City of Lubbock, Texas
Regular City Council Meeting
March 5, 2024

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
Mitchell Satterwhite, Interim City Attorney
Courtney Paz, City Secretary

http://www.mylubbock.us

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

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

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

1:30 p.m. - City Council convenes in City Council Chambers and immediately recesses into Executive Session.

1. **Executive Session**

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

1. 1. 1. Discuss Chapter 395 of the Texas Local Government Code and applicable City ordinances

Adjourn from Executive Session

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

2. **Ceremonial Items**

2. 1. Invocation

2. 2. Pledges of Allegiance

Call to Order

3. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m. on March 5, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.**

4. **Minutes**

4. 1. February 13, 2024 Regular City Council Meeting
February 19, 2024 Special City Council Meeting - Groundbreaking Ceremony

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. 2024-O0012, Amendment 13, amending the FY 2023-24 Budget for municipal purposes respecting the Streets Capital Project Fund; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Finance:** Consider a resolution expressing the intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in FY 2023-24 Budget Amendment 13, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 15, Amending the FY 2023-24 Budget for municipal purposes respecting the Parks Capital Projects Fund; providing for filing; and providing for a savings clause.

5. 3. **Resolution - Finance:** Consider a resolution authorizing the City Manager to execute an Interlocal Agreement, by and between the City of Lubbock and the Purchasing Cooperative of America, for the purpose of purchasing goods and services from vendors selected through the competitive bidding process.

5. 4. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, medical professional liability coverage from Landmark Insurance Company, for which the total amount shall not exceed $16,939.74.

5. 5. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance from Zurich American Insurance Company in the amount of $50,000,000 coverage limit for the John T. Montford Dam, for a total premium in an amount not to exceed $263,588.00.

5. 6. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed $947,997.38.

5. 7. **Resolutions - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $19,305; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,626; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed $18,131.

5. 8. **Resolution - Risk Management:** Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Municipal League Intergovernmental Risk Pool, for which the total amount shall not exceed $1,970,994.44.

5. 9. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute an agreement, and all related documents, by and between the City of Lubbock and the Texas Tech University Health Sciences Center, providing for James Felberg, M.D. to serve as Deputy Medical Director for the City of Lubbock Health Department.

5. 10. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a Purchase Order 25101687, with Hi-Lite Airfield Services, LLC, for the runway pavement marking and removal at Lubbock Preston Smith International Airport.

5. 11. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 17809, with West Texas Mowing, for grounds maintenance for Citizens Tower and surrounding facilities.

5. 12. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Contract 17826, with Incircle Management, Inc. for mowing services at the City of Lubbock Cemetery.

5. 13. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order 10027217, with Road Runner Bridge, for the purchase and installation of a new pedestrian utility bridge with steel frame and timber decking, for Mackenzie Park Lake.

5. 14. **Resolution - Parks and Recreation:** Consider a resolution authorizing the City Council to reject any and all bids received for the landscape and maintenance of I-27 from 13th Street to 19th Street.

5. 15. **Resolution - Civic Centers:** Consider a resolution authorizing the Mayor to execute an Application for Eligibility to Receive Surplus Property, for the transfer of one Baldwin nine-foot grand piano to Texas Tech University, for use in the School of Music.

5. 16. **Resolution - Civic Centers:** Consider a resolution rejecting any and all bids received for the replacement and installation of blinds in the Lubbock Memorial Civic Center.

5. 17. **Resolution - City Manager:** Consider a resolution approving a Memorandum of Understanding, Contract No. 17928, with the Lubbock Economic Development Alliance, for acceptance and review of grant applications on behalf of the City of Lubbock, related to an American Rescue Plan Act workforce training grant program.

5. 18. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Joyland Amusement Park Lease Agreement dated April 12, 2022, by and between the City of Lubbock and Mackenzie Park Playground Inc. d/b/a Joyland Amusement Park, abating the rental payments due for 2024 and modifying the termination date to September 30, 2024.

6. **Regular Agenda**

Hold a Public Hearing in accordance with Chapter 214 of the Texas Local Government Code regarding local amendments to the National Model Codes, as adopted by Items 6.1 through 6.11, below, including the International Residential Code and the International Building Code.

6. 1. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.09 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Building Code.

6. 2. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.10 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Plumbing Code.

6. 3. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.11 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Mechanical Code.

6. 4. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.12 of the City of Lubbock Code of Ordinances with adoption of the 2020 National Electrical Code.

6. 5. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.14 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Residential Code.

6. 6. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.15 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Fuel Gas Code.

6. 7. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Article 28.16 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Energy Conservation Code.

6. 8. **Ordinance 1st Reading - Building Safety:** Consider an ordinance adding Article 28.17 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Existing Building Code.

6. 9. **Ordinance 1st Reading - Building Safety:** Consider an ordinance adding Article 28.18 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Swimming Pool and Spa Code.

6. 10. **Ordinance 1st Reading - Building Safety:** Consider an ordinance amending Chapter 28 "Building Regulations" Articles 28.01 - 28.08 of the City of Lubbock Code of Ordinances to reflect adoption of the 2021 International Codes and 2020 National Electrical Code.

6. 11. **Ordinance 1st Reading - Lubbock Fire Rescue:** Consider an ordinance amending Article 10.01 and Article 10.03 of the City of Lubbock Code of Ordinances with the adoption of the 2021 International Fire Code.

6. 12. **Ordinance 1st Reading - City Manager:** Consider an ordinance amending Chapter 18, "Taxation", of the Code of Ordinances of the City of Lubbock, Texas by adding Article 18.05 to provide for an exemption from property taxation for qualifying child-care facilities in accordance with Section 11.36 of the Texas Tax Code.

AI# 12361
Regular City Council Meeting **4. 1.**
03/05/2024:

Information

Agenda Item

February 13, 2024 Regular City Council Meeting
February 19, 2024 Special City Council Meeting - Groundbreaking Ceremony

Item Summary

February 13, 2024 Regular City Council Meeting
February 19, 2024 Special City Council Meeting - Groundbreaking Ceremony

Fiscal Impact

None

Staff/Board Recommending

Courtney Paz, City Secretary

Attachments

2.13.2024
2.19.2024 S Groundbreaking Ceremony

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 13, 2024
2:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of February, 2024, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:30 p.m.

1:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

Present: Tray Payne, Mayor; Shelia Patterson Harris, Mayor Pro Tem; Latrelle Joy, Council Member; Christy Martinez-Garcia, Council Member; Steve Massengale, Council Member; Mark W. McBrayer, Council Member; Dr. Jennifer Wilson, Council Member; W. Jarrett Atkinson, City Manager; Courtney Paz, City Secretary; Chad Weaver, City Attorney

Note: City Council addressed agenda items in the following order:
- *Executive Session; 2.1-2.2; Citizen Comments 3; 4.1; 6.1-6.5; 6.7-6.8; 6.6; 5.28; 5.1-5.27; and 5.29.*

1. Executive Session

The meeting recessed at 1:31 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 2:06 p.m., and the meeting was called to order at 2:10 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. Settlement offer for Claim 23-C-004A

1. 1. 2. Settlement offer for Claim 23-C-200

1. 1. 3. North Park Tax Increment Financing District

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. North Park Tax Increment Financing District

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

City Council reconvened at 2:06 p.m.

2. Ceremonial Items

2. 1. Invocation

Pastor Alan Ehlo, Gloria Dei Lutheran 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 2:10 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 February 13, 2024. Citizen Comments provide an opportunity for citizens to make comments and express a position on agenda items.

Sign ups:

- Suzanne Beck Liner; Erica Bright, director of Reclaimed43; Mark Daniel, director of Love the Hub; Valerie Longoria, executive director of ECHO West Texas; Becky Robertson, executive director of Lubbock Impact; Jerry Ramirez; Dyllon Daulton; David Alderson, chair of the ECHO West Texas Board of Directors; and Ted Hogan, appeared before City Council to speak in favor of item 5.28 (resolution supporting the formation of a local Continuum of Care).
- Mary Duenes, survivor advocate for the Voice of Hope; Chase Smith, community director of Lubbock Open Door; Rynn Day, chair of Lubbock Open Door Board of Directors; Chad Wheeler, CEO of Lubbock Open Door; Amanda Acebedo, lead case manager in support of housing at Lubbock Open Door; Andrea Omojola, chief operating officer of Lubbock Open Door; Chad Jackson, board member of Lubbock Open Door Board of Directors; Jaime Wheeler, surviving housing director of Lubbock Open Door; Quinn Paschal, board member of Lubbock Open Door Board of Directors and resident of Lubbock Open Door housing; and Erica Perry, director of social services for the Salvation Army, appeared before City Council to speak in opposition of item 5.28 (resolution supporting the formation of a local Continuum of Care).
- Mary Guetersloh, with South Plains Homeless Consortium, appeared before City Council to speak on item 5.28 (resolution supporting the formation of a local Continuum of Care).

