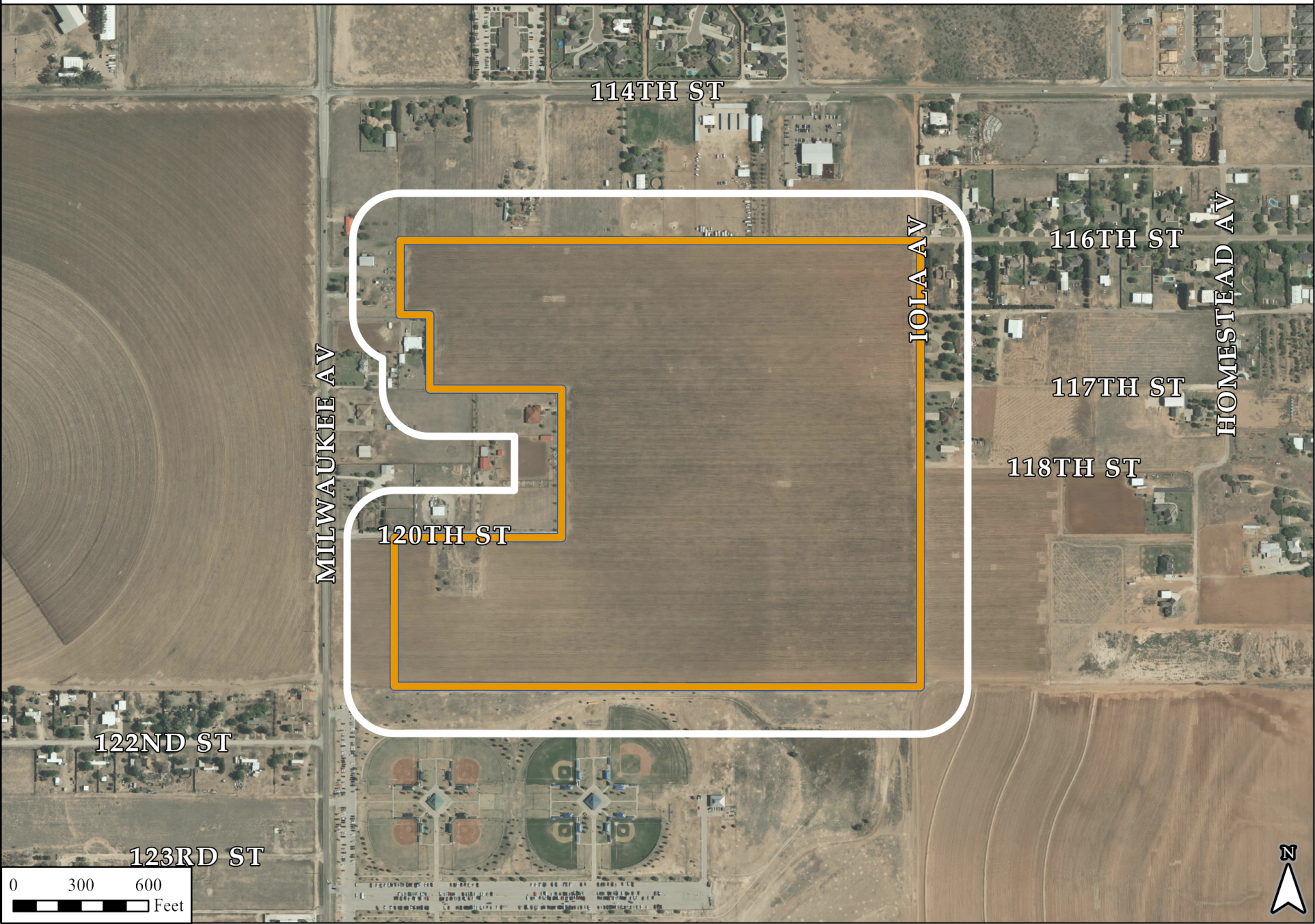
Date Exported: August 2022

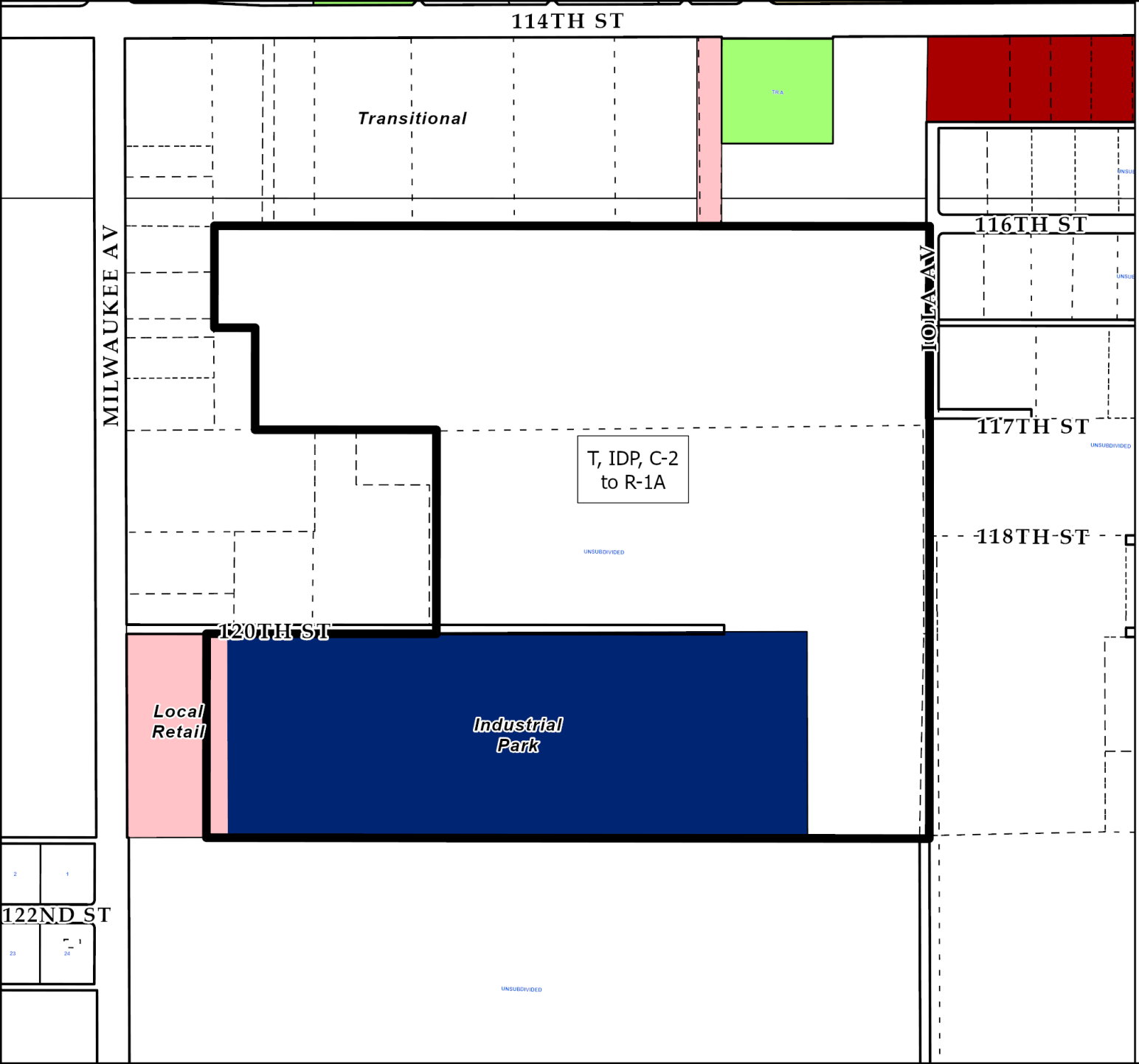
PZC Mailout Notifications Received



Created by Planning Department
Date: 8/31/2022

Case Number 3469





Current Zoning

3469

Zoning Districts

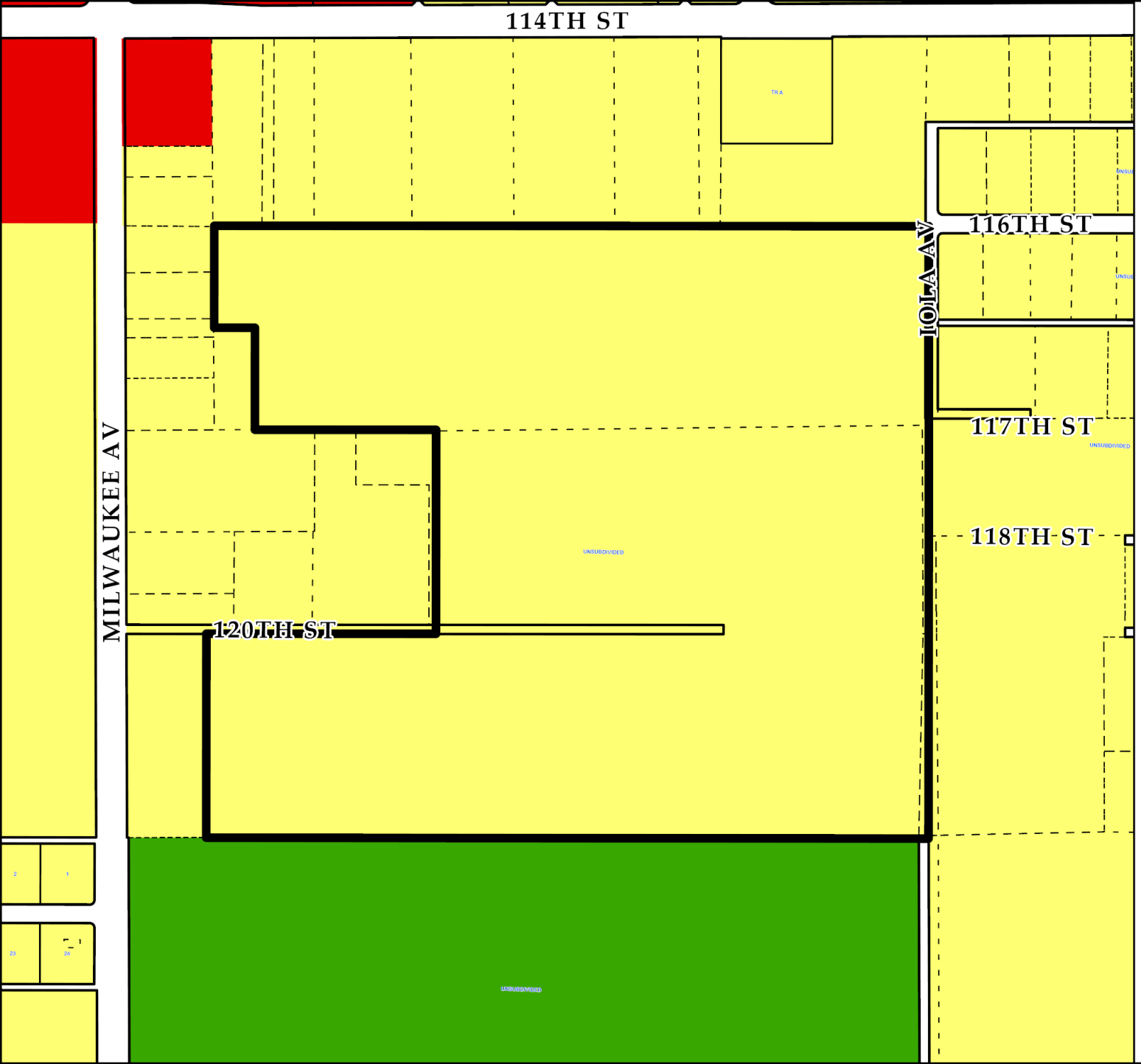
- High Density Apartment
- Restricted Local Retail
- Local Retail
- Commercial
- Industrial Park
- Transitional

N

0 100 200 300 400 500 Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 3469

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

N

0 300 600 Feet

City of Lubbock TEXAS

Date Exported: August 2022

3469



Subject property. View to the north.



View to the east.



View to the east.



View to the west.

City of Lubbock TEXAS
PLANNING

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 120th Street and Milwaukee Avenue

Lots/Tracts: Unplatted land - Proposed June Estates

Survey & Abstract: Section 20, Block AK

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 93.7

Existing Land Use: Vacant Existing Zoning: T, IDP, C-2

Requested Zoning: R-1A

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Hugo Reed and Associates, Inc.

Name: Terry Holeman

Address: 1601 Avenue N City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-763-5642 Email: tholeman@hugoreed.com

Applicant's Signature: Terry Holeman

Date: July 28, 2022 Printed Name: Terry Holeman

Owner Information

Firm Name: Loop 88, LLC

Owner: Loop 88, LLC

Address: PO Box 64664 City: Lubbock State: TX

ZIP Code: 79464 Telephone: 806-543-0667 Email: tpayn3@gmail.com

Property Owner's Signature:

Date: July 28, 2022 Printed Name: Thomas Payne

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.:** ***3469***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name SHARON K, BELL FOR Polly JARRETT
Signature: Sharon K Bell
Address: 6015 116 St
Address of Property Owned: 6015 116 St
Phone Number: (806) 784-4331
Email: SKbell1874@yahoo.com

Zone Case Number: **3469** R46385
JARRETT FRANCIS P REV LIVING TRUST
6015 116TH ST

LUBBOCK TX 79424

Recipient 27 of 32

RECEIVED
AUG 31 2022
BY:

Information

Agenda Item

Public Hearing - Planning (District 6): Consider a request for Zone Case 2538-DD, a request of AMD Engineering, LLC for 806 Land Group, LLC, for a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) generally located south of 4th Street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10, 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 September 1, 2022, and recommended approval of the request by a vote of 7-0-1.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 2538-DD
Staff Report 2538-DD
Documentation 2538-DD

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. 2538-DD; A ZONING CHANGE FROM R-1 AND R-2 TO C-3 ZONING DISTRICT GENERALLY LOCATED SOUTH OF 4TH STREET AND EAST OF UPLAND AVENUE, ON 15.65 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 10, 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. 2538-DD

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and R-2** to **C-3** zoning district **generally located south of 4th street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10,** 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/ZC2538-DD
September 1, 2022

AMD ENGINEERING, LLC

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 15.65 acre tract of land located in Section 10, Block JS, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point that bears N 88° 09' 35" W an approximate distance of 95.05 feet and N 01° 50' 25" E an approximate distance of 60.00 feet from the northwest corner of Section 10, Block JS;

THENCE S 88° 09' 35" E an approximate distance of 1452.15 feet;

THENCE S 43° 14' 05" E an approximate distance of 21.24 feet;

THENCE S 01° 41' 25" W an approximate distance of 304.68 feet;

THENCE S 46° 45' 55" W an approximate distance of 14.12 feet;

THENCE N 88° 09' 35" W an approximate distance of 877.00 feet;

THENCE S 01° 41' 25" W an approximate distance of 289.32 feet;

THENCE S 46° 41' 25" W an approximate distance of 21.21 feet;

THENCE N 88° 18' 35" W an approximate distance of 594.85 feet;

THENCE N 43° 19' 23" W an approximate distance of 14.15 feet;