4. Minutes

4. 1. December 19, 2023 Special City Council Meeting - Electric Utility Board
January 9, 2024 Regular City Council Meeting

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve the December 19, 2023 Special City Council Meeting - Electric Utility Board minutes and the January 9, 2024 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Christy Martinez-Garcia, to approve items 5.1-5.27 and 5.29.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0017, Amendment 10, amending the FY 2023-24 Budget for municipal purposes respecting the General Fund Capital Project Fund; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0018, Amendment 11, amending the FY 2023-24 Budget for municipal purposes respecting the Grant Fund; providing for filing; and providing for a savings clause.

5. 2. 1. **Resolution - Public Health Services:** Resolution No. 2024-R0060 authorizing the Mayor to execute Contract 17695, and all related documents, by and between the City of Lubbock, and CredibleMind, Inc., for Behavioral Health 360 Program SaaS Annual Fees, Support, and Software Maintenance for the City of Lubbock Health Department.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2024-O0019, Amendment 12, amending the FY 2023-24 Budget for municipal purposes respecting the Gateway Streets Capital Project Fund; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Finance:** Resolution No. 2024-R0061 approving the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2022, through September 30, 2023, which will be distributed to the Chief Executive Officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

5. 5. **Resolution - Business Development:** Resolution No. 2024-R0062 authorizing the Mayor to execute Contract 17757, with West Texas Services, Inc., dba Tom's Tree Place, for landscape maintenance services at the Roy Furr Pioneer Park at 6th Street and Avenue T, in the North Overton Public Improvement District.

5. 6. **Resolution - Business Development:** Resolution No. 2024-R0063 authorizing a Commercial Revitalization Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Bob Teaff, located at 2432 34th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 7. **Resolution - Business Development:** Resolution No. 2024-R0064 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Nashwell, LLC, located at 820 Main Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 8. **Resolution - Business Development:** Resolution No. 2024-R0065 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Hugo Reed and Associates, Inc., located at 1602 Avenue N, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 9. **Resolution - Business Development:** Resolution No. 2024-R0066 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Tom's Daiquiri Place, LLC, located at 1802 Buddy Holly Avenue, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 10. **Resolution - Business Development:** Resolution No. 2024-R0067 approving a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Officewise Commercial Interiors, located at 1301 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 11. **Resolution - Business Development:** Resolution No. 2024-R0068 approving a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to WJW Holdings, LLC, located at 1507 13th Street, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of the Market Lubbock Development Corporation.

5. 12. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2024-O0020 abandoning and closing portions of a Water Line Easement located south of 98th Street and east of Orlando Avenue in Tract A, James Morgan Offices Addition, City of Lubbock, Lubbock County, Texas.

5. 13. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2024-O0021 abandoning and closing portions of an Underground Streetlight Cable Easement located at the southwest corner of 8th Street and Frankford Avenue, in Lot A, Travis Tubbs Addition, Lubbock County, Texas.

5. 14. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2024-O0022 abandoning and closing portions of Street Right-of-Way located at 8th Street, east of Avenue G, and north of Lots 1 and 2, Block 74, of the Original Town of Lubbock, Lubbock County, Texas.

5. 15. **Resolution - Right-of-Way:** Resolution No. 2024-R0069 authorizing the Mayor to execute a Street Use License Agreement, and related documents, by and between the City of Lubbock and Red Feather Golf and Social Club LLC, for a portion of the right-of-way crossing Quaker Avenue south of 146th Street.

5. 16. **Resolution - Engineering:** Resolution No. 2024-R0070 authorizing the Mayor to execute Amendment No. 1 to Contract 16226, with Freese and Nichols, Inc., for one additional year to perform design services associated with the Bailey County Transmission Line Upgrades Capital Improvements Project.

5. 17. **Resolution - Engineering:** Resolution No. 2024-R0071 authorizing the Mayor to execute Change Order No. 4, for a credit, to Contract 15431, with Archer Western Construction, LLC, for services related to the Low Head C Pump Station.

5. 18. **Resolution - Engineering:** Resolution No. 2024-R0072 authorizing the Mayor to execute Contract 17773, a Development Agreement, with Elm Meadows Addition, LLC, for roadway improvements on Cedar Avenue at east 80th Street.

5. 19. **Resolution - Engineering:** Resolution No. 2024-R0073 authorizing the Mayor to execute Professional Services Agreement, Contract 17778, with Freese and Nichols, Inc., for the Water System Electrical Improvements Project.

5. 20. **Resolution - Wastewater Utility:** Resolution No. 2024-R0074 authorizing the Mayor to execute Purchase Order 23105731, with Howden USA Company, for a replacement single-stage blower at the Southeast Water Reclamation Plant.

5. 21. **Resolution - Utility and Street Maintenance:** Resolution No. 2024-R0075 authorizing the Mayor to execute Contract 17753, with Pavement Restoration, Inc., for the Street Maintenance Asphalt Pavement Rejuvenation Program.

5. 22. **Resolution - Public Health Services:** Resolution No. 2024-R0076 authorizing the Mayor to execute four City of Lubbock Health Department - Substance Use Service Assistance Network Community Health Worker Program Memorandums of Understanding (MOUs), and all related documents, by and between the City of Lubbock and the Salvation Army, Grace Campus, Grace Manor and Lubbock Lighthouse.

5. 23. **Resolution - Public Health Services:** Resolution No. 2024-R0077 authorizing the Mayor to execute Amendment No. 3 to the Department of State Health Services (DSHS) Contract No. HHS000812700012, and all related documents, for SARS-CoV-2 epidemiology, surveillance, and enhanced laboratory activities, by and between the City of Lubbock and the State of Texas, acting by and through the DSHS.

5. 24. **Resolution - Public Health Services:** Resolution No. 2024-R0078 authorizing the Mayor to execute Amendment No. 3 to the Research Agreement, and all related documents, originally executed March 24, 2020, Resolution No. 2020-R0106, by and between the City of Lubbock and Texas Tech University, for consultation and guidance regarding the Community Coalition Program and Prevention Resource Center Program.

5. 25. **Resolution - Parks and Recreation:** Resolution No. 2024-R0079 authorizing the Mayor to execute Contract 17991, with Brown-McKee, Inc., for construction of a new golf cart storage building to be located at Meadowbrook Golf Course.

5. 26. **Resolution - Information Technology:** Resolution No. 2024-R0080 authorizing the Mayor to execute Amendment No. 3 to Contract 15678, with Bohannon Huston, Inc., for digital orthophotography and GIS data acquisitions.

5. 27. **Resolution - Lubbock Fire Rescue:** Resolution No. 2024-R0081 authorizing the Mayor to execute Purchase Order 10027134, with Stryker Medical, for the acquisition of Advanced Life Support (ALS) Cardiac Monitors.

5. 28. **Resolution - City Manager:** Resolution No. 2024-R0059 supporting the formation of a local Continuum of Care, through the U.S. Department of Housing and Urban Development, to address the homelessness issue in the City of Lubbock and surrounding area.

Bill Howerton, deputy city manager, gave a presentation and answered questions from City Council.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Steve Massengale, to approve Resolution No. 2024-R0059.

Vote: 6 - 0 Motion carried

Other: Council Member Dr. Jennifer Wilson (RECUSE)

5. 29. **Resolution - City Council:** Resolution No. 2024-R0082 approving the updated City Council priorities as to decision-making, policy implementation, and budget formation.

6. **Regular Agenda**

6. 1. **Resolution - City Manager:** Resolution No. 2024-R0058 authorizing the Mayor to execute a contract for the purchase of electricity for all City of Lubbock facilities and infrastructure at a rate not to exceed $0.08112 per kWh for a term not to exceed 60 months.

Blu Kostelich, chief financial officer, gave a presentation and answered questions from City Council. Jennifer Mayberry, energy advisor with Tradition Energy, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Resolution No. 2024-R0058.

Vote: 7 - 0 Motion carried

6. 2. **Resolution - City Manager:** Resolution No. 2024-R0057 authorizing the Mayor to execute a Lease and Service Agreement, Contract 17905, and all related documents, by and between the City of Lubbock and Safe Haven Baby Boxes, Inc., for a device to enable the safe surrender of infants.