THENCE N 01° 39' 49" E an approximate distance of 175.62 feet;

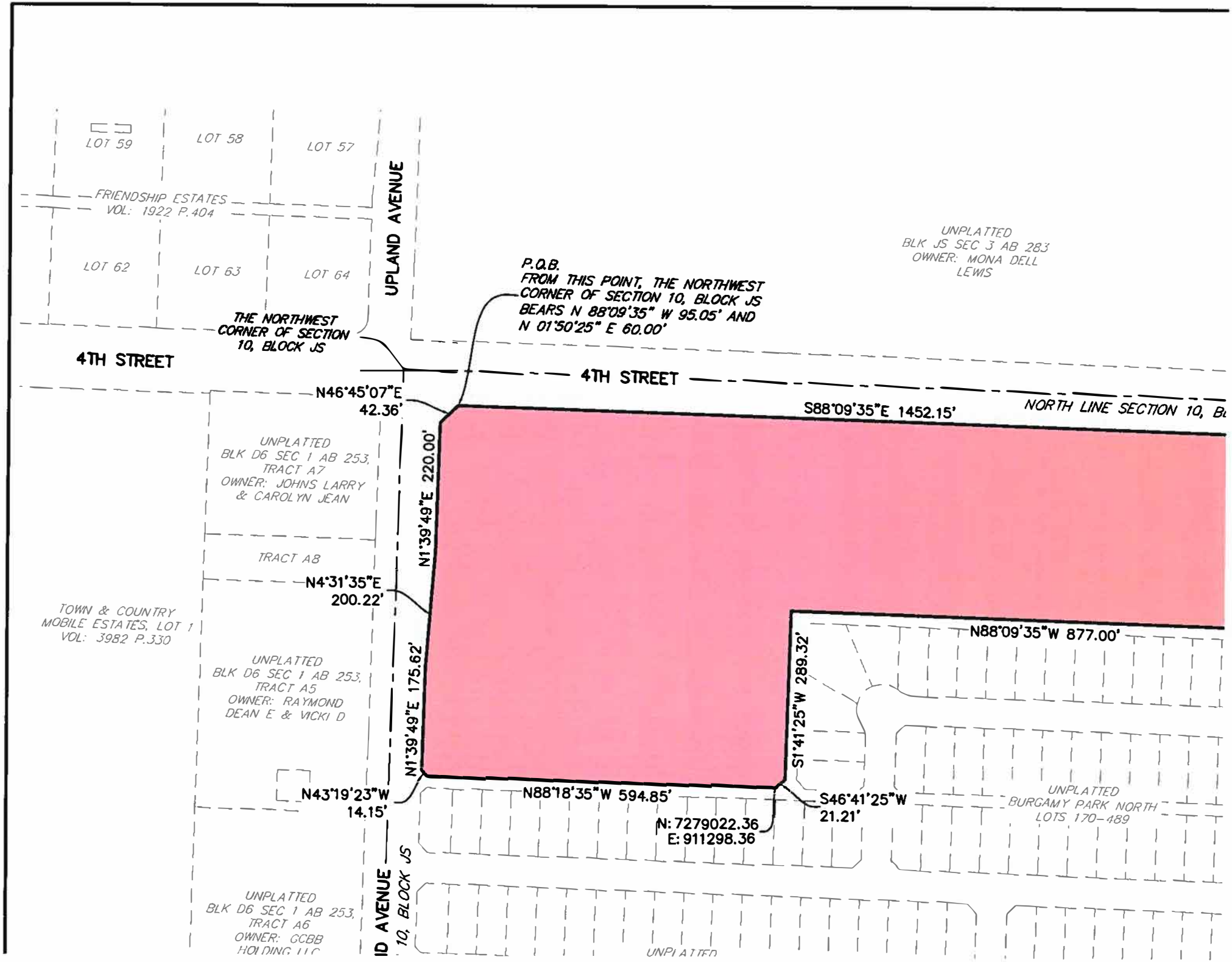
THENCE N 04° 31' 35" E an approximate distance of 200.22 feet;

THENCE N 01° 39' 49" E an approximate distance of 220.00 feet;

THENCE N 46° 45' 07" E an approximate distance of 42.36 feet to the Point of Beginning and containing approximately 15.65 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: 806 LAND GROUP, LLC
July 20, 2022


LOT 59
LOT 58
LOT 57
FRIENDSHIP ESTATES
VOL: 1922 P.404
LOT 62
LOT 63
LOT 64
UPLAND AVENUE
UNPLATTED
BLK JS SEC 3 AB 283
OWNER: MONA DELL
LEWIS
P.O.B.
FROM THIS POINT, THE NORTHWEST
CORNER OF SECTION 10, BLOCK JS
BEARS N 88°09'35" W 95.05' AND
N 01°50'25" E 60.00'
THE NORTHWEST
CORNER OF SECTION
10, BLOCK JS
4TH STREET
4TH STREET
N46°45'07"E
42.36'
S88°09'35"E 1452.15'
NORTH LINE SECTION 10, BL
UNPLATTED
BLK D6 SEC 1 AB 253,
TRACT A7
OWNER: JOHNS LARRY
& CAROLYN JEAN
N1°39'49"E 220.00'
TRACT A8
N4°31'35"E
200.22'
TOWN & COUNTRY
MOBILE ESTATES, LOT 1
VOL: 3982 P.330
UNPLATTED
BLK D6 SEC 1 AB 253,
TRACT A5
OWNER: RAYMOND
DEAN E & VICKI D
N1°39'49"E 175.62'
N88°09'35"W 877.00'
S1°41'25"W 289.32'
N43°19'23"W
14.15'
N88°18'35"W 594.85'
S46°41'25"W
21.21'
N: 7279022.36
E: 911298.36
UNPLATTED
BURGAMY PARK NORTH
LOTS 170-489
ID AVENUE
10, BLOCK JS
UNPLATTED
BLK D6 SEC 1 AB 253,
TRACT A6
OWNER: GCBB
HOLDING LLC
UNPLATTED

Planning Department
City of Lubbock

Staff Report	Zone Case 2538-DD
City Council Meeting	September 27, 2022

Applicant AMD Engineering, LLC

Property Owner 806 Land Group, LLC

Council District 6

Recommendations
- Staff recommends approval of this request.

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).
- November 16, 2021, Zone Case 2538- W, Ordinance No. 2021-00156: This property was rezoned from R-1 to Two-Family District (R-2).
- September 1, 2022: The Planning and Zoning Commission recommended approval for a zone change from Single-Family District (R-1) and Two-Family District (R-2) to General Retail District (C-3) by a vote of 7-0-1.

Notification Summary
- Notifications Sent: 9
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History
The property is currently vacant and consists of 15.65 acres of unplatted land out Block JS, Section 10.

Adjacent Property Development
This property is surrounded by vacant land zoned Single-Family District (R-1) to the north, east, and west. There is vacant land to the south zoned Two-Family District (R-2).

Item Summary
The subject property is generally located south of 4th street and east of Upland Avenue. The applicant is requesting a zone change from Single-Family District (R-1) and Two-Family District (R-2) to General Retail District (C-3).

Current zoning: **Single-Family District (R-1), Two-Family District (R-2)**

Requested zoning: **General Retail District (C-3)**

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 R-2 zoning is "… to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."
The intent of the proposed C-3 zoning is "… to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

Traffic Network/Infrastructure Impacts
The location is south of 4th street and east of Upland 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 zone change is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Map designates this area for Commercial Use and Residential Low Density. C-3 would be partially compatible with this designation. Due to the location being at the intersection of two Principal Arterials, C-3 would be an appropriate zoning for the property.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located on the corner of two Principal Arterial streets, which is an appropriate location for C-3.

Suitability of Property for Allowed Uses
The property is suitable for commercial use. Additional infrastructure improvements will be necessary, as the property has not been platted.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Notification Replies

Staff Contacts

Gregory Hernandez
Planner
Planning Department
806-775-3147
ghernandez@mylubbock.us

Victor Escamilla
Planning and Zoning Manager
Planning Department
806-775-2109
VEscamilla@mylubbock.us

Case Information: Zone Case 2538-DD

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has point of access from 120th street, 122nd street, and Iola Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
4th street, *Principal Arterial (Modified), Not Completed*	R.O.W. 100 feet, four-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Upland avenue, *Collector Street, Not Completed*	R.O.W 80 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

District 6

5.14 **Zone Case 2538-DD:** AMD Engineering, LLC for 806 Land Group, LLC request a zone change from Single-Family District (R-1) and Two Family District (R-2) to General Retail District (C-3) at:

- Generally located south of 4th street and east of Upland Avenue, on 15.65 acres of unplatted land out of Block JS, Section 10.

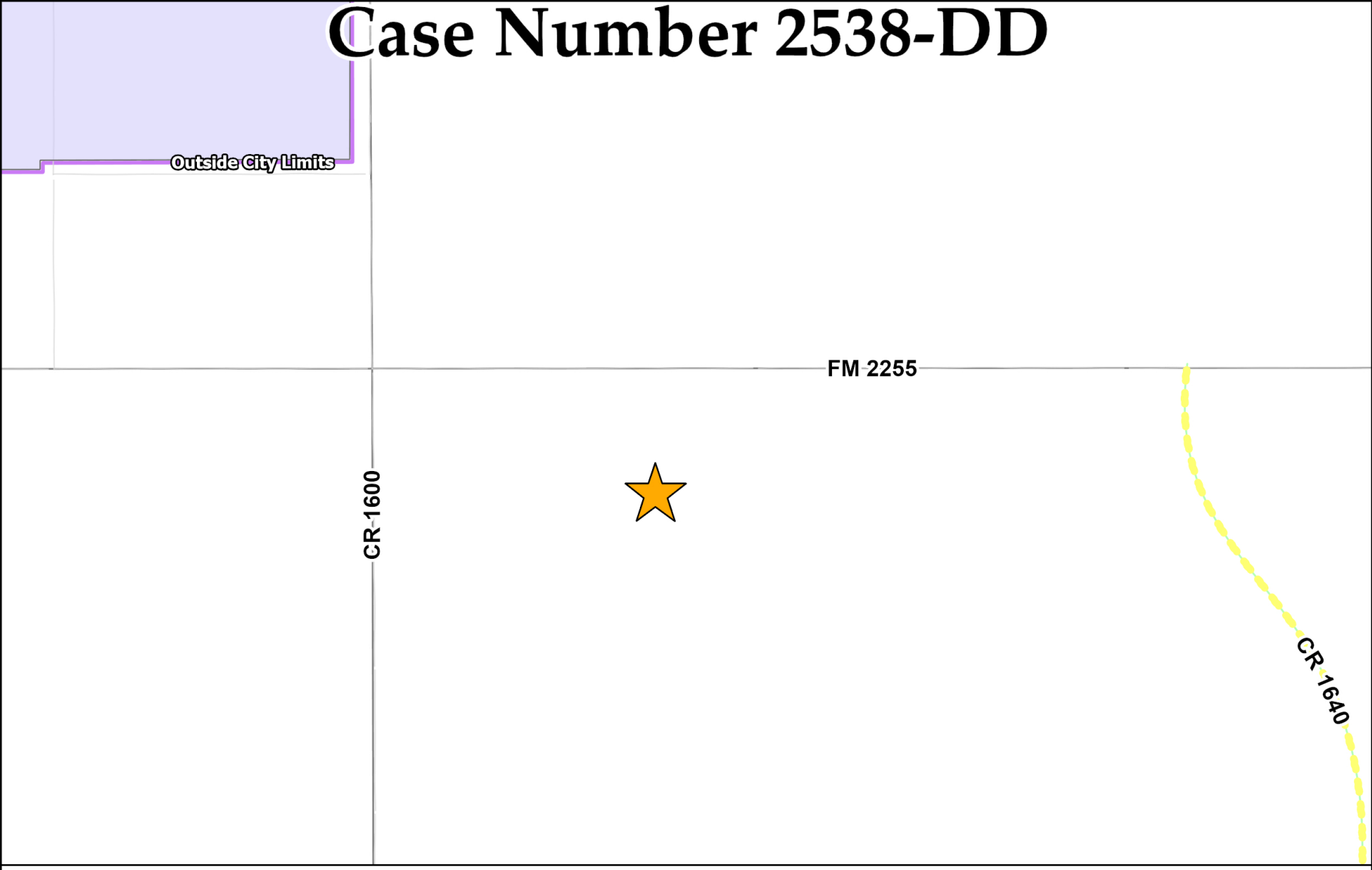
PLANNER GREG HERNANDEZ stated there were nine (9) notifications sent out and one (1) returned in favor. Staff shared the location of the property including pictures and maps, discussing the surrounding properties. Staff recommends approval of the request.

APPLICANT CORY DULIN 6515 68th Street AMD Engineering stated he had nothing to add and was available for questions.

In the matter of **Zone Case 2538-DD**, a motion was made by **JAMES BELL** and seconded by **BRANDON HARDAWAY** to approve the request and the Commission members voted 7 (in favor) to 0 (in opposition) with 1 (recusal) to approve the motion. Item will be forwarded to City Council for consideration.

JORDAN WHEATLEY recused from the case.

Case Number 2538-DD



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: August 2022

PZC Mailout Notifications Received

N

Legend

- LocatorPnt2538_DD
- MailoutBuffer2538_DD
- <all other values>

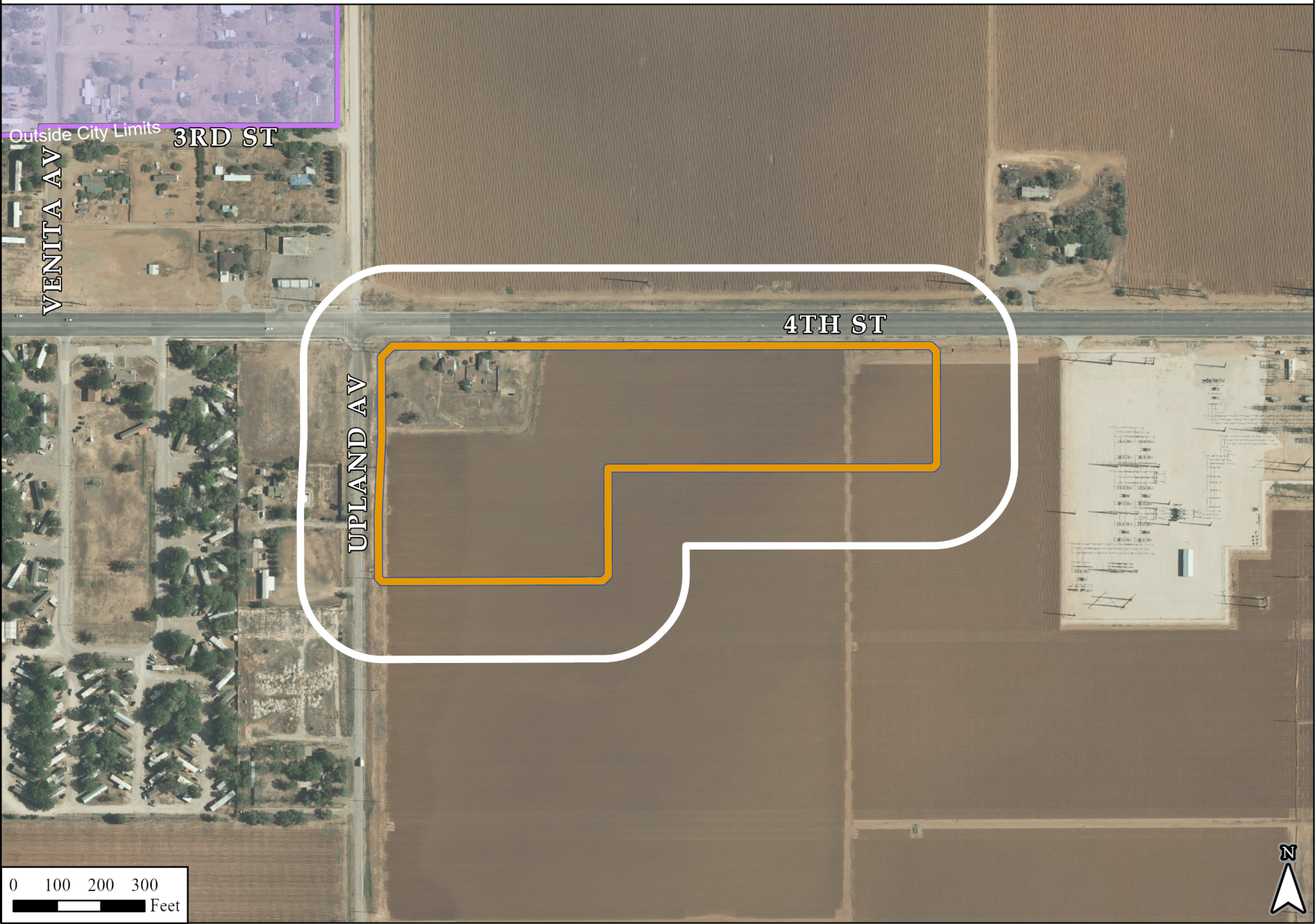
Notification Result

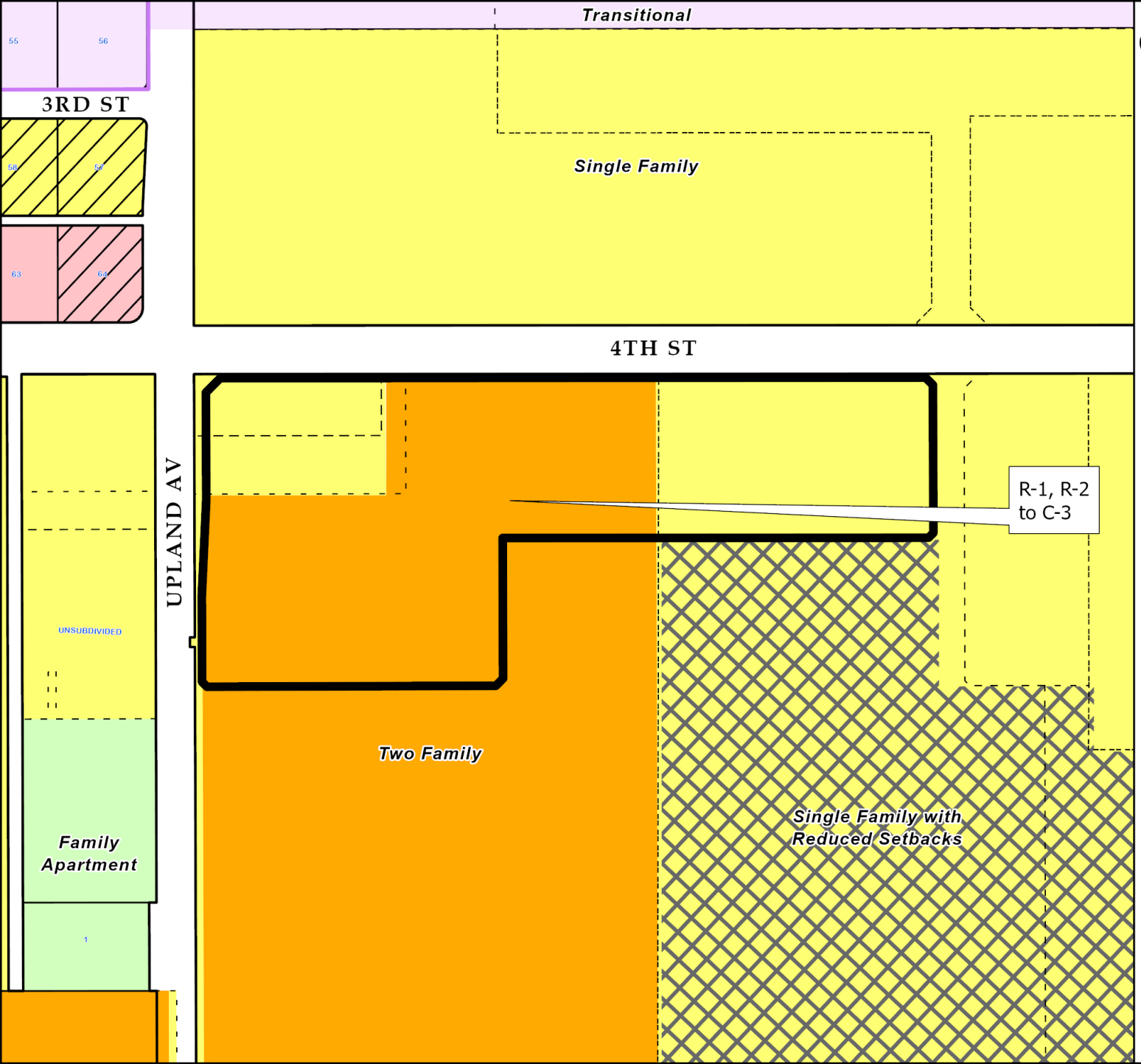
- In Favor
- No Feedback
- Opposed
- LCAD.DBO.TaxParcel

0 750 1,500 3,000 Feet

Created by Planning Department
Date: 8/24/2022

Case Number 2538-DD





Current Zoning
2538-DD
Zoning Districts

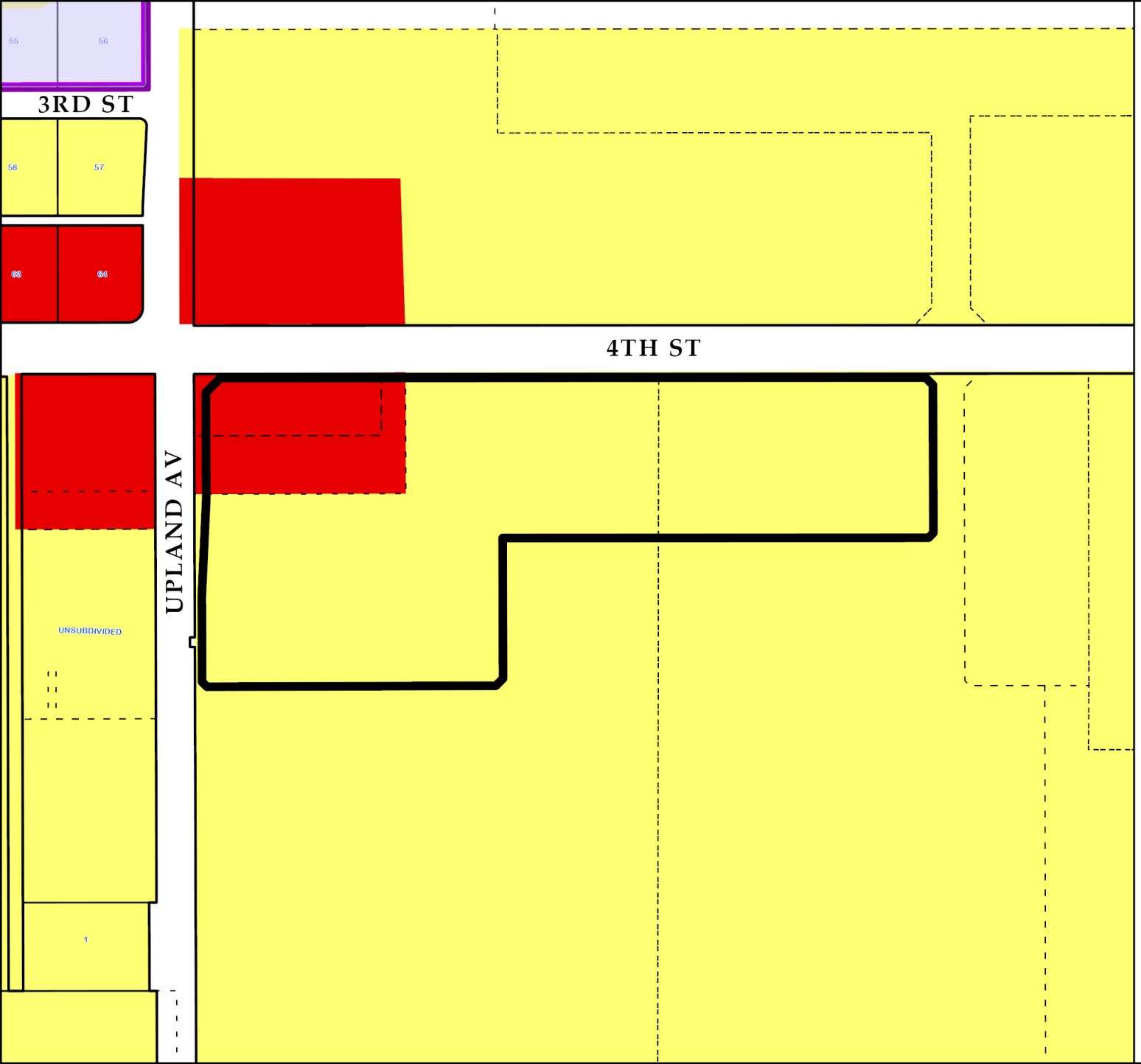
- Family Apartment
- Local Retail
- Local Retail Specific Use
- Single Family
- Single Family Specific Use
- Single Family with Reducded Setbacks
- Two Family
- Transitional

N

0 100 200 300
Feet

City of Lubbock TEXAS

Date Exported: August 2022



Future Land Use Plan
Case 2538-DD

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

N

0 100 200 300 Feet

City of Lubbock TEXAS

Date Exported: August 2022

2538-DD



Subject property. View to the east.



View to the north



View to the east.



View to the west.

DocuSign Envelope ID: F87561E2-244A-49B1-BC85-B5C72D066C73

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SE Corner of Upland Ave and 4th Street

Lots/Tracts: Not Currently Platted

Survey & Abstract: Section 10, Block JS

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 15.65

Existing Land Use: _____ Existing Zoning: R-2

Requested Zoning: C-3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Will Stephens

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wstephens@amdeng.com

Applicant's Signature: _____

Date: 07/20/2022 Printed Name: Will Stephens

Owner Information

Firm Name: 806 Land Group, LLC

Owner: Jordan Wheatley

Address: 3913 114th St., Ste. #7 City: Lubbock State: TX

ZIP Code: 79423 Telephone: 806-781-7928 Email: jordan@jwlubbock.com

Property Owner's Signature: DocuSigned by: Jordan Wheatley 0AB4385CA180453...

Date: 7/21/2022 Printed Name: Jordan Wheatley

Preparer Information

Preparer's Signature: _____

Date: 07/20/2022 Printed Name: Will Stephens

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

8/22

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

EMAIL PLEASE

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2538-DD***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JORDAN WHEATLEY

Signature: [signature]

Address: 3913 114th ST, SUITE #7

Address of Property Owned: ____

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Zone Case Number: **2538-DD** R342975 Recipient 4 of 9

806 LAND GROUP LLC
3913 114TH ST
STE 7

LUBBOCK TX 79423-2277

AI# 10972
Regular City Council Meeting 6. 12.
09/27/2022:

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 2): Consider Ordinance No. 2022-O0140, for a request for annexation, from Lone Oak Homes, LC, a Texas Limited Company, to annex an area of approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and west of Martin Luther King Jr. Boulevard.

Item Summary

On August 9, 2022, the City Council approved a resolution adopting the Municipal Service Plan, which was agreed upon by the City of Lubbock and the property owners.

The next step in the voluntary annexation process is to hold a public hearing. Following the public hearing, the City Council may consider an ordinance annexing approximately 144 acres, adjacent to the eastern city limits of the City of Lubbock, south of East 82nd Street and West of Martin Luther King Jr. Boulevard.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Kristen Sager, Director of Planning

Attachments

Annexation Ordinance - 82nd and MLK
Annexation Map - 82nd and MLK
Annexation Agreement - 82nd and MLK
Annexation Documents - 82nd and MLK
Metes and Bounds - 82nd and MLK

ORDINANCE NO. _____

AN ORDINANCE: ANNEXING INTO THE CITY OF LUBBOCK, TEXAS OF AN AREA GENERALLY DESCRIBED AS APPROXIMATELY 144 ACRES IN THE CITY OF LUBBOCK'S EXTRATERRITORIAL JURISDICTION, LUBBOCK COUNTY, TEXAS, WITH SUCH AREA BEING CONTIGUOUS TO THE EXISTING CITY LIMITS; PROVIDING FOR THE CORRECTION OF THE CITY MAP TO INCLUDE THE AREA ANNEXED THROUGH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock (the "City Council"), received from the property owner (the "Petitioner") of an area of land generally described as approximately 144 acres in the City of Lubbock's extraterritorial jurisdiction, Lubbock County, Texas contiguous to the city limits (the "Area"), a written petition requesting the annexation of the Area into the boundaries of the City of Lubbock; and

WHEREAS, in accordance with Sec. 43.0672 of the Texas Local Government Code, the City Council entered into an Annexation Agreement (the "Agreement"), by and between the City of Lubbock and the Petitioner at the City Council's regularly scheduled meeting on August 9, 2022, with a copy of the Agreement being attached to and incorporated herein as "Exhibit A"; and

WHEREAS, the City Council directed that the annexation of the Area contemplated in the Agreement be effectuated through this Ordinance; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock through this Ordinance; **NOW THEREFORE,**

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

SECTION 1. THAT the Area is hereby annexed into, and included within, the corporate limits of the City of Lubbock, Texas. Such Area is depicted and described in the attached "Exhibit B," and is incorporated herein for all intents and purposes. Such Area is contiguous to the existing corporate limits of the City of Lubbock, Texas.

SECTON 2. THAT the City Council hereby declares it to be its purpose to annex into the City of Lubbock every part of the Area. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed into the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 3. THAT the City Engineer, or his designee, is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official

map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT upon the effective date of this Ordinance, any current or future inhabitant of the Area shall be entitled to the rights and privileges of other citizens of the City of Lubbock, Texas and shall be bound by the acts and ordinances adopted by the City of Lubbock, Texas.