Shaun Fogerson, fire chief, gave comments, answered questions from City Council, and introduced Summer Strauss, Alicia Powell, and Joseph Wallace, president of Lubbock Professional Firefighters Association.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Christy Martinez-Garcia, to approve Resolution No. 2024-R0057.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing - Planning (District 2):** Ordinance No. 2024-O0011, for Zone Case 3111-A, a request of Parkhill for Starcare Specialty Health System, for a zone change from High Density Residential District (HDR) to Auto-Urban Commercial District (AC), at 3002 East 19th Street and 1950 Aspen Avenue, located south of East 19th Street and east of Aspen Avenue, on 87 acres of land out of Block B, Section 3, including MHMR Addition, Tract A, and consider an ordinance.

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

Mayor Payne opened the public hearing at 3:19 p.m.

Johna Anthony, with Parkhill, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 3:22 p.m.

Motion by Mayor Pro Tem Shelia Patterson Harris, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2024-O0011.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing - Planning (District 4):** Ordinance No. 2024-O0012, for Zone Case 3493, a request of R2M Engineering, LLC for Landshark Commercial Properties, LLC, for a zone change from Low Density Single-Family District (SF-2) to Neighborhood Commercial District (NC), generally located north and south of 151st Street and west of University Avenue, on 8.71 acres of unplatted land out of Block AK, Section 2, and consider an ordinance.

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

Mayor Payne opened the public hearing at 3:26 p.m.

Jason Brewer, with R2M Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 3:27 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2024-O0012.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing - Planning (District 4):** Ordinance No. 2024-O0013, for Zone Case 3496, a request of OJD Engineering, LLC for Toot' N Totum, for a zone change from Low Density Single-Family District (SF-2) to Auto-Urban Commercial District (AC), at 2416 130th Street, located east of University Avenue and north of 130th Street, on 2.71 acres of unplatted land out of Block E, Section 15, and consider an ordinance.

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

Mayor Payne opened the public hearing at 3:29 p.m.

Michael Adams, with OJD Engineering, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 3:30 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Steve Massengale, to approve Ordinance No. 2024-O0013.

Vote: 7 - 0 Motion carried

6. 6. **Public Hearing - Planning (District 5):** Ordinance No. 2024-O0016, for Zone Case 3494, a request of the City of Lubbock, for a zone change from Low Density Single-Family District (SF-2) to Industrial Park District (IP), at 7401 Alcove Avenue, located north of Marsha Sharp Freeway and east of Alcove Avenue, on 70.65 acres of unplatted land out of Block AK, Section 31, and consider an ordinance.

Erik Rejino, assistant city manager; and Wood Franklin, division director of public works, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager; Wood Franklin, division director of public works; and Brenda Haney, director of solid waste, gave comments and answered questions from City Council.

Mayor Payne opened the public hearing at 3:56 p.m.

Natalie Miller; and Joshua Shankles appeared to speak in favor.

Troy Brooks; Wesley Houck; Jana Noall; Maritza Ferraro; Marshall Drennan; Jeffery Paige; Billy Scott; Bonnie Brooks; Lee Mayhew; Faith Robinson; Tracy Edwards; Mike Gremillion; Leigh Green; Nate Douglas; and Dennis Brink appeared to speak in opposition.

Mayor Payne closed the public hearing at 6:32 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Steve Massengale, to approve Ordinance No. 2024-O0016.

Vote: 6 - 1 Motion carried

NAY: Council Member Mark W. McBrayer

Motion by Council Member Mark W. McBrayer, to postpone this item to the June 25, 2024 Regular City Council Meeting, no second. The motion was not considered.

6. 7. **Public Hearing - Planning (District 5):** Ordinance No. 2024-O0014, for Zone Case 2923-A, a request of Hugo Reed and Associates, Inc. for Tom and Brenda Jones, for a zone change from High Density Residential District (HDR), to Neighborhood Commercial District (NC), generally located south of 87th Street, and east of Upland Avenue, Westwood Addition, Tract A-2-A, and a portion of Tract A-1-A, and consider an ordinance.

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

Mayor Payne opened the public hearing at 3:32 p.m.

Terry Holeman, with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 3:35 p.m.

Motion by Council Member Dr. Jennifer Wilson, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2024-O0014.

Vote: 6 - 0 Motion carried

Other: Council Member Christy Martinez-Garcia (AWAY)

6. 8. **Public Hearing - Planning (District 5):** Ordinance No. 2024-O0015, for Zone Case 3495, a request of Mark and Deborah Clark Trust, for a zone change from Low Density Single-Family District (SF-2), to Heavy Commercial District (HC), at 7109 Marsha Sharp Freeway, located south of Marsha Sharp Freeway and west of Rochester Avenue, on 0.43 acres of unplatted land out of Block AK, Section 30, and consider an ordinance.

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

Mayor Payne opened the public hearing at 3:37 p.m.

Deborah Clark and Mark Clark, the proponents, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Payne closed the public hearing at 3:39 p.m.

Motion by Council Member Christy Martinez-Garcia, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2024-O0015.

Vote: 7 - 0 Motion carried

7:29 P.M. CITY COUNCIL ADJOURNED

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

The February 13, 2024 Regular City Council Meeting minutes were approved by the City Council on the 5th day of March, 2024.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 19, 2024
2:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 19th of February, 2024, at the Southwest Corner of 98th Street and Upland Avenue, Lubbock, Texas at 2:00 p.m.

2:04 P.M. CITY COUNCIL CONVENED
Southwest Corner of 98th Street and Upland Avenue, Lubbock, Texas

Present: Mayor Tray Payne; Council Member Steve Massengale; Council Member Mark W. McBrayer; Council Member Dr. Jennifer Wilson; City Manager W. Jarrett Atkinson; City Secretary Courtney Paz; City Attorney Chad Weaver

Absent: Mayor Pro Tem Shelia Patterson Harris; Council Member Latrelle Joy; Council Member Christy Martinez-Garcia

Note: City Council addressed agenda items in the following order:
- *1.1-1.2*

1. REGULAR AGENDA

1. 1. Welcome, Introductions & Opening Remarks - Mayor Tray Payne

Mayor Tray Payne gave opening remarks and welcomed those in attendance.

1. 2. Project Overview - Council Member Dr. Jennifer Wilson

Council Member Dr. Jennifer Wilson gave a project overview of the 2022 Street Bond Project, widening of 98th Street from Upland Avenue to Alcove Avenue.

Mayor Tray Payne gave closing remarks.

Groundbreaking - City Council participated in a groundbreaking ceremony for the construction of 98th Street.

2:12 P.M. CITY COUNCIL ADJOURNED

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

The February 19, 2024 Special City Council Meeting minutes were approved by the City Council on the 5th day of March, 2024.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

AI# 12320
Regular City Council Meeting 5. 1.
03/05/2024:

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2024-O0012, Amendment 13, amending the FY 2023-24 Budget for municipal purposes respecting the Streets Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

On February 27, 2024, the City Council approved the first reading of the Ordinance.

> I. Establish Capital Improvement Project 92818, 66th Street from Alcove Avenue to Upland Avenue, and appropriate $4,200,000 for the design and acquisition of right-of-way for the street. The funding will be FY 2024 General Obligation Bonds.

Capital Improvement Project 92818 is one of the 2022 bond election projects and was scheduled for the design to begin in FY 2024-25. Due to the construction of the Transfer Station, the design of this project needs to be moved to FY 2023-24 since this project will be needed earlier than expected.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #13

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STREETS CAPITAL PROJECT FUND; PROVIDING OR 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 2023-24 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 2023-24 (Budget Amendment #13) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92818, 66th Street from Alcove Avenue to Upland Avenue, and appropriate $4,200,000 for the design and acquisition of right-of-way for the street. The funding will be FY 2024 General Obligation Bonds

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:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend13.ord
February 13, 2024

AI# 12359
Regular City Council Meeting 5. 1. 1.
03/05/2024:

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing the intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in FY 2023-24 Budget Amendment 13, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Item Summary

The City will issue bonds during FY 2023-24 to fund projects that the City Council approved in the FY 2023-24 Capital Program and any bond funded projects approved after the approval of the FY 2023-24 Budget. To allow capital projects to be completed within the prescribed time frame, the design, engineering, and construction costs may be incurred prior to delivery of the bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

A total cost of up to $4,200,000 is available for reimbursement for the 66th Street - Alcove Avenue to Upland Avenue Project, which was an approved project under the 2022 General Obligation Street Bond Package.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Reimbursement

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, including obligations the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, the "Obligations");

WHEREAS, the Issuer will make or has made, not more than 60 days prior to the date hereof, payments for capital expenditures with respect to the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations to finance costs associated with the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the projects listed on Exhibit A attached hereto.