SECTION 5. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

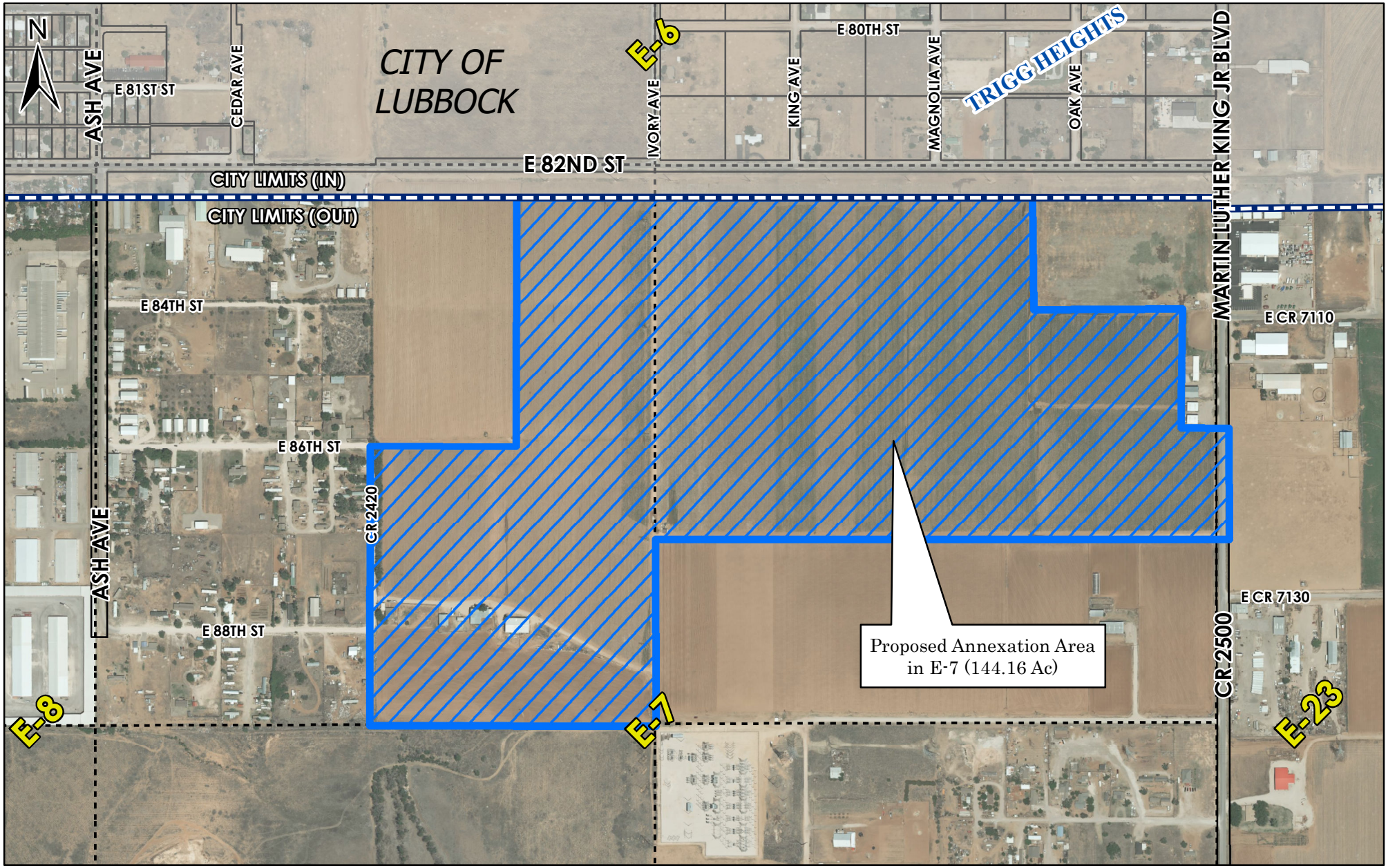
_____
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Ord. Annexation – Lone Oak Homes Petition Annexation
8.25.22

Proposed Annexation Area (144.16 Ac) Located in Section 7, Block E, Lubbock County



Digital Orthophotography - May 2021

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

0 500 1000 1500 2000 2500

Feet

City of Lubbock TEXAS

Resolution No. 2022-R0343
Item No. 7.2
August 9, 2022

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 Annexation Agreement, by and between the City of Lubbock and Lone Oak Homes, LC, 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 August 9, 2022

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.AnnexationAgreement_Lone Oak Homes
7.25.22

MUNICIPAL SERVICES AGREEMENT

BETWEEN THE CITY OF LUBBOCK, TEXAS

AND LONE OAK HOMES, LC, A TEXAS LIMITED COMPANY

This Municipal Services Agreement ("Agreement") is entered into on 22nd day of July, 2022 by and between the City of Lubbock, Texas, a home-rule municipality of the State of Texas, ("City") and Lone Oak Homes, LC, a Texas limited company ("Owner"), collectively referred to as ("Parties").

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Local Government Code ("LGC") permits the City to annex an area when each owner of land in an area requests the annexation;

WHEREAS, the Owner owns a certain parcel of land situated in Lubbock, Texas which consists of approximately 144 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached to and incorporated herein ("Property");

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property;

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, and said petition for annexation is set forth as Exhibit "B" attached to and incorporated herein ("Petition");

WHEREAS, the City and the Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the Lubbock City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, the City and the Owner agree as follows:

1. **PROPERTY**. This Agreement is only applicable to the Property, which is the subject of the annexation.

2. **INTENT**. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with the service plan below and state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES**.

A. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with the applicable city ordinances, rules, regulations, and policies.

i. Fire Services

a. *Existing Services*: None

b. *Services to be Provided:* Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.10, located at 4810 Martin Luther King Blvd., Station No. 14, located at 2402 96th Street, and Station 8, located at 2120 50th Street. Station No. 10 is approximately 2.4 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 14 is approximately 3.4 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station No. 8 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Fire suppression activities can be afforded to the annexed area with an acceptable response time within current appropriation. Fire Prevention activities will be provided by the Fire Marshal's office as needed. This annexation will require the addition of 1 (one) Outdoor Warning System siren.

ii. First Responder Emergency Medical Services

a. *Existing Services*: None

b. *Services to be Provided*: Lubbock Fire Rescue is a Basic Life Support (BLS) First Responder Organization. BLS First Responder emergency medical response will be provided by Fire Station No.10, located at 4810 Martin Luther King Blvd., Station No. 14, located at 2402 96th Street, and Station 8, located at 2120 50th Street. Station No. 10 is approximately 2.4 miles from the proposed annexation with an approximate response time of 3 to 4 minutes. Station 14 is approximately 3.4 miles from the proposed

annexation with an approximate response time of 5 to 6 minutes. Station No. 8 is approximately 3.8 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Emergency medical transport is provided by the Lubbock County Hospital District.

iii. Police Services

a. *Existing Services*: None

b. *Services to be Provided*: The Police Department's responsibility for responding to emergency and non-emergency law enforcement calls for service and to provide law enforcement patrol coverage in an effort to prevent, reduce, mitigate and solve crimes will extend to this area on the effective date of annexation. These services can be provided within the department's current budget.

iv. Building Safety Services

a. *Existing Services*: None

b. *Services to be Provided*: The Building Safety Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical, and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable laws and codes that regulate building construction within the City of Lubbock. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

v. Planning and Zoning Services

a. *Existing Services*: Subdivisions of land within the five-mile extraterritorial jurisdiction (ETJ) of the city are required to have a plat of the subdivision prepared in accordance with the City of Lubbock subdivision regulations. Currently, plats and subdivisions in the ETJ are approved by the Planning and Zoning Commission, as well as the County Commissioner's Court, as may be dictated by applicable state statutes and City ordinances. Similarly, signs and billboards are regulated within the ETJ pursuant to the City's sign ordinance, as authorized by State law. No other Planning department services are authorized or offered outside of the City limits, including zoning.

b.*Services to be Provided*: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The annexed areas will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

vi. GIS and Data Services

a.*Existing Services*: None

b.*Services to be Provided*: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Planning for transitional zoning. GIS will facilitate a meeting with Lubbock Emergency Communication District, Police and Fire for determination of updated information for 911 Dispatch. Updated GIS information that is public will also be reflected on the GIS mapping website for citizens.

vii. Publicly Owned Parks, Facilities, and Buildings

a.Existing Services: City of Lubbock Library's materials, services, and programs are currently available to anyone who lives in Lubbock County.

b.Services to be Provided: Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including community service facilities, libraries, swimming pools, etc.) and buildings throughout the City. Upon the effective date of annexation, staff will study areas to be included in future versions of the Parks Master Plan. Any addition of parkland will create additional expenses to the Parks and Recreation operating budget. The Library will continue to provide services to all of Lubbock County, including the area to be annexed. These services are provided within the department's current budget.

viii. Code Administration Services

a.*Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Code Administration department will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ix. Environmental Health Department Services

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock's Environmental Health Departments will implement the enforcement of local, state, and federal rules, regulations, and ordinances on the effective date of the annexation. Such services can be provided with current Environmental Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

x. Animal Services

a. *Existing Services*: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

b. *Services to be Provided*: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

xi. Street Services

a. *Existing Services:* City of Lubbock Public Works currently maintains any roads that are within the City of Lubbock City Limits adjacent to these plats.

b. *Services to be Provided:* Newly annexed areas adjacent to, or bordering, unpaved arterials will require a two-lane section of roadway to be built along with the development with interconnectivity to adjacent paved arterial streets. The pavement structure will require an appropriate pavement design meeting a minimum design standard for an arterial street. These roadways will be required to be built once any connection including streets or alleyways is made to the unpaved arterial road by the voluntary

annexation area. The developer will receive offsets from impact fees as the adjacent unpaved arterial roadway is built.

xii. Storm Water Management Services

a. *Existing Services*: City maintains jurisdiction of playa lakes within the ETJ. TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

b. *Services to be Provided*: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Development Engineering staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections). TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

xiii. Street Lighting

a. *Existing Services*: None

b. *Services to be Provided*: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

xiv. Traffic Engineering Services

a. *Existing Services*: None

b. *Services to be Provided*: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic

control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

xv. Water and Sanitary Sewer Services

a. *Existing Services*: None

b. *Services to be Provided*: Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City. Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

c. Both Water and Sewer will require a study in order to assure services to the voluntary annexation. Nearly all the voluntary annexation area is outside of our current Water and Sewer Models and Master Plan for potential Capital Projects.

d. Water will need to be looped appropriately to ensure appropriate fire flows as well as assuring no dead end water mains are left within the system once developed. The water loop will be required within three (3) years of installation of a dead end water main.

e. The annexation area will require a lift station in order to receive sewer services. The lift station shall be sized as to minimize the number of lift stations which will be turned over to the City of Lubbock. The Lift Station will service the entirety of the voluntary annexed area if feasibly possible.

xvi. Solid Waste Services

a. *Existing Services*: None

b. *Services to be Provided:* Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since there is potential residential growth within this area of annexation, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation area and exceeds route collection averages. The landfill will be able to handle this request.

The only impact would be that the City could anticipate landfilling additional solid waste tonnage and ultimately developing the next landfill cell sooner than currently projected. However, the developer may be asked to assist with infrastructure for residential waste collection, i.e. carts or dumpsters.

c. *Service Route:* Until such time as adjacent unpaved roadways are built all City Solid Waste services will be routed through and upon Paved Arterial Roadways only. Solid Waste will not route trucks down unpaved roadways to service alleyways in any case.

B. It is understood and agreed that the City is not required to provide a service that is not included in this agreement.

C. Owner understands and acknowledges that the City departments listed above may change name or be-reorganized by the City Manager. Any reference to a specific department also includes any subsequent department that will provide the same or similar services.

4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledge that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

5. **SEVERABILITY**. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

6. **INTERPRETATION**. The Parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that to each of them it was recommended to seek legal advice and each Party was given adequate opportunity to seek representation of legal counsel in the negotiation and drafting of this Agreement.

7. **GOVERNING LAW AND VENUE**. Venue shall be in the state courts located in Lubbock County, Texas and construed in conformity with the provisions of Texas Local Government Code Chapter 43.

8. **NO WAIVER**. The failure to either party to insist upon the performance of any term or provision of this Agreement or to exercise any right grated hereunder shall not constitute a

waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the term and conditions of this Agreement.

12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Properties and is binding on the Owner.

13. **CH. 43 DISCLOSURE IN COMPLIANCE WITH THE TEXAS LOCAL GOVERNMENT CODE SEC. 43.004**

A. The City discloses that the Landowner is not required to enter into this agreement, however if the Landowner desires to have their property annexed, the Texas Local Government Code Sec. 43.0672 requires a written agreement for the provision of municipal services;

B. The City may, in compliance with and under the authority of the Texas Local Government Code Subchapter C-3, annex the Landowner's property upon the Landowner's request;

C. The procedural mechanisms in order to annex the Landowners property shall be as follows:

1. The Landowner of the property must petition the City requesting the annexation of Landowner's property;

2. If the City desires to annex Landowner's property, a written agreement shall be made with each Landowner requesting property to be annexed and said agreement shall include:

a. All of the services the City will provide to the property once annexed; and

b. A schedule of any services the City will provide at a later time, if not at the time of annexation.

D. The above procedures shall require the consent and signature of the City and the Landowner; and

E. The City waives immunity from suit for the purpose of adjudicating a claim for breach of the agreement.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by all Parties.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

TRAY PAYNE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kristen Sager, Director of Planning

George Hardberger, Lone Oak Homes, LC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 22ND day of JULY, 2022, to certify which witness my hand and official seal.

[Seal]

DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

[Signature]

[Printed name] DIANA SMITH

Notary Public in and for the State of Texas

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Theresa Atiee, Lone Oak Homes, LC, Manager

Signature

SUBSCRIBED AND SWORN TO BEFORE ME on the day of 22nd day of July, 2022, to certify which witness my hand and official seal.

[Seal]

DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

[Signature]

[Printed name] DIANA SMITH

Notary Public in and for
the State of Texas

City of Lubbock TEXAS

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☑ Application provided by City of Lubbock completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☑ Annexation petition provided by City of Lubbock with notarized signature(s).
- ☑ Map of the subject property.
- ☑ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☑ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): LONE OAK HOMES, LC

Address: P.O. BOX 1219, LUBBOCK, TX 79408 (mail)

Address: 1602 TEXAS AVE, LUBBOCK, TX 79401

cell Telephone: (806) 548-1451 Email: ghardberger@gmail.com

office Telephone: (806) 745-2687 Email:

Acreage of property: 142.53 Number of lots and proposed use: eventual commercial and residential development

Check one:

- ☑ I will represent my application and petition before city staff and the City Council.
- ☐ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Lone Oak Homes, LC
By Gary Hardberger, Manager
Owner of record signature

Please note: The signature of owner authorizes the City of Lubbock staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.

City of Lubbock TEXAS

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to the Texas Local Government Code Section 43.016, and petition your Honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, falls within Lubbock County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Gary Hardbarger

Signed: Theresa Atiee

Signed: _____

THE STATE OF TEXAS

COUNTY OF Lubbock

BEFORE ME, the undersigned authority, on this day personally appeared Gary Hardbarger, _____, and Theresa Atiee, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 4th day of April, 2022.

NOTARY PUBLIC STATE OF TEXAS
DIANA SMITH
My Notary ID # 2097812
Expires April 26, 2024

Diana Smith

Notary Public in and for Lubbock County, Texas.

DEED 2012000935
4 PGS

GF#69406

Return to: Western Title Company

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

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

WARRANTY DEED WITH VENDOR'S LIEN

Date: January 10, 2012

Grantor: BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased

Grantee: LONE OAK HOMES, L.C

Grantee's Mailing Address:

P.O. Box 1219
Lubbock, Lubbock County, Texas 79408

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee and payable to the order of LONE STAR STATE BANK OF WEST TEXAS in the principal amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR STATE BANK OF WEST TEXAS and by a first-lien deed of trust of even date from Grantee to ALAN LACKEY, Trustee.

Property (including any improvements):

TRACT 1:
METES AND BOUNDS DESCRIPTION of a 150.97acre tract of land located in Section 7, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a pk nail with washer set for the Northeast corner of Section 7, Block E, Lubbock County, Texas, being the Northeast corner of this tract;

THENCE S. 00°05'31" E., along the East line of said Section 7, a distance of 1761.10 feet to a ½" iron rod found at the Northeast corner of a 53.32 acre tract of land described in Volume 7532, Page 268, Official Public Records of Lubbock County, Texas, and the most Easterly Southeast corner of this tract;

THENCE N. 89°56'31" W., along the North line of said 53.32 acre tract, a distance of 2639.80 feet to a ½" iron rod with cap found in the East line of the Northwest Quarter of said Section 7, at the Northwest corner of said 53.32 acre tract and a corner of this tract;

THENCE S. 00°06'31" E., along the East line of the Northwest Quarter of said Section 7 and the West line of said 53.32 acre tract, a distance of 605.00 feet to a ½" iron rod with cap set for the most Southerly Southwest corner of this tract;

THENCE N. 67°13'56" W., a distance of 860.35 feet to a ½" rod with cap set for a corner of this tract;

THENCE N. 89°55'53" W., a distance of 525.00 feet to a ½" rod with cap set in the East right-of-way line of County Road 24-A described in Volume 1498, Page 965, Deed Records of Lubbock County, Texas, for the most Westerly Southwest corner of this tract;

THENCE N.00°07'09" E., along said East right-of-way line, a distance of 709.67 feet to a ½" iron rod with cap found at the Southwest corner of a 8.62 acre tract as described in Volume 5848, Page 61, Real Property Records of Lubbock County, Texas for the most Westerly Northwest corner of this tract;

THENCE S.89°55'53" E., along the South line of said 8.62 acre tract, at 321.87 feet pass a point for the Southeast corner of said 8.62 acre tract and the Southwest corner of a 9.07 acre tract as described in Volume 5848, Page 63, Real Property Records of Lubbock County, Texas, continuing for a total distance of 659.05 feet to a ½" iron rod found at the Southeast corner of said 9.07 acre tract and a corner of this tract;

THENCE N.00°07'09" E., along the East line of said 9.07 acre tract, at 1271.87 feet pass a 5/8" iron rod with cap found in reference, continuing for a total distance of 1321.87 feet to a cotton spindle with washer found in the North line of Section 7, Block E, for the Northeast corner of said 9.07 acre tract and the Northwest corner of this tract;

THENCE S.89°55'30" E., along the North line of said Section 7 a distance of 650.56 feet to a cotton spindle found at the Northeast corner of the Northwest quarter of said Section 7, and a point of intersection;

THENCE S. 89°59'54" E., along the North line of said Section 7, a distance of 2640.31 feet to the POINT OF BEGINNING.

TRACT 2:

METES AND BOUNDS DESCRIPTION of a 15.36 acre tract of land located in the Northwest Quarter of Section 7, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a ½" iron rod with cap found at the Southeast corner of the Northwest Quarter of Section 7, Block E, Lubbock County, Texas;

THENCE N. 89°55'53" W., along the South line of the Northwest Quarter of said Section 7, a distance of 1320.10 feet to a ½" iron rod with cap found in the East right-of-way line of County Road 24-A as described in Volume 1498, Page 965, Deed Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N.00°07'09" E., along said East right-of-way line a distance of 607.00 feet to a ½" iron rod with cap set for the Northwest corner of this tract;

THENCE S.89°55'53" E., a distance of 525.00 feet to a ½" iron rod with cap set for the most Northerly Northeast corner of this tract;

THENCE S. 67°13'56" E., a distance of 860.35 feet to a ½" iron rod with cap set in the East line of the Northwest Quarter of said Section 7, for the most Easterly Northeast corner of this tract;

THENCE S. 00°06'31" E., along the East line of the Northwest Quarter of said Section 7, a distance of 275.00 feet to the POINT OF BEGINNING.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

LONE STAR STATE BANK OF WEST TEXAS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of LONE STAR STATE BANK OF WEST TEXAS and are transferred to LONE STAR STATE BANK OF WEST TEXAS without recourse against Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Betty Louise Williams

BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

Acknowledged before me, the undersigned notary on this 10 day of January, 2012, by BETTY LOUISE WILLIAMS, Trustee of THE URVAN DEAN WILLIAMS ESTATE TRUST, created under the Terms of THE LAST WILL & TESTAMENT OF URVAN DEAN WILLIAMS, Deceased.

NOTARY PUBLIC STATE OF TEXAS
ROBERT A. BRANDT
Notary Public, State of Texas
My Commission Expires 5-22-2012

Notary Public, State of Texas

MINUTES OF ANNUAL MEETING OF MEMBERS AND MANAGER OF LONE OAK HOMES, LLC

On the 7th of January, 2022 at 10:00 a.m., a called Meeting of the Members and Managers of Lone Oak Homes, LC was held at the offices of George Hardberger at 1602 Texas Avenue, Lubbock, Texas with the following persons present:

GEORGE HARDBERGER and THERESA ATIEE

George Hardberger, Chairman, called the meeting to order. Minutes from the previous meeting were read and unanimously approved. The Chairman gave a financial report. He reported that the crop was not very good. Yield on the MLK farm was well under 2.5 bales per acre, but prices are higher than last year and the quality of the crop was pretty good. Net income will be modest. The Hale County farm made a pretty good crop and the rent check was better than normal.

The Chairman reported that for the 2022 crop, the MLK farm will be rented to Raider Ag, LLC. Dustin Bell and Jason Thomas own Raider Ag and were recommended by Bernie Thiel. Lanny Marshall, the previous tenant, had not done well the two years he rented the farm and voluntarily gave it up.

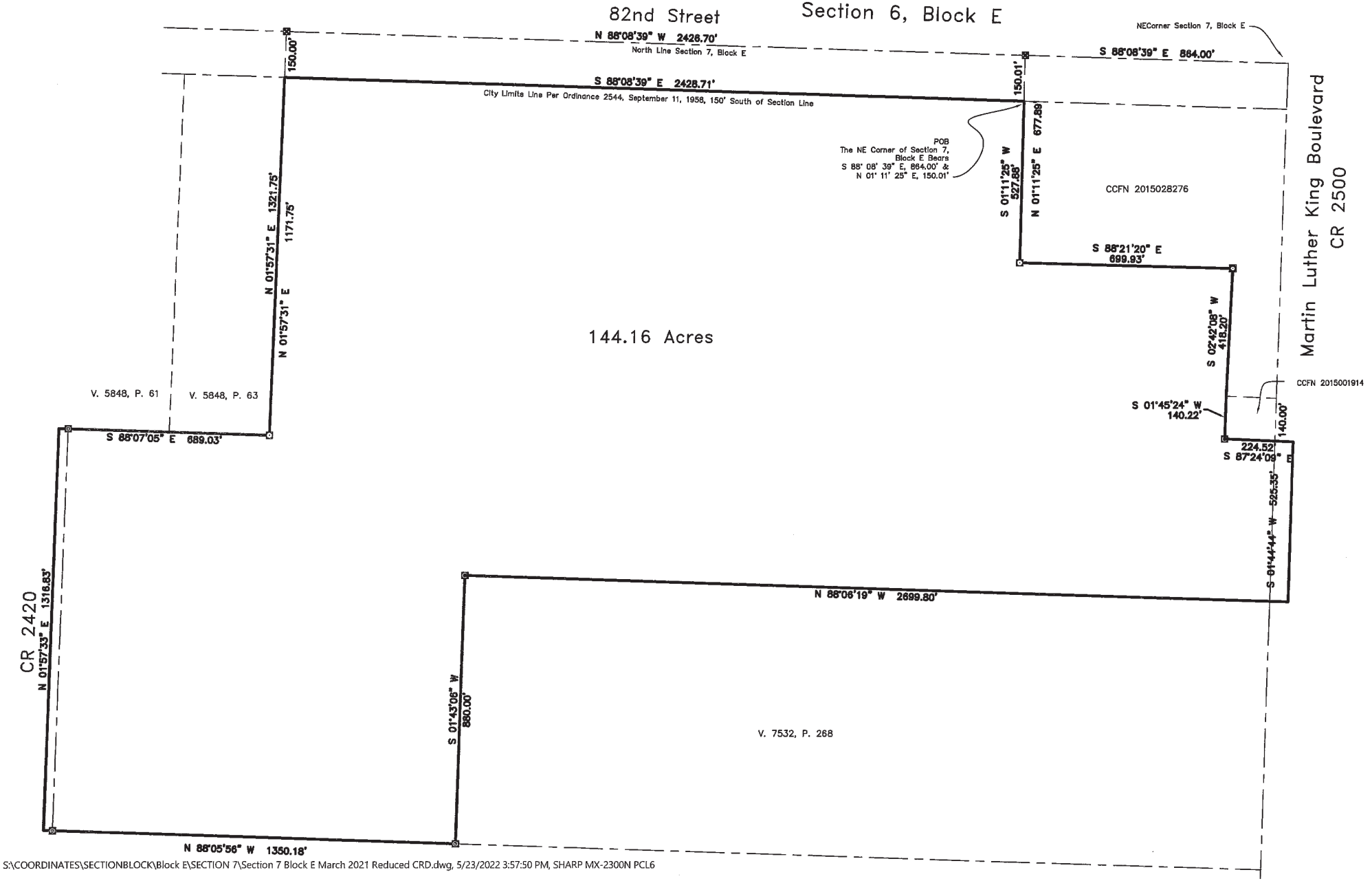
Chairman Hardberger stated that Lone Oak is applying to have the Lubbock farm annexed into the city. That will enable Lone Oak to get city utilities when the time comes for development, which is likely a few years away.

The membership, comprised of George Hardberger and Theresa Atiee, 50% each, unanimously elected George Hardberger as manager for the calendar year 2022.

There being no further business, the meeting was adjourned.

GEORGE HARDBERGER

THERESA ATIEE



S:\COORDINATES\SECTIONBLOCK\Block E\SECTION 7\Section 7 Block E March 2021 Reduced CRD.dwg, 5/23/2022 3:57:50 PM, SHARP MX-2300N PCL6

ABACUS ENGINEERING
SURVEYING
Texas Surveying No. 101153-00
Texas Engineering Firm No. 4368

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES for a 144.16 acre tract of land out of Section 7, Block E, G.C. & S.F. R.R. Co. Survey, Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point in the Lubbock City Limits as described in City of Lubbock Ordinance Number 2544, adopted September 11, 1958 and the West line of the 14.91 acre tract described in Lubbock County Clerk File Number (CCFN) 2015028276, for the most Northerly Northeast corner of this tract from which the Northeast corner of Section 7 bears N 01° 11' 25" E(Texas North Central Zone Bearing Basis), 150.01 feet and S 88° 08' 39" E, 864.00 feet;

THENCE S 01°11'25" W, with a Westerly line of the 14.91 acre tract, 527.88 feet to a found 1/2" iron rod for a corner of this tract;

THENCE S 88°21'20" E, with a Southerly line of the 14.91 acre tract, 699.93 feet to a found iron rod with orange cap for a corner of this tract.

THENCE S 02°42'08" W, 418.20 feet to the most Southerly Southwest corner of the 14.91 acre tract and a corner of this tract;

THENCE S 01°45'24" W, with the West line of the 0.53 acre tract described in CCFN 2015001914, a distance of 140.22 feet to a found iron rod with yellow cap for the Southwest corner of the 0.53 acre tract and a corner of this tract;

THENCE S 87°24'09" E, with the South line of the 0.53 acre tract, at 164.52 feet pass the East line of Section 7 and the West line of County Road 2500 (Martin Luther King Boulevard), in all 224.52 feet to a point in the East line of County Road 2500 for the most Easterly Northeast corner of this tract;

THENCE S 01°44'44" W, with the East line of County Road 2500(Martin Luther King Boulevard), 525.35 feet to the Southeast corner of this trac t;

THENCE N 88°06'19" W, at 60.00 feet pass the Northeast corner of the 53.327 acre tract described in Volume 7352, Page 268, Lubbock County Official Public Records (LCOPR), continuing, with the North line of the 53.327 acre tract, 2699.80 feet to a found iron rod with yellow cap for a corner of this tract;

THENCE S 01°43'06" W, with the West line of the 53.327 acre tract, 880.00 feet to a found iron rod with yellow cap for the Southwest corner of the Northeast Quarter (NE/4) of Section 7 and the most Southerly Southeast corner of this tract;

THENCE N 88°05'56" W, with the South line of the Northwest Quarter (NW/4) of Section 7, at a distance of 1320.18 feet pass a found iron rod with yellow cap, in all 1350.18 feet to the Southwest corner of this tract;

THENCE N 01°57'33" E, with the West line of County Road 2420, a distance of 1316.83 feet to the most Westerly Northwest corner of this tract;

THENCE S 88°07'05" E, at 30.00 feet pass a found iron rod with yellow cap, continuing along the South line of the two tracts described in Volume 5848, Pages 61 and 63, Lubbock County Real Property Records(LCRPR), 689.03 feet to a found 1/2" iron rod for a corner of this tract;

THENCE N 01°57'31" E, with the East line of the tract described in Volume 5848, Page 63, LCRPR, 1171.75 feet to a point in the Lubbock City Limits line as described in City of Lubbock Ordinance Number 2544, adopted September 11, 1958, for the most Northerly Northwest corner of this tract;

THENCE S 88°08'39" E, with the said City Limits line and being 150 feet South of a parallel with the North line of Section 7, Block E, 2428.71 feet to the PLACE of BEGINNING and containing 144.16 acres.

These Notes are based on a survey made on the ground February 22, 2022.
Jonathan M. Cieszinski, RPLS 4460
May 23, 2022



AI# 10864
Regular City Council Meeting
09/27/2022:

6. 13.