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

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, renovation, improvement and equipment of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit A attached hereto will not exceed $4,200,000.

[Signature page follows]

ADOPTED THIS 5th day of March, 2024 by the City Council of the City of Lubbock, Texas.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:



Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

	Cost Estimate
General Fund	
66th Street: Alcove Avenue to Upland Avenue	$4,200,000

AI# 12370
Regular City Council Meeting 5. 2.
03/05/2024:

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 15, Amending the FY 2023-24 Budget for municipal purposes respecting the Parks Capital Projects Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92855, Berl Huffman Water Well, and appropriate $215,000 to install a water well for the Berl Huffman Athletic Complex. The funding is from the fund balance of the General Fund.
II. Amend the General Fund Transfer to Capital Improvement Project 92855 by increasing the appropriation by $215,000, from $17,136,190 to $17,351,190.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #15

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2023-24 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND AND PARKS CAPITAL PROJECT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE

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

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

WHEREAS, the City Council deems it advisable to change the FY 2023-24 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 2023-24 (Budget Amendment #15) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92855, Berl Huffman Water Well, and appropriate $215,000 to install a water well for the Berl Huffman Athletic Complex. The funding is General Fund fund balance.
II. Amend the General Fund Transfer to CIP by increasing the appropriation by $215,000, from $17,136,190 to $17,351,190.

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:

Courtney Paz
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocsII/BudgetFY23-24.Amend15.ord
February 27, 2024

AI# 12324
Regular City Council Meeting 5. 3.
03/05/2024:

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the City Manager to execute an Interlocal Agreement, by and between the City of Lubbock and the Purchasing Cooperative of America, for the purpose of purchasing goods and services from vendors selected through the competitive bidding process.

Item Summary

Purchasing Cooperative of America (PCA) is a national purchasing cooperative in all 50 states, the U.S. Territories, Canada, and Mexico. The mission of the PCA is to provide best value contracts in public procurement. Approval of the Interlocal Agreement between the City and PCA will allow for: 1) the provision of purchasing services by PCA to the City; and 2) the City's participation, as authorized by Chapter 791, the Texas Government Code, and Section 271.101 of the Texas Local Government Code, wherein the City is allowed to join into contracts with participating vendors.

Fiscal Impact

There is no membership cost to join PCA. Use of such cooperatives saves staff time in the procurement of equipment/goods by eliminating the public bid process. Additionally, it lessens the City's expenses by the acquisition of items at costs usually lower than those that would be expected through an individual public bid process.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Unexecuted Reso

Unexecuted Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement, Contract No. 17916 by and between the City of Lubbock and Purchasing Cooperative of America, of Houston, TX for cooperative purchasing of goods and services, 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 Council.

Passed by the City Council this _____ 2024.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

RES.Interlocal Contract 17916-PCA coop agreement
2.13.24

PCA
Purchasing Cooperative of America

INTERLOCAL AGREEMENT
FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services ("Agreement") is entered into by and between City of Lubbock, 1314 Avenue K, Lubbock, Texas 79401
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS
("PCA Member", "Party"), a governmental entity, and Purchasing Cooperative of America ("PCA", "Party") on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America ("PCA") cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the "Parties".

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and *Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members' requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

PCA

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of Texas, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Lubbock County (court jurisdiction).

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

City of Lubbock
PCA Member Organization Name

Authorized Signature

Tray Payne
Printed Name

Title Mayor

Date

ATTEST: Courtney Paz

Title City Secretary

Purchasing Cooperative of America

PCA Authorized Signature

Printed Name

Title

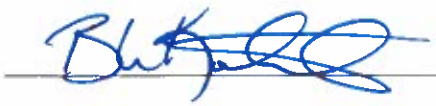
Date

Phone

Email

Main PCA Email pcamerica@pcamerica.org

APPROVED AS TO CONTENT:



D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Kelli Leisure, Senior Assistant City Attorney

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, medical professional liability coverage from Landmark Insurance Company, for which the total amount shall not exceed $16,939.74.

Item Summary

Medical Professional Liability coverage provides protection from the financial risks of practicing medicine, specifically the practice of administering vaccinations to the public. The City's current policy offers a $2,500 deductible with a limit of $1,000,000 for each occurrence, and a $3,000,000 aggregate, for a total premium of $14,846.89.

The renewal quote from Landmark Insurance Company, the only quote submitted, includes the same coverage as the current policy with a renewal premium of $16,939.74, an increase of 14%.

Carriers bind coverage on April 1, 2024, after notification of City Council approval. The inter-local agreement will be issued after premiums are received from the City. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are included in the approved FY 2023-24 Risk Management Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Med Mal reso
Med Mal

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, Medical Professional Liability coverage from Landmark Insurance Company, for a total amount not to exceed $16,939.74; and

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

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Landmark Insurance Company
February 26, 2024

Medical Professional Liability

Insurance Company:	Landmark Insurance Company, *A.M. Best Rated A+ XIV*
Policy Term:	04/01/2024 to 04/01/2025
Coverage:	Protects a health care provider for errors arising from the medical practice.
Annual Premium:	**$16,939.74**

Coverage Description	
Professional Services:	HEALTH CLINIC / PUBLIC HEALTH CLINIC
Form:	RSG 51043 0722 Medical Professional Liability Coverage Form Claims Made and Reported Basis - Broad
Retroactive Date:	February 08, 2021
Each Claim Limit:	$1,000,000
Aggregate Limit:	$3,000,000
	Deductible
Per Claim: $2,500	Applies to Indemnity and Expense

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:

Forms and Conditions

- RSG 56216 0822 Cryptocurrency Exclusion
- RSG 56203 0321 Exclusion - Correctional Medicine
- Mailing Address Endorsement
- RSG 54025 0405 Minimum Retained Premium
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 56191 0421 Opioid and Controlled Substance Exclusion
- RSG 99022 1022 State Fraud Statement
- RSG 54207 1022 Supplementary Coverages Endorsement (Broad)
- RSG 92008 0322 Texas - Service Of Suit (Landmark)
- RSG 99014 0823 Texas Important Notice
- RSG 99031 0409 Texas Surplus Lines Disclosure Notice
- RSG 56121 1222 Violation of Consumer Protection Laws Exclusion

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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Important Considerations

Terms and Conditions

- Claim Expenses In Addition to Limits of Liability - subject to $1,000,000 limit
- Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium
- Consent to Settle with no hammer clause
- Punitive Damages included
- Defendants Reimbursement Coverage ($500 per day / $5,000 agg)
- Defense of disciplinary proceedings: $25,000 sublimit
- HIPAA coverage: $100,000 sublimit
- Sexual abuse and molestation coverage: $250,000/$500,000 sublimit
- Good Samaritan coverage: $25,000 sublimit
- Damage or Loss to Patients Property: $500 per loss/$5,000 aggregate
- Evacuation Expense Coverage: $25,000 sublimit
- Legal/Media Expense Reimbursement: $25,000 sublimit

25% MINIMUM EARNED PREMIUM UPON BINDING.

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.

A. Advertising Liability means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. Oral or written publication of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business.

B. Bodily Injury means physical or mental harm, sickness or disease sustained by a person, including death resulting from any of these at any time.

C. Claim means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, **Claims** that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.

D. Claim Expense means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and includes:

1. Attorney fees;
2. Costs taxed against the Insured in any **Claim** defended by the Company;
3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;
4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit and only if said **Claims** are covered by the policy;
5. Reasonable expenses incurred by the Insured at the Company's request other than:
   a. Loss of earnings;
   b. Salaries or other compensation paid to the Insured or any employee of the Insured.

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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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.

E. **Damages** means compensatory judgment, award or settlement, including punitive or exemplary damages, except damages for which insurance is prohibited by law. **Damages** does not include disputes over fees, deposits, commissions or charges for goods or services.

F. **Policy Period** means the period of time stated in the Declarations or any shorter period resulting from policy cancellation or amendment to the policy.

G. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

H. **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission must have first taken place in order to be considered for coverage under this policy.

I. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate, including but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. Waste includes materials to be recycled, reconditioned or reclaimed.

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.