Information

Agenda Item

Ordinance 2nd Reading - Planning (District 3): Consider Ordinance No. 2022-O00116, for Zone Case 1615-N, a request of Home Depot, for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

Item Summary

On August 9, 2022, the City Council postponed the second reading of the ordinance to August 23, 2022. On July 26, 2022, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 7, 2022, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1615-N
Staff Report 1615-N
Documentation 1615-N

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. 1615-N; A ZONING CHANGE FROM C-4 SPECIFIC USE WITH ENCLOSED GARDEN CENTER TO C-4 ZONING DISTRICT AT 5801 WEST LOOP 289, LOCATED EAST OF WEST LOOP 289 AND SOUTH OF 58TH STREET, SOUTH PLAINS ADDITION, TRACT C, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 1615-N

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 Specific Use with Enclosed Garden Center** to **C-4** zoning district at **5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 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
Kristen Sager, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC1615-N
July 7, 2022

Planning Department
City of Lubbock

Staff Report	Zone Case 1615-N
City Council Meeting	July 26, 2022

Applicant The Home Depot

Property Owner The Home Depot

Council District 3

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 11, 1958, Ordinance No. 2535: This property was annexed into city limits.
- April 23, 1959, Zone Case 763, Ordinance No. 2760: This property was zoned Single-Family District (R-1).
- July 10, 1969, Zone Case 1615, Ordinance No. 5681: This property was rezoned from R-1 to Two-Family District (R-2).
- October 10, 1974, Zone Case 1615-D, Ordinance No. 6977, & 6979: This property was rezoned from R-2 to General Retail District (C-3) Specific Use for a Shopping Center and tied to a site plan.
- September 12, 1985, Zone Case 1615-G, Ordinance No. 8815: An amended site plan was adopted.
- May 9, 1996, Zone Case 1615-H, Ordinance No. 9898: This property was rezoned from C-3 Specific Use for a Shopping Center to Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions.
- July 7, 2022, Zone Case 1615-N: The Planning and Zoning Commission recommended approval of a zone change from C-4 Specific Use for a Home Improvement Store with Enclosed Garden Center and other conditions to C-4 by a vote of 7-0-0.

Notification Summary

- Notifications Sent: 7
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The property was platted in 1971 and the structure was built in 1996. The current Specific Use includes the following conditions:

1. That the outdoor display of portable buildings, plant material and garden and yard equipment shall be limited to the front sidewalk in a manner as to not effect pedestrian access or safety.
2. That 150 adjacent parking spaces to the South shall be used in conjunction with Home Depot.
3. That no product shall be stacked above exterior garden center chain link walls.

Adjacent Property Development

Properties to the east and south are zoned C-3 Specific Use for a Shopping Center and developed with parking lots, along with the South Plains Mall to the east. To the west across the Loop 289, is property zoned M-1 and developed with commercial uses. To the north is property zoned A-1 and C-2, developed with apartments and commercial properties.

Zoning Request and Analysis

Item Summary

The subject property is located at 5801 West Loop 289, east of West Loop 289 and south of 58th Street. The applicant is requesting a zone change to Commercial District C-4, in order to remove the existing Specific Use.

Current zoning: **Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center**

Requested zoning: **Commercial District C-4**

Intent Statements
The intent of the current and proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the current 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 West Loop 289 which is designated as a Freeway, and 58th Street which is a Collector. 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, for movement within residential, commercial and industrial areas.

Compatibility with Surrounding Property
The proposed zone change is 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 Commercial Uses. The proposed zone change to C-4 would be in complete conformance with the Future Land Use plan as well as the Comprehensive Plan Principles.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance. The property is located along a Freeway, which is an appropriate location for C-4 uses.

Suitability of Property for Allowed Uses
The property is suitable for commercial uses and additional infrastructure improvements would not be necessary.

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

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 1615-N

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from West Loop 289 and 58th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
West Loop 289, Freeway	R.O.W. 135 feet, 6 lane freeway, divided, paved.	R.O.W. 135 feet, 6 lane freeway, divided, paved.
58th Street, Collector	R.O.W. 60 feet, 2 lane undivided, paved.	R.O.W. 64 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

4.5 **District 3**

Case 1615-N: The Home Depot

Request for a zone change from Commercial District (C-4) Specific Use for a Home Improvement Store with Enclosed Garden Center to Commercial District (C-4), at:

- 5801 West Loop 289, located east of West Loop 289 and south of 58th Street, South Plains Addition, Tract C.

PLANNER SHANE SPENCER stated that there were seven (7) 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 the request.

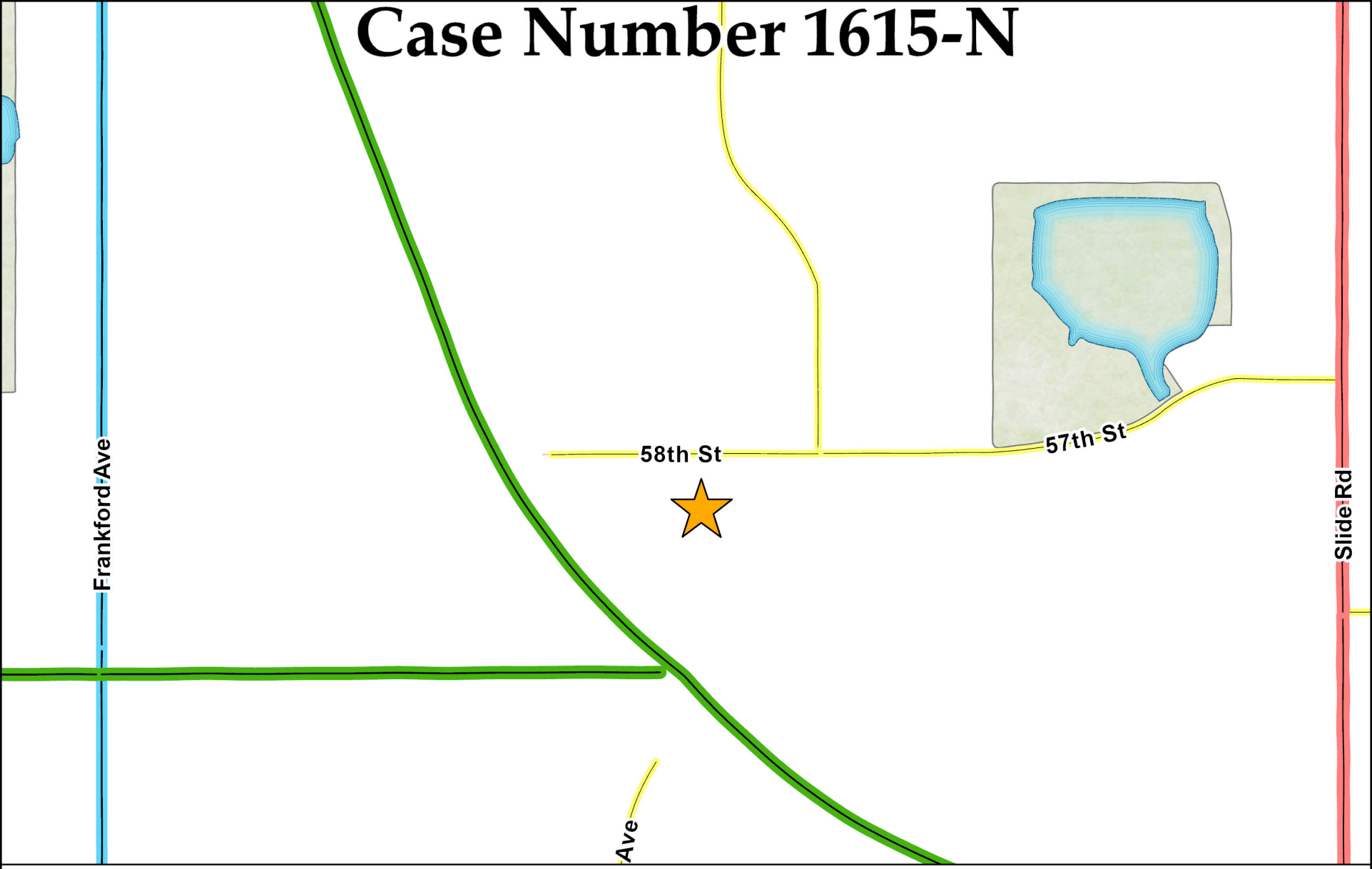
BOARD MEMBER JAMES BELL asked if the Home Depot was built today, if they would need a Specific Use. **MR. SPENCER** stated they would not need a Specific Use or conditions.

APPLICANT- was present, but did not want to comment.

No one spoke in opposition or in favor of the request.

In the matter of **Zone Case 1615-N,** a motion was made by **SUSAN TOMLINSON** and seconded by **JORDAN WHEATLEY** 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 1615-N



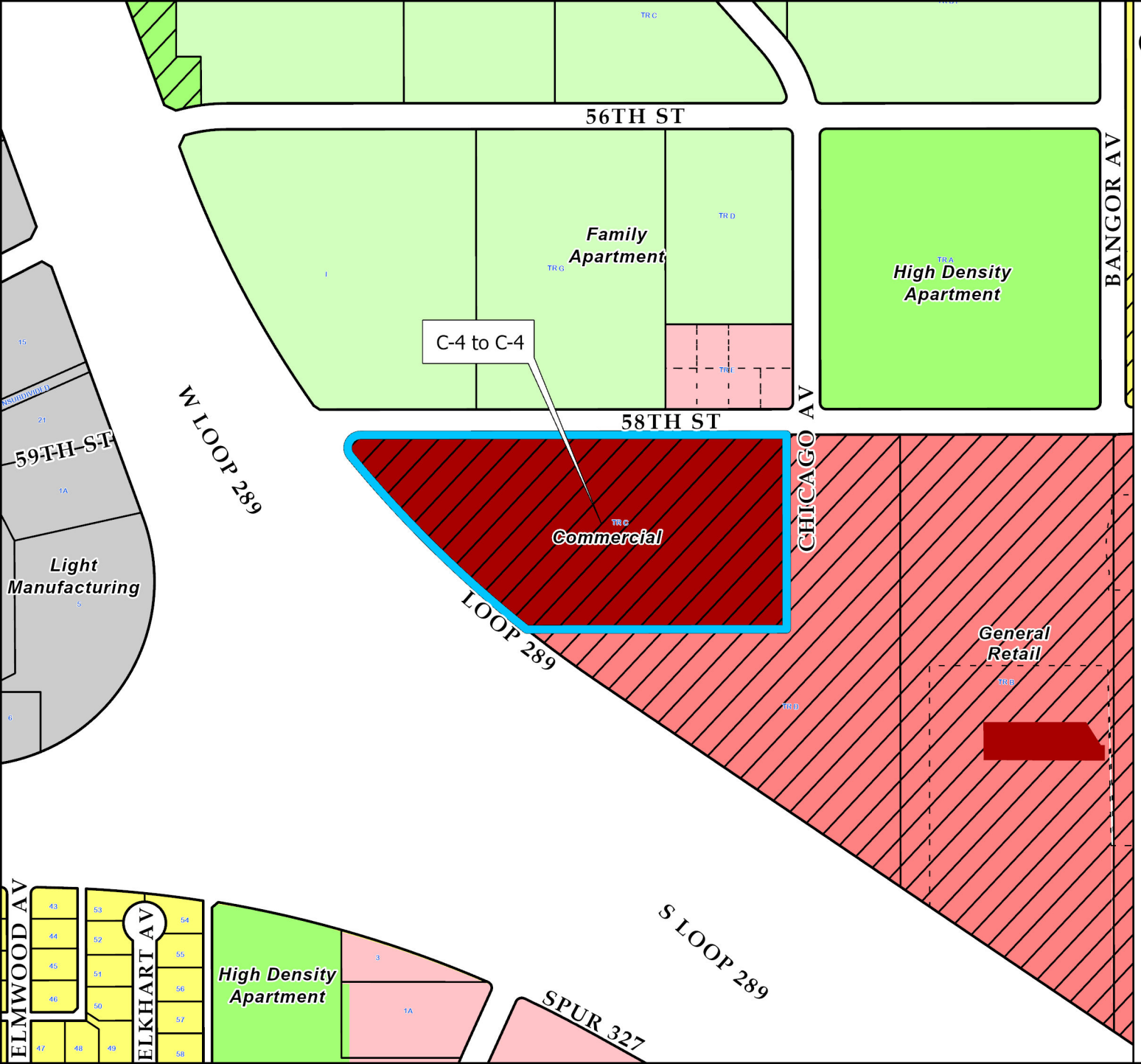
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: June 2022

Case Number 1615-N





Current Zoning

1615-N

Zoning Districts

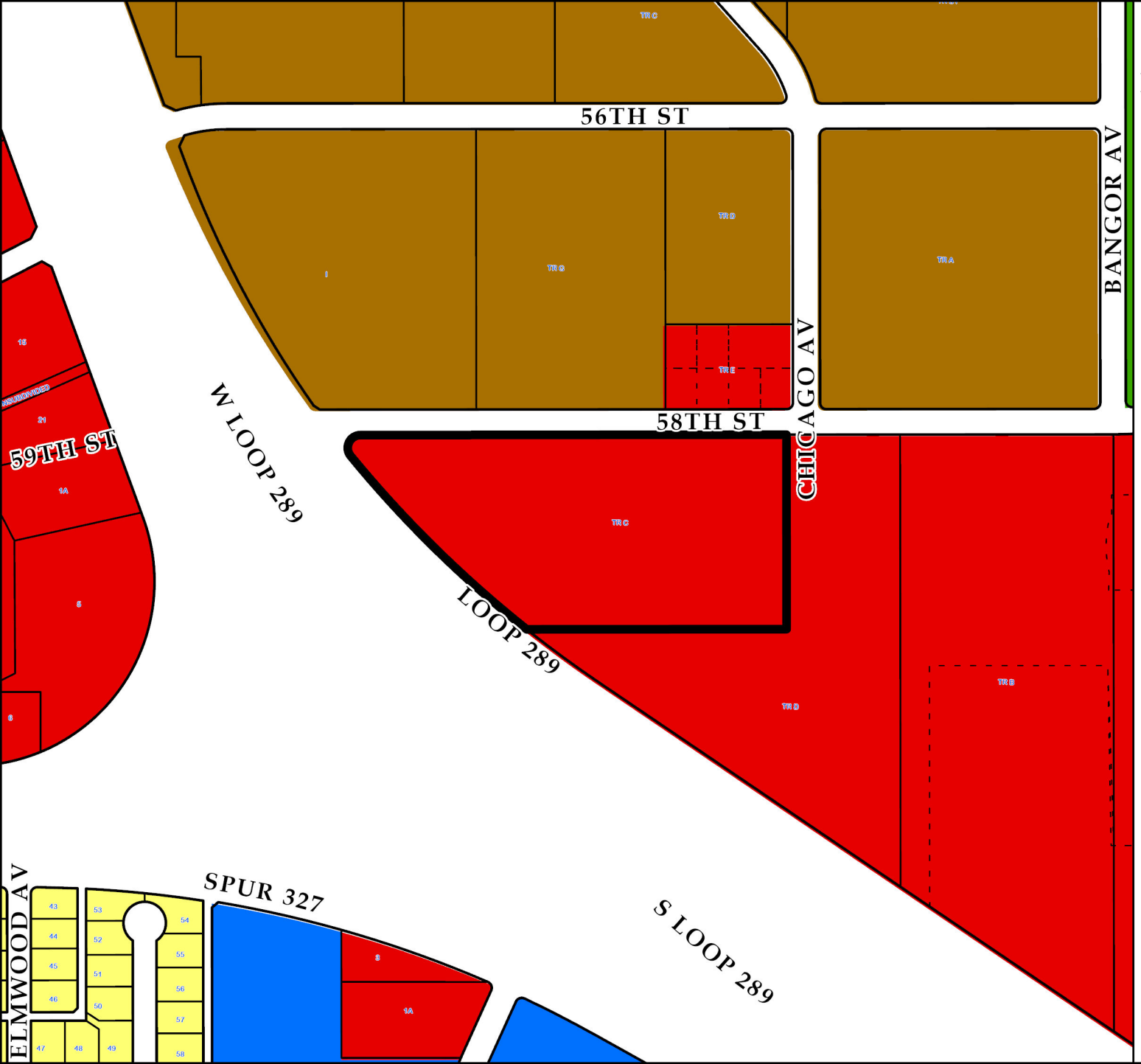
- Family Apartment
- High Density Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail Specific Use
- Commercial
- Commercial Specific Use
- Light Manufacturing
- Single Family
- Single Family Specific Use

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022



Future Land Use Plan
Case 1615-N

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

N

0 200 400 Feet

City of Lubbock TEXAS

Date Exported: June 2022

1615-N



View to the north. Subject Property.