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MISCELLANEOUS MEDICAL BROAD FORM

Professional Liability

Dedicated to the wholesale specialty insurance market, RSUI offers a diverse line of products while providing the highest levels of service and expertise. Our specialized and experienced underwriters are empowered to make quick decisions and strive to build lasting relationships with our customers.

RSUI has the financial strength and stability to support our business partners through any market cycle. RSUI's strength is further substantiated by its long term parent company Alleghany Corporation (NYSE: Y).



Additional Advantages:

- Landmark American Insurance Company
- Limits capacity of $5,000,000
- Primary or excess capability
- Competitive minimum premiums
- Highest service standards in the industry
- Dedicated in-house claims professionals

Please refer to the policy for a complete description of coverage, exclusions, terms and conditions.

COVERAGES INCLUDED

- 60 day basic reporting period
- Full consent to settle - no hammer
- Punitive damage coverage (where insurable by Law)
- Claims expenses are in addition to the limits of liability
- Worldwide suit coverage
- Medical Director Coverage
- Defense of Disciplinary Proceedings coverage - $25,000
- Defendants Reimbursement coverage - up to $10,000
- HIPAA/HITECH Privacy fines and penalties - $100,000
- Sexual Abuse/Molestation coverage - $250,000 per claim/ $500,000 aggregate

Optional Coverages:

- Independent Contractors
- Ability to add coverage for physicians
- Cyber Coverage
- "Good Samaritan" Coverage - $25,000
- Evacuation Expenses - $25,000
- Patient Property Damage - $500
- Legal/Media Expenses - $25,000
- Aggregate Deductibles
- Indemnity only Deductibles

Report claims to: reportclaims@rsui.com

A+	A+	$1.8b
Superior	*Strong*	Statutory Surplus
A.M. Best Company	Standard and Poor's	12/31/2019
Outlook: Stable	Outlook: Stable	

Georgia
945 East Paces Ferry Road, Suite 1800
Atlanta, GA 30326-1160
phone 404.231.2366

RELATIONSHIPS | SERVICE | UNDERWRITING | INTEGRITY

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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AI# 12342
Regular City Council Meeting 5. 5.
03/05/2024:

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, property insurance from Zurich American Insurance Company in the amount of $50,000,000 coverage limit for the John T. Montford Dam, for a total premium in an amount not to exceed $263,588.00.

Item Summary

It is recommended that the City maintain a property insurance policy covering exposures to loss at the John T. Montford Dam at Lake Alan Henry. The City has maintained a policy since taking over the dam and reservoir ownership and operations in 2005, from the Brazos River Authority (BRA).

The City's current coverage for the dam is limited to $50 million with a deductible of $2 million, at a premium of $198,834 per year. This policy includes coverage for acts of terrorism except for domestic terrorism.

Zurich American Insurance Company was the sole company to provide a quote. The quote has a premium of $263,588, reflecting a 32.6% increase in the premium based on the current valuation of the dam.

Staff recommends purchase of an insurance policy for property insurance for the John T. Montford Dam, as quoted by Zurich American Insurance Company.

Carriers bind insurance coverage on April 1, 2024, 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 and may not be modified. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are included in the approved FY 2023-24 Risk Management Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Dam Reso
Dam

RESOLUTION

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

THAT the City Manager is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and Zurich American Insurance Company in the amount of $50,000,000 insurance coverage for Montford Dam, for a total premium in an amount not to exceed $263,588.00; and

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

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw/ccdocsII/Res.Risk Mgmt-Zurich American Ins.
February 26, 2024

John T. Montford Dam Property

Insurance Company:	Zurich American Insurance Company
Policy Term:	04/01/2024 to 04/01/2025
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:	**$263,588.00**

POLICY LIMIT OF LIABILITY

This Policy shall pay no more than **$50,000,000** for any one occurrence, subject to the following Sublimits of Liability and Annual Aggregate Limits of Liability. In no event shall this Policy's liability exceed the Limit of Liability above or the scheduled values as stated on Endorsement A – Schedule of Locations & Values Insured, whichever is less, in any one occurrence.

SUBLIMITS OF LIABILITY

The Policy shall pay no more than the following Sublimit(s) of Liability in any one occurrence.

NOTE: Coverage shall only apply for individual sublimits when a dollar amount is entered below. In no event shall these Sublimits of Liability increase the Policy Limit of Liability.

(1)	$ 50,000,000	Physical Damage Coverage to the Covered Property;
(2)	$ NCP	Loss of Revenue;
(3)	$ 50,000	Accounts Receivable;
(4)	NCP	Interruption by Civil or Military Authority;
(5)	$ 500,000	Expediting Expense;
(6)	$ 500,000	Extra Expense;
(7)	$ 5,000,000	Or **25%** of the amount of insured physical loss of or damage to Covered Property whichever is less - Debris Removal Coverage;
(8)	$ 100,000	Fire Department Service Charges;
(9)	NCP	Ingress and Egress;
(10)	$ 100,000	Loss Adjustment Expense;
(11)	$ 500,000	Newly Acquired Locations;
(12)	$ 1,000,000	Ordinance or Law / Demolition or Increased Cost of Construction;
(13)	$ 2,500,000	Transit - any one conveyance;
(14)	$ 25,000	Valuable Papers & Records;
(15)	$ 50,000,000	Terrorism

ANNUAL AGGREGATE LIMIT(S) OF LIABILITY

The maximum amount the Company will pay for loss or damage in any one occurrence, and/or in the aggregate annually for loss or damage from all occurrences, shall not exceed the following amounts:

(1)	$ 10,000,000	By the peril of **EARTHQUAKE**;
(2)	$ 10,000,000	By the peril of **FLOOD**;
(3)	$ 10,000,000	By the peril of **NAMED STORM**

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DEDUCTIBLES AND WAITING PERIOD(S)

From the amount of each claim for insured physical loss of or damage to Covered Property in any one occurrence, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Annual Aggregate Limits of Liability as stated above.

A.	**$**	**2,000,000**	Physical loss of or damage to Covered Property, unless otherwise shown below;
B.	**$**	**50,000**	Physical loss of or damage to **SURVEILLANCE EQUIPMENT***;
C.	**$**	**2,000,000**	As respects **EARTHQUAKE***;
D.	**$**	**2,000,000**	As respects **FLOOD***
E.	**$**	**2,000,000**	As respects **NAMED STORM***
F.		**NCP**	Waiting Period - Loss of Revenue

In the event that more than one deductible shown above or specified in any endorsement attached to this Policy shall apply to insured physical loss of or damage to Covered Property in any one occurrence, only the largest shall be applied.

If Loss of Revenue Coverage is provided under this Policy, the Waiting Period stated above will always be applied in addition to any dollar deductible stated for physical damage.

ADDITIONAL ENDORSEMENTS

	ENDORSEMENT NAME	FILL-IN INFO (IF ANY)
X	Schedule of Covered Property, U-CWP-0010-A	Per Addendum A
X	Cyber Exclusion, U-CWP-0117-A	-
X	Amendment to Covered Property CWP-120 (01/18)	NO COVERAGE IS PROVIDED FOR THE EMERGENCY SPILLWAY

CANCELLATION PROVISION 60 Days except 10 Days for nonpayment of premium

VALUATION

(1) Covered Property: The actual cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment. If not so replaced, loss shall be settled on an Actual Cash Value basis with proper deduction for depreciation and exclusive of profit and overhead.

(2) Transit: The invoice cost plus accrued shipping charges less shipper's liability, if any.

(3) Loss of Revenue: Actual loss sustained subject to the stated coverage and specified indemnity period.

OTHER QUOTE CONSIDERATIONS

(1) Zurich shall have the right to inspect property and operations at any reasonable time. Insured agrees to comply with any reasonable Risk Engineering recommendations to avoid a loss.

(2) **ADDENDUM A – SCHEDULE OF COVERED PROPERTY** provides a listing of all property to be covered under this indication and Policy. If a location is not listed it is not included in the coverage provided herein.