View to the east.



View to the south.



View to the west.

1615-N

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 5801 W Loop 289, Lubbock TX 79414

Lots/Tracts:

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request:

Existing Land Use: Existing Zoning:

Requested Zoning: C-4

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: The Home Depot

Name: Lisa Boyd

Address: 5801 W City: Lubbock State: TX

ZIP Code: 79414 Telephone: 806.765-1484 Email: lisa-boyd@homedepot.com

Applicant's Signature: LBond

Date: 5/24/22 Printed Name: Lisa Boyd

Owner Information

Firm Name: The Home Depot

Owner: The Home Depot

Address: 2455 Paces Ferry Road NW City: State:

ZIP Code: 30339 Telephone: 770-433-8211 Email: SSC.Phone/Extension_Search

Property Owner's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

Preparer Information

Preparer's Signature: LBond

Date: 5/23/22 Printed Name: Lisa Boyd

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

Resolution - Right of Way: Consider a resolution authorizing Condemnation of Property by Eminent Domain; Determining the Public Necessity for the Project; Authorizing the Acquisition of Real Property Interests by Easement or in Fee Simple; and Authorizing All Other Acts to Complete Condemnation Proceedings, said properties being a 0.690 acre parcel and a 0.440 acre parcel, both located in Section 30, Block AK, Lubbock County, Texas, being portions of a 5.14 acre tract described in vol. 8542, pg. 37 in the Official Public Records, Lubbock County, Texas.

Item Summary

The City of Lubbock has initiated the Upland Avenue thoroughfare widening and drainage project which expands Upland Avenue to a 5-lane roadway section from 66th Street to 114th Street. The project includes drainage improvements along the Upland Avenue corridor, as well as along the 66th Street corridor. The City's consultant team has been working diligently to acquire all the needed rights-of-way and easements along the corridor, in accordance with the state mandated process, since the project will be partially funded by the Metropolitan Planning Organization (MPO), or State of Texas funds.

However, a portion of the needed right-of-way on the northernmost end of the project, has not been able to be acquired with all the other available mechanisms. These mechanisms included numerous conversations and attempts at negotiations that included formal initial and final offer letters. In addition, the landowner was presented a Possession and Use Agreement that would allow the project to continue, while still determining the final payment that would be tendered to the landowner. None of these efforts have resulted in the needed right-of-way dedication.

The property described will encumber a total of 1.13 acres of real property, owned by Brandon Sanderson and located in Section 30, Block AK, Lubbock, County, Texas, otherwise known as the southeast corner of 66th Street and Upland Avenue. These parcels are more specifically identified as Parcel 115, which includes 0.690 acres to be acquired; and Parcel 115-A, which includes 0.440 acres to be acquired. The rights-of-way and easements requested are necessary for the improvements along Upland Avenue and 66th Street.

The only remaining process, in order to finalize the design and continue with the construction of Upland Avenue and 66th Street, would involve the initiation of eminent domain proceedings in order to acquire the necessary right-of-way to build the roadway.

Fiscal Impact

The fiscal impact of eminent domain proceedings is unknown. The appraised value of the Property Interest that will be subject to Right-of-Way, an easement and damages, if any, is $329,612.00. Notwithstanding the appraised value, the compensation due the owner of the Property Interest will be determined in accordance with Chapter 21 of the Texas Property Code.

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

---

Attachments

Resolution
Exhibit A
Exhibit B

RESOLUTION

Authorizing Condemnation of Property by Eminent Domain; Determining the Public Necessity for the Project; Authorizing the Acquisition of Real Property Interests by Easement or in Fee Simple; And Authorizing All Other Acts To Complete Condemnation Proceedings

WHEREAS, the City of Lubbock, Texas (the "City") has initiated the Upland Avenue widening and drainage project ("Project"), which will require, among other real property interests, the Property Interest, as defined below;

WHEREAS, the Project consists of:

(1) widening Upland Avenue, a public thoroughfare, from 98th Street, in the south, to 66th Street, in the north, and will include improving drainage along the route, and will necessitate the relocation of public utility facilities which are adjacent to Upland Avenue, and

(2) widening 66th Street, a public thoroughfare, from Upland Avenue, in the west, to the Marsha Sharp Freeway, in the east, and will include improving drainage along the route, and will necessitate the relocation of public utility facilities which are adjacent to 66th Street, and

(3) reconfiguring and improving the intersection at Upland Avenue and 66th Street;

WHEREAS, the construction and operation of the Project constitutes a valid public purpose for, and public use of, the property to be condemned by the City and its citizens;

WHEREAS, the Project will require the acquisition of additional right-of-way from property owners along the route, including a Property Interest owned by Brandon Sanderson at or near the intersection of Upland Avenue and 66th Street, as more specifically described herein;

WHEREAS, the City made a 1st Initial Offer (the 1st Initial Offer) in writing to Brandon Sanderson, the owner of the Property Interest (the "Owner") on or about April 4, 2021, based on an appraisal conducted for this Project by the Tommy Cantrell Appraisal Company;

WHEREAS, the 1st Initial Offer made by the City to the Owner of the Property Interest did not include a confidentiality provision and further informed the Owner of the Property Interest that such Owner had the right to (i) discuss any offer or agreement regarding the City's acquisition of the Property Interest with others; or (ii) keep the offer or agreement confidential, unless the offer or agreement would be subject to Chapter 552 of the Texas Government Code (the "Non Confidential Notice");

WHEREAS, the City made a 1st Final Offer (the 1st Final Offer) in writing to the Owner of the Property Interest in accordance with Chapter 21 of the Texas Property Code

on or about July 7, 2021, said date being after the thirtieth (30th) day after the date on which the City made the 1st Initial Offer to the Owner of the Property Interest;

WHEREAS, the 1st Final Offer made to the Owner of the Property Interest included (i) a copy of the written certified appraisal; (ii) copies of the Street and Public Use Dedication Deed and the Drainage Easement, being the instruments proposed to convey the Property Interest sought to be acquired by the City; (iii) the Landowner's Bill of Rights statement prescribed by Section 21.0112 of the Texas Property Code; and (iv) the Non Confidentiality Notice;

WHEREAS, the 1st Final Offer made to the Owner of the Property Interest was equal to or greater than the amount of the written appraisal obtained by the City;

WHEREAS, in conducting due diligence, it was learned that the boundaries of the right-of-way along 66th, adjacent to the Property Interest, were different from the boundaries relied upon in the first appraisal;

WHEREAS, the City ordered a second appraisal, correcting the boundaries to include area omitted from the first appraisal;

WHEREAS, the City made a 2nd Initial Offer (the 2nd Initial Offer) in writing to Brandon Sanderson, the owner of the Property Interest (the "Owner") on or about July 1, 2022, based on an appraisal conducted for this Project by Murfee & Sons;

WHEREAS, the 2nd Initial Offer made by the City to the Owner of the Property Interest did not include a confidentiality provision and further informed the Owner of the Property Interest that such Owner had the right to (i) discuss any offer or agreement regarding the City's acquisition of the Property Interest with others; or (ii) keep the offer or agreement confidential, unless the offer or agreement would be subject to Chapter 552 of the Texas Government Code (the "Non Confidentiality Notice");

WHEREAS, after sending the 2nd Initial Offer, it was learned that the offer did not comply with new amendments to Chapter 21 of the Texas Property Code;

WHEREAS, the City made a Revised 2nd Initial Offer (the Revised 2nd Initial Offer) in writing to Brandon Sanderson, the owner of the Property Interest (the "Owner") on or about July 14, 2022, based on an appraisal conducted for this Project by Murfee & Sons, and including the required statutory provisions;

WHEREAS, the Revised 2nd Initial Offer made by the City to the Owner of the Property Interest did not include a confidentiality provision and further informed the Owner of the Property Interest that such Owner had the right to (i) discuss any offer or agreement regarding the City's acquisition of the Property Interest with others; or (ii) keep the offer or agreement confidential, unless the offer or agreement would be subject to Chapter 552 of the Texas Government Code (the "Non Confidentiality Notice");

WHEREAS, the City made a 2nd Final Offer (the 2nd Final Offer) in writing to the Owner of the Property Interest in accordance with Chapter 21 of the Texas Property Code on or about August 15, 2022, said date being after the thirtieth (30th) day after the date on which the City made the 2nd Initial Offer to the Owner of the Property Interest;

WHEREAS, along with such 2nd Final Offer, the Owner of the Property Interest was provided a written appraisal from a certified appraiser of the value of the Property Interest and the damages, if any, to any of the Owner's remaining property;

WHEREAS, the 2nd Final Offer made to the Owner of the Property Interest was equal to or greater than the amount of the 2nd written appraisal obtained by the City;

WHEREAS, the 2nd Final Offer made to the Owner of the Property Interest included (i) a copy of the 2nd written appraisal; (ii) copies of the easement, being the instrument proposed to convey the Property Interest (herein so called) sought to be acquired by the City; (iii) the Landowner's Bill of Rights statement prescribed by Section 21.0112 of the Texas Property Code; and (iv) the Non Confidential Notice;

WHEREAS, the notice for the public meeting of the City Council of the City in which this Resolution is considered, in addition to other information as required by Subchapter C, Chapter 551, of the Texas Government Code, expressly included notice that the City of Lubbock would consider the use of eminent domain to condemn the Property Interest;

WHEREAS, in resolving the matters set forth herein, the motion to pass and approve this Resolution was stated as:

"I move that the City of Lubbock, Texas authorize the use of the power of eminent domain to acquire easements in two (2) parcels, to wit:

1) **Parcel 115**, being a **0.690** acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of a 5.14 acre tract described in vol. 8542, pg. 37 in the Official Public Records, Lubbock County, Texas, and being further described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein; and
2) **Parcel 115-A**, being a **0.440** acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of a 5.14 acre tract described in vol. 8542, pg. 37 in the Official Public Records, Lubbock County, Texas, and being further described by metes and bounds in **Exhibit B**, attached hereto and incorporated herein."

WHEREAS, after due consideration of the public interests to be furthered by the public use of the Project in the City of Lubbock, Texas; NOW, THEREFORE,

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

THAT the City Council finds that a public use and necessity exists to construct and operate the Project to serve the citizens of the City of Lubbock, Texas, and that the public welfare and convenience requires the acquisition of the Property Interest, identified as **Parcel 115**, and the City of Lubbock, Texas does hereby exercise its home-rule and statutory authority to acquire by eminent domain, an easement encumbering a **0.690 acre parcel** located in Section 30, Block AK, Lubbock County, Texas, being a portion of a 5.14 acre tract described in vol. 8542, pg. 37 in the Official Public Records, Lubbock County, Texas, and being further described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein (the "Property Interest"). The Council hereby further finds and determines that the acquisition of the Property Interest is for a public use, to serve the public and the citizens of the City of Lubbock, Texas.

THAT the City Council finds that a public use and necessity exists to construct and operate the Project to serve the citizens of the City of Lubbock, Texas, and that the public welfare and convenience requires the acquisition of the Property Interest, identified as **Parcel 115-A**, and the City of Lubbock, Texas does hereby exercise its home-rule and statutory authority to acquire by eminent domain, an easement encumbering a **0.440 acre parcel** located in Section 30, Block AK, Lubbock County, Texas, being a portion of a 5.14 acre tract described in vol. 8542, pg. 37 in the Official Public Records, Lubbock County, Texas, and being further described by metes and bounds in **Exhibit B**, attached hereto and incorporated herein (the "Property Interest"). The Council hereby further finds and determines that the acquisition of the Property Interest is for a public use, to serve the public and the citizens of the City of Lubbock, Texas.

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

THAT the City Council hereby authorizes and directs the filing and prosecution of eminent domain proceedings by the City of Lubbock, Texas to acquire the Property Interests described herein, in fee simple or by easement.

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

THAT the City Council hereby finds that the Owner, Brandon Sanderson, was the purported record title owner of said Property Interest at the time of making the Initial Offer and Final Offer. Without limiting the general authorization provided above, the City Council further authorizes joinder of additional or differing owner or owners, or claimant or claimants, of the Property Interest, if applicable, in the eminent domain proceedings, and to condemn the interests of each such parties to acquire the Property Interests described herein.

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

THAT the City Council hereby authorizes and directs notice of such eminent domain proceedings by the City of Lubbock, Texas to be served by publication in the same manner as service of citation by publication in other civil cases in the district courts or county courts at law as provided by the Texas Property Code Section 21.016(d)(3), to the extent necessary.

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

THAT the City Manager, or his designee, shall have the authority to do all things necessary or appropriate to acquire the Property Interest by eminent domain, in fee simple or by easement, including without limitation, the authority to retain legal counsel and to expend funds related to the prosecution of such eminent domain proceedings.

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

THAT the recitals provided in this Resolution, as set forth above, are specifically and expressly adopted by the City Council as express findings by the City Council.

Passed by the City Council this _____th day of _____, 2022.

_____
TRAY PAYNE, MAYOR

ATTEST:

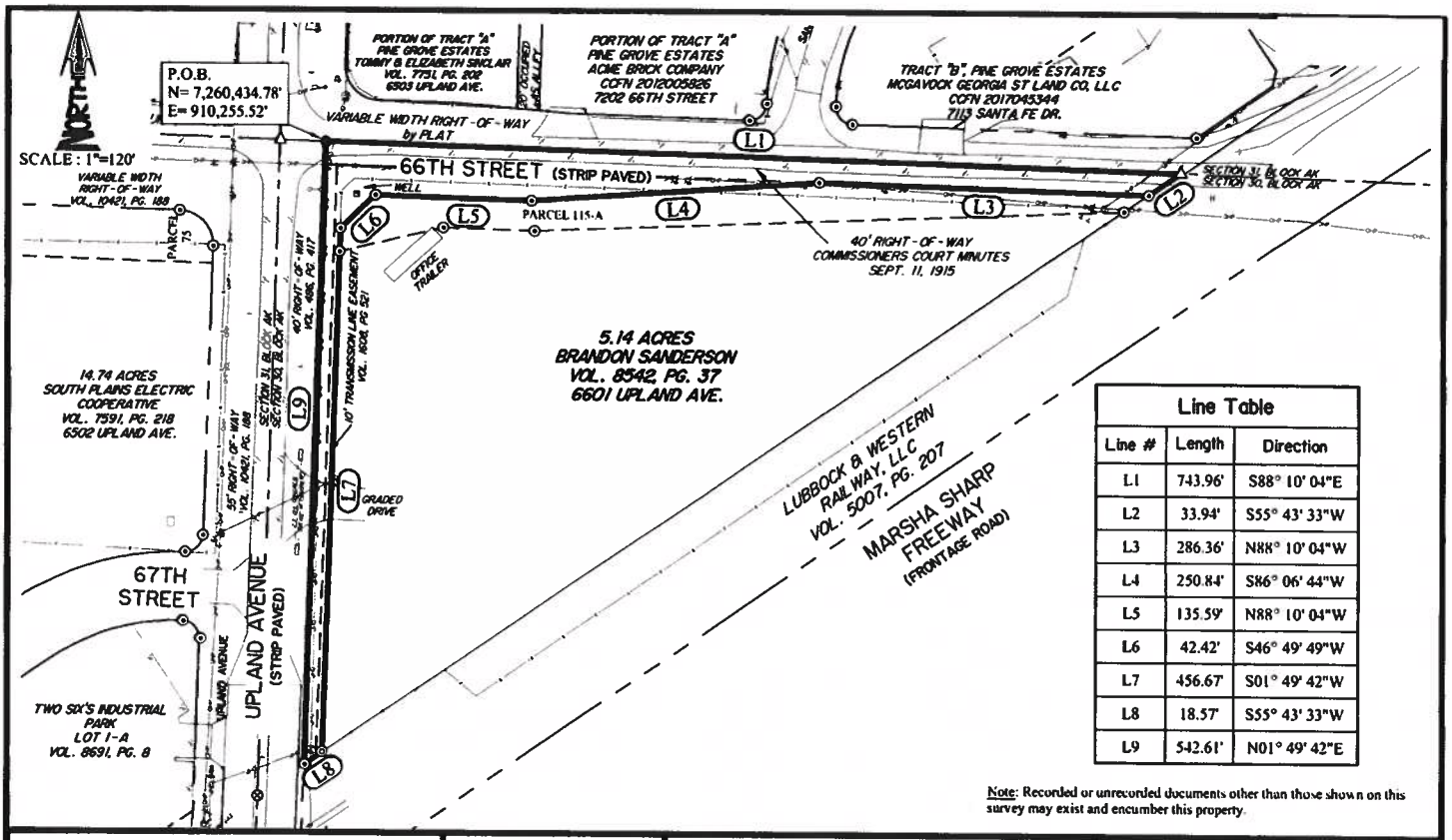
_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Josh Kristinek, P.E.

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney



Line Table		
Line #	Length	Direction
L1	743.96'	S88° 10' 04"E
L2	33.94'	S55° 43' 33"W
L3	286.36'	N88° 10' 04"W
L4	250.84'	S86° 06' 44"W
L5	135.59'	N88° 10' 04"W
L6	42.42'	S46° 49' 49"W
L7	456.67'	S01° 49' 42"W
L8	18.57'	S55° 43' 33"W
L9	542.61'	N01° 49' 42"E

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 115 - Permanent Easement
PERIMETER SURVEY OF A
0.690 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
December 21, 2021

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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LEGEND:
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET MAGNAIL
- FD. 1/2" ROD w/CAP
- FD. RAILROAD SPIKE
- FD. 'X' CUT IN CONCRETE
- FD. MAGNAIL

P.O.B. - POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Exhibit A - Parcel 115

DESCRIPTION FOR PARCEL 115

METES AND BOUNDS DESCRIPTION of a 0.690 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of 5.14 acres described in Volume 8542, Page 37, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a magnail (N=7,260,434.78', E=910,255.52') set in the North line of said Section 30, Block AK, and in the South Line of Section 31, Block Ak, Lubbock County, Texas, and in the North line of said 5.14 acre tract and in the center of a 40.00 foot Right-of-Way described in Lubbock County Commissioner's Court Minutes, September 11, 1915, and in the South line of a variable width Right-of-Way dedicated with Lots 1-74 and Tracts A and B, Pine Grove Estates, a subdivision located in Section 35, Block AK, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1637, Page 935, Deed Records, Lubbock County, Texas (DRLCT) , and at the Northeast corner of a 40.00 foot Right-of-Way described in Volume 486, Page 417, DRLCT, which bears 88° 10' 04" E. a distance of 40.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88° 10' 04" E. along the common line of said Section 30, Block AK, and said Section 31, Block AK, and said North line of said 5.14 acre tract and along said center of said 40.00 foot Right-of-Way described in Lubbock County Commissioner's Court Minutes, September 11, 1915, and along said South line of said variable width Right-of-Way dedicated with said Lots 1-74 and Tracts A and B, Pine Grove Estates, a distance of 743.96 feet to a railroad spike found at the Northeast corner of said 5.14 acre tract and in the Westerly line of Lubbock and Western Railroad described in Volume 5004, Page 207, Real Property Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 55° 43' 33" W. along the common line of said 5.14 acre tract and said Lubbock and Western Railroad a distance of 33.94 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found in the South line of said 40.00 foot Right-of-Way described in Lubbock County Commissioner's Court Minutes, for the most Northerly Southeast corner of this parcel;

THENCE N. 88° 10' 04" W. along said South line of said 40.00 foot Right-of-Way described in Lubbock County Commissioner's Court Minutes, a distance of 286.36 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found for a point of intersection of this parcel;

THENCE S. 88° 06' 44" W. a distance of 250.84 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found for a point of intersection of this parcel;

THENCE N. 88° 10' 04" W. parallel with and 45.00 feet from said North line of Section 30, Block AK, a distance of 135.59 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found for a point of intersection of this parcel;

THENCE S. 46° 49' 49" W. a distance of 42.42 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found in the East line of said 40.00 foot Right-of-Way described in Volume 486, Page 417, DRLCT, for a point of intersection of this parcel;

THENCE S. 01° 49' 42" E. along said East line of said 40.00 foot Right-of-Way a distance of 456.67 feet to a mag nail found in the Easterly line of said 5.14 acre tractand in said Westerly line of said Lubbock & Western Railroad, for the most Southerly Southeast corner of this parcel;

----- CONTINUED NEXT PAGE -----

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 115 - Permanent Easement
PERIMETER SURVEY OF A
0.690 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
December 21, 2021

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

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances and coordinates are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002485

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Exhibit A - Parcel 115

DESCRIPTION FOR PARCEL 115 - CONTINUED

THENCE S. 55° 43' 33" W. along the common line of said 5.14 acre tract and said Lubbock & Western Railroad a distance of 18.57 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" found in said East line of said 40.00 foot Right-of-Way described in Volume 486, Page 417, DRLCT, for the Southwest corner of this parcel;

THENCE N. 01° 49' 42" E. along the East line of said 40.00 foot Right-Of-Way described in Volume 486, Page 417 a distance of 542.61 feet to the Point of Beginning. Containing 0.690 Acres (30,072 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 115 - Permanent Easement
PERIMETER SURVEY OF A
0.690 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

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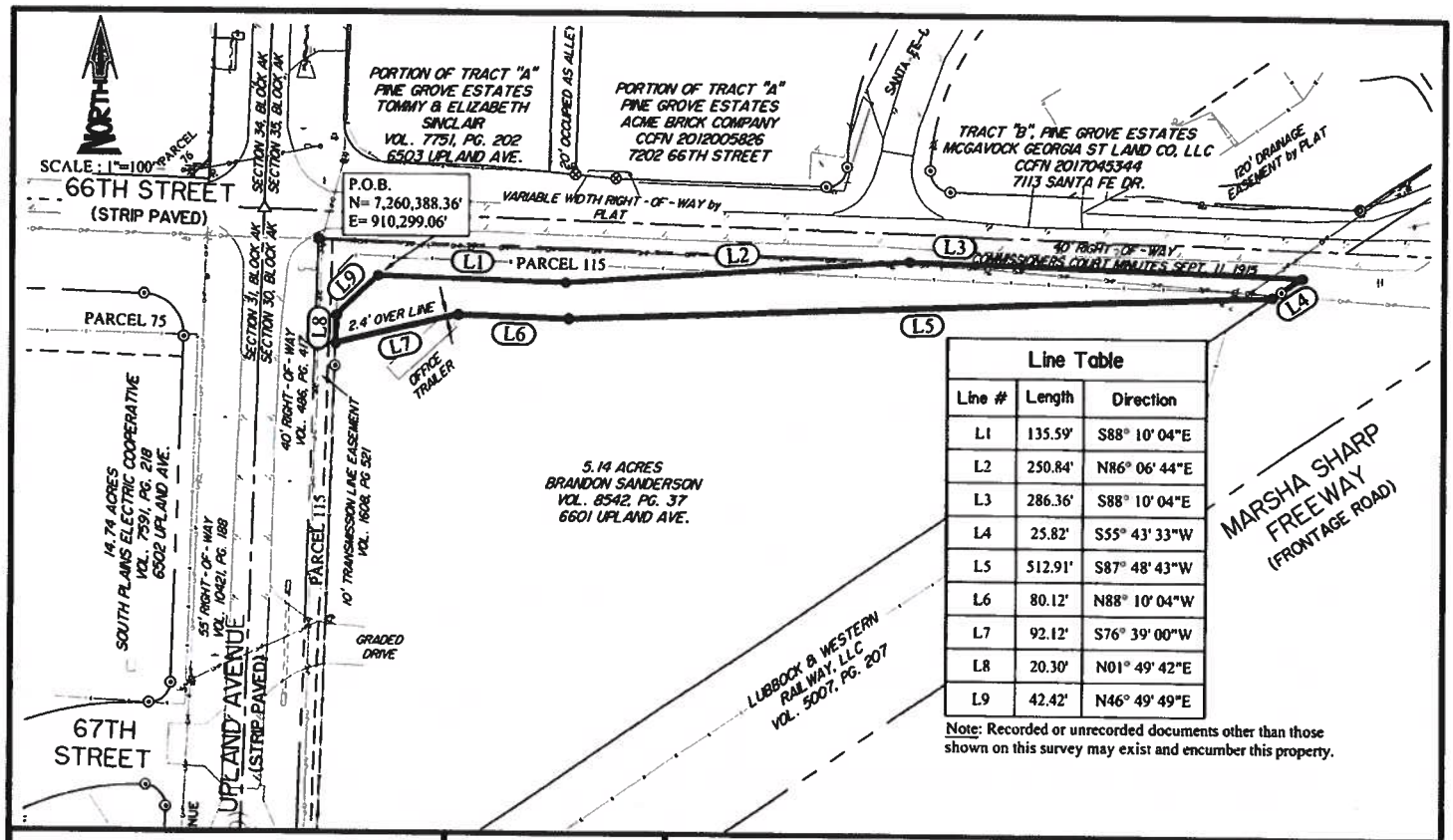
Exhibit A - Parcel 115



Line Table		
Line #	Length	Direction
L1	135.59'	S88° 10' 04"E
L2	250.84'	N86° 06' 44"E
L3	286.36'	S88° 10' 04"E
L4	25.82'	S55° 43' 33"W
L5	512.91'	S87° 48' 43"W
L6	80.12'	N88° 10' 04"W
L7	92.12'	S76° 39' 00"W
L8	20.30'	N01° 49' 42"E
L9	42.42'	N46° 49' 49"E

Note: Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 115-A - Permanent Easement
PERIMETER SURVEY OF A
0.440 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

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REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Surveyed on the ground.
August 16, 2020

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LEGEND:
- SURVEYED PROPERTY
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- EASEMENT
- SET 1/2" ROD w/CAP
- FD. 1/2" ROD w/CAP
- FD. RAILROAD SPIKE
- FD. 1/2" IRON ROD (BENT)

P.O.B.- POINT OF BEGINNING
CCFN- COUNTY CLERK FILE NUMBER, LUBBOCK COUNTY, TEXAS

Exhibit B - Parcel 115-A

DESCRIPTION FOR PARCEL 115-A

METES AND BOUNDS DESCRIPTION of a 0.440 acre parcel located in Section 30, Block AK, Lubbock County, Texas, being a portion of 5.14 acres described in Volume 8542, Page 37, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" (N=7,260,388.36', E=910,299.06') set, which bears S. 01° 49' 42" W. a distance of 45.00 feet and S. 88° 10' 04" E. a distance of 85.00 feet from a railroad spike found at the Northwest corner of said Section 30, Block AK, for the Northwest corner of this parcel;

THENCE S. 88° 10' 04" E. parallel with and 45.00 feet from the North line of said Section 30, Block AK, a distance of 135.19 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for point of intersection of this parcel;

THENCE N. 86° 04' 44" E. a distance of 250.84 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set 20.00 feet from said North line of said Section 30, Block AK, for a point of intersection of this parcel;

THENCE S. 88° 10' 04" E. parallel with and 20.00 feet from said North line of said Section 30, Block AK, a distance of 286.36 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set in the Easterly line of said 5.14 acre tract and in the Westerly line of Lubbock and Western Railroad described in Volume 5004, Page 207, Real Property Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 55° 43' 33" W. along the common line of said 5.14 acre tract and said Lubbock and Western Railroad, at 21.20 feet pass a 1/2" iron rod with blue cap marked "STEVENS 4339" found, continuing for a total distance of 25.82 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for the Southeast corner of this parcel;

THENCE S. 87° 48' 43" W. a distance of 512.91 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for a point of intersection of this parcel;

THENCE N. 88° 10' 04" W. a distance of 80.12 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for a point of intersection of this parcel;

THENCE S. 76° 39' 00" W. a distance of 92.12 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set, which bears a N. 01° 49' 42" E. a distance of 16.60 feet from a 1/2" iron rod with blue cap marked "STEVENS 4339" found in reference, for the Southwest corner of this parcel;

THENCE N. 01° 49' 42" E. parallel with and 55.00 feet from the West line of said Section 30, Block AK, a distance of 20.30 feet to a 1/2" iron rod with yellow cap marked "HUGO REED & ASSOC" set for a point of intersection of this parcel;

THENCE N. 46° 49' 49" E. a distance of 42.42 feet to the Point of Beginning. Containing 0.440 acre (19,155 sq. ft.) of land, more or less.

UPLAND AVENUE DESIGN PROJECT
66TH STREET TO 114TH STREET

Parcel 115-A - Permanent Easement
PERIMETER SURVEY OF A
0.440 ACRE PARCEL LOCATED IN
SECTION 30, BLOCK AK
LUBBOCK COUNTY, TEXAS

John E. Allen, Registered Professional Land Surveyor No.5895
State of Texas

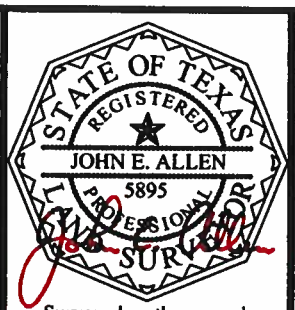

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Exhibit B - Parcel 115-A