(3) **Coverage is subject to obtaining facultative reinsurance:** ☒ **YES** ☐ **NO**

(4) **Coverage is subject to satisfactory completion of Risk Enginering Recommendations including written responses to the Risk Impovement actions within 60 days of binding** ☒ **YES** ☐ **NO**

(5) **Renewal of this program is subject receipt of updated replacement cost valuation report no later than 1/31/2025 :** ☒ **YES** ☐ **NO**

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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.
Property Disclaimer: This policy insures against direct physical loss or damage to Real & Personal Property from a covered cause of loss and any resulting Loss of Revenue as more fully defined with the policy. It is your responsibility to notify USI's personnel, in writing, if these limits are not adequate to rebuild and/or replace, in today's dollars, your current building and contents. "Replacement cost" does not mean replace at any cost.
Terms & Conditions: Per Expiring Policy Form
PROPERTY EXCLUDED Aircraft; Rolling Stock; Watercraft; Land/Land Values; Electrical/Gas/Water or other transmission line and related plants and substations; Offshore Rigs & Platforms; Property sold under conditional sale; shipments by mail, parcel post and those shipments to and from Alaska or Hawaii; Overseas Shipments and others per the Policy. **EXCLUSIONS** Consequential Loss; Error/Omission or deficiency in design, plans, workmanship, specifications or materials; Wear & Tear; War; Nuclear; Mysterious Disappearance & Inventory Shortage; Employee Dishonesty, Fraud & Infidelity; Fungus; Pollution & Contamination; Asbestos; Normal Subsidence & Settling; Cyber Exclusion, and other per the Policy. **TERRORISM** Terrorism is offered as an option. If not the Named Insured elects not to purchase coverage a Terrorism exclusion shall attach to the Policy. **COVERAGE EXTENSIONS** Accounts Receivable; Transit; Extra Expense, Fire Department Service Charges; Debris Removal; Ordinance or Law / Demolition or Increased Cost of Construction; Loss Adjustment Expense; Ingress/Egress; Civil Authority; Valuable Papers and Newly Acquired Locations
ADDITIONAL INSURED(S) Shall include any entity where to whom the Named Insured is obligated by written contract or agreement to provide insurance or as those shown on ACORD Certificate of Insurance (or equivalent) issued by **USI SOUTHWEST, INC.**, copies of which will be forwarded, if requested, to the Company. The first Named Insured shown in 3. above shall be deemed the sole and irrevocable agent of each and every Insured hereunder for the purpose of giving and receiving notices to/from the Company, giving instruction to or agreeing with the Company as respects Policy alteration, for making or receiving payments of premium or adjustments to premium, and as respects the payment for claims.

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The following locations and / or structures are covered under this Policy:

LOCATION / STRUCTURE NUMBER	LOCATION / STRUCTURE NAME	SCHEDULED PHYSICAL DAMAGE LIMIT	SCHEDULED LOSS OF REVENUE LIMIT
1	JOHN T. MONTFORD DAM 3099 LAKE ALAN HENRY RD JUSTICEBURG, TX 79330	$90,000,000	NCP
**NO COVERAGE IS PROVIDED FOR THE EMERGENCY SPILLWAY- NCP			

	TOTAL SCHEDULED VALUES	$90,000,000	NCP

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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Insured Name: JOHN T. MONTFORD DAM CITY OF LUBBOCK TX
Policy Number:
Effective Date: 04/01/2024

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$13,588

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

U-GU-632-E CW (01/20)

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Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed $947,997.38.

Item Summary

Package liability insurance covers the following:

- General liability – protects an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as a result of using products manufactured or distributed by a business, or when someone is injured in the general operation of the business, other than an employee;
- Auto liability – protects an insured who is legally liable for bodily injury or property damage caused by an automobile;
- Employment practices liability – protects an insured in the event of legal actions resulting from charges of harassment, discrimination, wrongful termination of employment, defamation, and invasion of privacy;
- Employee benefits liability – protects an insured for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefits programs;
- Law enforcement liability – protects police officers for an allegation or actual false arrest, excessive force, and invasion of privacy, unless intentionally committed, as well as other civil rights violations; and
- Public officials' errors and omissions liability protects against liability exposure faced by public officials from wrongful acts, such as actual or alleged errors, omissions, misstatements, negligence, or breach of duty in their capacity as a public official or employee of the public entity.

The City purchases package liability insurance for all operations other than airport and pipeline liability. Coverage for airport and pipeline liability is covered in separate policies.

The current coverage is with Gemini Insurance Company, which includes a City self-insured retention of $500,000 and a Lubbock Power & Light self-insured retention of $1 million, for an annual premium of $842,023.13, for $3 million of coverage per occurrence, and aggregate of $6 million.

The renewal quote is for the same terms as the expiring coverage, at a premium of $947,997.38, a 12.6% increase over the current premium. The excess coverage was submitted independently of this coverage.

Carriers bind insurance coverage on April 1, 2024, 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 included in the approved FY 2023-24 Risk Management Budget.

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

Attachments

Pkg reso
Pkg

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, package liability insurance coverage from Gemini Insurance Company, for which the premium amount shall not exceed $947,997.38; 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw/RES.Risk Mgmt-Gemini Ins.
February 26, 2024

Government Casualty Package

Insurance Company: Gemini Insurance Company
Policy Term: 04/01/2024 to 04/01/2025
Coverage: Provides coverage for claims arising from an insured's liability due to damage or injury to others during performance of their duties or business. The loss can be reported years later, but the key is when it happened.
Annual Premium: **$947,997.38**

Coverage	Limits	
A – General Liability	Each Occurrence: Aggregate:	$3,000,000 $6,000,000
B – Law Enforcement Activities	Each Wrongrul Act: Aggregate: **(Included in A – General Liability Aggregate)**	$3,000,000 $6,000,000
C – Public Officials, Employment Practices & Employee Benefits Liability C.1. Public Officials Liability C.2. Employment Practices Liability C.3. Employee Benefits Liability	Aggregate: Each Claim: Each Claim: Each Claim:	$6,000,000 $3,000,000 $3,000,000 $3,000,000
D – Limited Sexual Misconduct Incident Liability	Each Claim: Aggregate: **(Included in C. Public Officials, Employment Practices & Employee Benefits Liability Aggregate)**	$2,000,000 $2,000,000
E – Automobile Liability	Each Occurrence:	$3,000,000
F – Crisis Management Expense	Each Occurrence: Aggregate:	$35,000 $35,000
Self-Insured Retention	**Limits**	
A – General Liability	Each Occurrence:	$500,000
B – Law Enforcement Activities	Each Wrongful Act:	$500,000
C – Public Officials, Employment Practices & Employee Benefits Liability C.1. Public Officials Liability C.2. Employment Practices Liability C.3. Employee Benefits Liability	 Each Claim: Each Claim: Each Claim:	 $500,000 $500,000 $500,000
D – Limited Sexual Misconduct Incident Liability	Each Claim:	$500,000
E – Automobile Liability	Each Occurrence:	$500,000
Retroactive Date		
C – Public Officials, Employment Practices & Employee Benefits Liability C.1. Public Officials Liability C.2. Employment Practices Liability C.3. Employee Benefits Liability		 09/10/1999 09/10/1999 09/10/1999
D – Limited Sexual Misconduct Incident Liability		10/01/2020

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Optional Extended Reporting Period: (If exercised in accordance with Section VII)
Coverage Section:
C - Public Officials, Employment Practices & Employee Benefits Liability Additional Premium: 100% of Annual Premium Additional Period: 12 months
D - Limited Sexual Misconduct Incident Liability Additional Premium: 200% of Annual Premium Additional Period: 12 months

Minimum Earned Premium at Inception:	35 %
Optional Terrorism Premium:	$10,500
Claims Administrator:	Self-Administer

Designated Dam, Reservoir, Spillway, Levee Sub-limited Coverage		
Schedule:		
Limits of Insurance		
	Each Occurrence Limit:	$3,000,000
	Aggregate Limit:	$3,000,000
Description of Dam(s), Reservoir(s), Spillway or Levee(s): Refer to schedule on file with company		

Designated Entity – Separate Limits		
Schedule:		
Designated Entity: Lubbock Power and Light (LP&L)		
The policy is amended to add the following: The Limits of Insurance and Retained Limits of Insurance stated on the Declarations do not apply to any claims arising out of or related to the operations of the entity named on the above Schedule. The Limits of Insurance and Retained Limits of Insurance that apply to all claims arising out of or related to the operations of the entity named on the above Schedule are stated below and are separate from, not in addition to, the Limits of Insurance and Retained Limits of Insurance stated on the Declarations.		
LIMITS OF INSURANCE – DESIGNATED ENTITY		
A – General Liability	Each Occurrence	$2,000,000
	All Coverages – Policy Aggregate Limit	$2,000,000
RETAINED LIMITS OF INSURANCE – DESIGNATED ENTITY		
A – General Liability	Each Occurrence	$1,500,000

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Exception for Failure to Supply Exclusion – Limited Coverage	
Schedule:	
FAILURE TO SUPPLY WATER	
Limits of Insurance	
Each Occurrence Limit:	$1,000,000
Aggregate Limit **(included in General Liability Aggregate):**	$1,000,000
Retained Limit	
Each Occurrence:	$500,000
FAILURE TO SUPPLY SEWERAGE SERVICE	
Limits of Insurance	
Each Occurrence Limit:	$1,000,000
Aggregate Limit **(included in General Liability Aggregate):**	$1,000,000
Retained Limit	
Each Occurrence:	$500,000
FAILURE TO SUPPLY ELECTRICITY SERVICE	
Limits of Insurance	
Each Occurrence Limit:	$1,000,000
Aggregate Limit **(included in General Liability Aggregate):**	$1,000,000
Retained Limit	
Each Occurrence:	$1,500,000

Fire Damage Legal Liability to Premises Rented to You	
Schedule:	
FIRE DAMAGE LEGAL LIABILITY LIMITS	
Limits of Insurance	
Each Occurrence Limit:	$1,000,000
Aggregate Limit **(included in General Liability Aggregate):**	$1,000,000
Retained Limit	
Each Occurrence:	$500,000

Texas Uninsured/Underinsured Motorists Coverage	
Schedule:	
	Limit of Insurance
Uninsured/Underinsured Motorist Coverage	Each Accident: $500,000
Retained Limit	Each Accident: $500,000

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Audit Provisions

Description	Minimum & Deposit Premium
* Audit based on Exposures	$331,799.08 / $947,997.38

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:	
Forms and Endorsements:	
BPE 8000 09/22	Public Entity Retained Limits Policy Declarations
BPE 8002 08/22	Berkley Public Entity Premier Schedule of Forms and Endorsements
BPE 8001 12/23	Berkley Public Entity Premier Public Entity Retained Limit Form
BPE 8200 09/22	Signatures
BPE 8202 01/23	Service of Suit
BPE 8203 09/22	Exclusion of Certified Acts of Terrorism
BPE 8204 09/22	Cap on Losses from Certified Acts of Terrorism
BPE 8213 05/23	Biometric Information Exclusion
BPE 8300 09/22	Absolute Aircraft and Aviation Operations Exclusion
BPE 8306 09/22	Claim Expenses In Addition to Limits - Automobile Liability Coverage
BPE 8308 09/22	Claim Expenses In Addition to Limits - General Liability and Law Enforcement Activities Coverages
BPE 8310 09/22	Claim Expenses In Addition to Limits - Public Official, Employment Practices Liability and Employee Benefits Liability Coverage
BPE 8315 09/22	Designated Dam, Reservoir, Spillway, Levee Sublimited Coverage
BPE 8317 09/22	Designated Entity - Separate Limits
BPE 8325 01/23	Exception to Failure to Supply Exclusion - Limited Coverage
BPE 8326 09/22	Fire Damage Legal Liability to Premises Rented to You
BPE 8350 01/23	Specified Automobile Liability Exclusion
BPE 8605 09/22	Additional Insured - Designated Person or Organization General Liability Coverage
BPE 8606 03/23	Additional Insured - When Required by Written Contract - General Liability Coverage
BPE 8705 11/22	Texas Uninsured and Underinsured Motorists Coverage
IL P 001 01/04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
LOSS Notice 01/23	Loss Notice
RRE Notice 01/23	RRE Loss Notice

Excluded coverage may be available for an additional premium.

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

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TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Policy Number:	**Policy Effective Date:** 04/01/2024
Company: Gemini Insurance Company	**Producer:** USI Southwest, Inc.
Applicant/Named Insured: City of Lubbock	

Texas law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured/Underinsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations page(s) and/or Schedule(s) for complete information on the coverages you are provided.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, Uninsured/Underinsured Motorists Coverage will be afforded at limits at least equal to: (1) split limits of $30,000 for each person, subject to $60,000 for each accident with respect to bodily injury, and $25,000 with respect to property damage; or (2) a combined single limit of $85,000 for each accident, but you may select optional higher limits.

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Proposal date: 02/22/2024 Prepared for City of Lubbock
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Please indicate your choice from either **A.** or **B.** as follows:

A. Selection Of Uninsured/Underinsured Motorists Coverage Limits

If you wish to select Uninsured/Underinsured Motorists Coverage, you may do so by initialing next to the appropriate item(s) and signing below. Please note that we only offer Uninsured/Underinsured Motorists Coverage limits up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____ **I select Uninsured/Underinsured Motorists Coverage at the following limit(s):**

(Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following):

(Initials)	Split Limits Bodily Injury	(Initials)	Property Damage	OR	(Initials)	Combined Single Limit
_____	$ 30,000/60,000	_____	$ 25,000		_____	$ 85,000
_____	50,000/100,000	_____	50,000		_____	100,000
_____	100,000/300,000	_____	100,000		_____	250,000
_____	250,000/500,000	_____	_____ (Other)		_____	350,000
_____	500,000/1,000,000				_____	500,000
_____	_____ (Other)				_____	1,000,000
					_____	_____ (Other)

_____ _____

Signature Of Applicant/Named Insured **Date**

B. Rejection Of Uninsured/Underinsured Motorists Coverage

If you wish to reject Uninsured/Underinsured Motorists Coverage, you may do so by initialing and signing below.

_____ **I reject Uninsured/Underinsured Motorists Coverage.**

(Initials)

_____ _____

Signature Of Applicant/Named Insured **Date**

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES 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 YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of $16,650.00
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

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Non-Admitted Carrier Notification

At your direction, we have placed your Government Package with Gemini Insurance Company effective 04/01/2024. This insurance company is not licensed as an admitted carrier by the State of TX. Insurance statutes permit placement of coverage with non-admitted carriers.

Each insurer must meet certain eligibility criteria, including regulation for solvency. In case of insolvency, payment of claims may not be guaranteed. Non-admitted carriers are not covered by the state guaranty fund. Therefore, the state guaranty fund will not compensate a qualified insured if the insurance carrier goes bankrupt and cannot pay claims.

We are providing you with the above information so you can make an informed decision as to whether you wish to continue your coverage with the above insurance carrier.

In the event you choose to remain with the above insurance carrier, please sign below and return this letter to our office. If we do not hear from you within 10 days, we will assume that you want to maintain coverage with this non-admitted carrier.

AGREED: (must be signed by owner or corporate officer)

_____ City of Lubbock, has reviewed and acknowledged the above.

By: _____ Date: _____

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Information

Agenda Item

Resolutions - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase, for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $19,305; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,626; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed $18,131.

Item Summary

Inland marine coverage insures direct physical loss for special classes such as fine arts, sound and broadcasting equipment, and radio towers, at stated values.

The City's current inland marine insurance includes coverage for Broadcasting and Media equipment, Instrumentalities of Communication, and Fine Arts with a deductible of $2,500 and a policy premium of $17,065. The renewal quote of $19,305 reflects a 13% increase in the premium from FY 2023-24.

Pipeline liability coverage protects the City in case of an explosion of the City's gas pipeline.

The City's current pipeline liability insurance coverage is provided by Federal Insurance Company, Chubb Group, with a premium of $5,150 for $2 million in coverage, with a $2,500 deductible. This premium and coverage remains unchanged for the 2024-25 policy period.

Crime coverage insures the loss of monies and securities from employee dishonesty, forgery or alteration, theft, disappearance, destruction, computer fraud, and funds transfer fraud.

The City's current policy consisting of $2 million in coverage, a $50,000 deductible and $250,000 Social Engineering coverage, for a premium of $7,577. The renewal quote of $7,626 reflects a slight increase in the premium from FY 2023-24.

Drone liability insurance covers liability claims that the City is legally obligated to pay, for bodily injury and property damage caused by commercial unmanned aerial vehicles (UAV) operation. Drone hull coverage includes the costs of physical damage to the UAV.

The insurance policy has $1 million in coverage for drone liability insurance, and ranges from $400 to $6,500 in hull coverage for unmanned aerial vehicles (UAV). The policy includes a 5% deductible, for a renewal premium of $18,131, a 76% increase from the current year's premium of $10,305. Growth of the City's fleet is responsible for this difference in the premium.

Carriers bind insurance coverage on April 1, 2024, after notification of City Council approval. Insurance policies are issued once the insurance company receives from the City, the premium for the insurance

coverage, and are approved by the Texas Department of Insurance as to content. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are included in the approved FY 2023-24 Risk Management Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution
Quote - Inland Marine
Quote - Pipeline
Quote - Crime
Quote - Drone

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, inland marine insurance coverage from Travelers Lloyd's Insurance Company, for which the premium amount shall not exceed $19,305.00; pipeline liability insurance coverage from Federal Insurance Company, for which the premium amount shall not exceed $5,150.00; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $7,626.00; and drones hull and liability coverage from Global Aerospace, Inc., for which the premium shall not exceed $18,131.00; 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocsII/RES.Risk Mgmt-Travelers Lloyds Ins.
February 26, 2024

Inland Marine

Insurance Company:	Travelers Lloyds Insurance Company
Policy Term:	04/01/2024 to 04/01/2025
Coverage:	Inland Marine provides coverage to mobile or specialized types of property such as construction equipment, medical diagnostic equipment, fine arts, and a wide variety of other types of property.
Annual Premium:	**$19,305.00**

FINE ART - MUSEUM
CM T1 42 Museum Coverage Form

Location Level Conditions, Coverage and Limits

Location: 1 **Building:** 1
Address:
Per schedule on file with us
Lubbock, TX
Description of Premises:
Various locations owned or operated by you per schedule on file with Company.

Coverage	Limit of Insurance	Annual Rate	Annual Premium
Property at your premises	$6,099,392	$0.1910	$11,650
Flood	No Coverage		
Earth Movement	No Coverage		

Location: 3 **Building:** 3
Address:
Exhibits at your premises

Description of Premises:
Exhibits at your premises.

Coverage	Limit of Insurance	Annual Rate	Annual Premium
Property at your premises	$250,000	Included	Included
Flood	No Coverage		
Earth Movement	No Coverage		

Coverage Level Conditions, Coverage and Limits

Property at any other location	$500,000
Property in transit	$250,000

Deductible: $2,500

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Valuation

Current Market Value

Additional Coverages	Limit of Insurance
Debris Removal	Up to 25% / $25,000
Pollutant Cleanup and Removal	Up to $25,000
Parcel Post and Registered Mail	Up to $1,000 per package / $25,000 per occurrence
Expediting Expenses	Up to $25,000
Inventory, Appraisals and Loss Adjustment Expenses	Up to $10,000
Fire Department Service Charges	Up to $5,000
Refilling of Fire Protective Devices	Up to $5,000
U.S. Indemnity Deductible Coverage	Up to $400,000
Currency Fluctuation	Included
Pairs and Sets	Included

Other Terms and Conditions

CM T3 54 – Earth Movement Exclusion
CM T3 56 – Flood Exclusion

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COMMUNICATIONS COVERAGE
Communications Coverage Form CM T2 45

COVERAGE AND LIMITS OF INSURANCE

Communications Towers

Covered Property consists of the following when indicated by an 'X' below:

[ ] Scheduled Towers:

[ ] As shown on the Communications Towers Schedule.
[ ] As shown on the most current schedule on file with us.
The amount shown for each tower on the applicable schedule is the Limit Of Insurance applying to that tower.

Total Limit Of Insurance For All Scheduled Communications Towers:

[ ] Unscheduled Towers:

Total Limit Of Insurance For All Unlisted Towers:
Limit Of Insurance For Any One Unlisted Tower:
Limit Of Insurance For Any One Location:
Description Of Location Or Unlisted Towers:

Total Limit Of Insurance For All Scheduled And Unscheduled Communications Towers:

Transmitting Or Receiving Equipment At A Premises

Covered Property consists of the following when indicated by an 'X' below:

[X] Scheduled Equipment:

[ ] As shown on the Transmitting Or Receiving Equipment Schedule.
[X] As shown on the most current schedule on file with us.
The amount shown for each item of equipment on the applicable schedule is the Limit Of Insurance applying to that item of equipment.

Total Limit Of Insurance For All Scheduled Transmitting Or Receiving Equipment:	$167,933

[X] Unscheduled Equipment:

Total Limit Of Insurance For All Unlisted Equipment:	$715,423
Limit Of Insurance For Any One Unlisted Equipment Item:	$6,000
Limit Of Insurance For Any One Location:	$690,000
Description Of Location Or Unlisted Equipment:	
Scheduled equipment at Silent Wings Museum and Buddy Holly Center. Unscheduled equip from Tarpley Media Systems	

Total Limit Of Insurance For All Scheduled And Unscheduled Transmitting Or Receiving Equipment:	**$883,356**

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Mobile Or Portable Transmitting Or Receiving Equipment

Covered Property consists of the following when indicated by an 'X' below:

[ ] Scheduled Mobile Or Portable Equipment:

[ ] As shown on the Mobile Or Portable Equipment Schedule.
[ ] As shown on the most current schedule on file with us.
The amount shown for each item of mobile or portable equipment on the applicable schedule is the Limit Of Insurance applying to that item of mobile or portable equipment.

Total Limit Of Insurance For All Scheduled Mobile Or Portable Equipment:

[X] Unscheduled Mobile Or Portable Equipment:

Total Limit Of Insurance For All Unlisted Mobile Or Portable Equipment:	$883,356
Limit Of Insurance For Any One Unlisted Mobile Or Portable Equipment Item:	$6,000
Limit Of Insurance For Any One Location:	$690,000

Description Of Location Or Unlisted Mobile Or Portable Equipment:
Scheduled equipment at Silent Wings Museum and Buddy Holly Center. Unscheduled equip from Tarpley Media Systems.

Total Limit Of Insurance For All Scheduled And Unscheduled Mobile And Portable Equipment:	**$883,356**

Total Limit Of Insurance For All Covered Property

The most we will pay in any one occurrence for all Covered Property shown in this proposal:
$1,598,779

DEDUCTIBLE

Deductible applying to all covered loss or damage unless a more specific Deductible for the covered loss or damage is shown in the Communications Deductible Schedule or elsewhere in this proposal:
$2,500

VALUATION: Actual Cash Value

COINSURANCE

The following coinsurance applies when indicated by an 'X':
[ ] 100% [ ] 90% [ ] 80% [X] No Coinsurance Applies

REPORTS AND PREMIUM:

Minimum Earned Premium:	None
Non-Reporting or Reporting applies as indicated by an 'X' below.	
[X] Non-Reporting:	$7,655 Premium
[ ] Reporting:	See Communications Reporting Endorsement

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Coverage Extensions	Limit of Insurance
Expediting Expenses:	$25,000
Fine Art:	$50,000
Fire Protection Systems:	$75,000
Newly Acquired Or Constructed Property:	$250,000
Personal Effects:	$2,500
Tower Collapse Damage To Buildings That Are Not Covered Property:	$25,000
Tuning Of Towers:	$50,000
Valuable Papers And Records:	$50,000

Additional Coverages	
Claim Data Expense:	$5,000
Debris Removal Increased Limit:	$25,000
Fire Or Police Department Service Charge:	$25,000
Ordinance Or Law:	$100,000
Pollutant Clean Up And Removal – Annual Aggregate:	$15,000
Preservation Of Property Expense:	$25,000
Reward Coverage	
25% of covered loss up to maximum of:	$2,500

Other Terms and Conditions

CM U5 77 – Limited Coverage for Fungus, Wet Rot and Dry Rot
$10,000

OTHER FORMS

CM U6 17 Electronic Vandalism Limitation and Other Changes (CM U1 64 in NY); 10,000 Aggregate Limit
CM U6 41 Digital Assets Exclusions – Digital Currency and Non-Fungible Tokens
IL T3 82 Exclusion of Loss Due to Virus or Bacteria (IL F0 63 in NY, IL F0 64 or IL E0 94 in AK)
IL T4 12 Amendment Of Common Policy Conditions – Prohibited Coverage – Unlicensed Insurance And Trade Or Economic Sanctions (IL F1 23 in MD, IL F1 24 in AK)
IL T4 14 Cap On Losses From Certified Acts Of Terrorism
IL T3 55 Exclusion of Certain Computer Related Losses Due to Dates or Times (IL F0 22 in TX)

PREMIUM SUMMARY

Coverage	Premium
Communications	$7,655
Fine Art Museums	$11,650
Account Total	**$19,305**

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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Federal Terrorism Risk Insurance Act Disclosure

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury — in consultation with the Secretary of Homeland Security and the Attorney General of the United States — to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage and is listed below. Such charges do not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Coverage	Included Charge For Insured Losses
Commercial Inland Marine	1% of the Commercial Inland Marine Coverage premium.

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Pipeline Liability

Insurance Company: Federal Insurance Company
Policy Term: 04/01/2024 to 04/01/2025
Coverage: Provides coverage for claims arising from an insured's liability due to damage or injury to others during performance of their duties or business. The loss can be reported years later, but the key is when it happened.
Annual Premium: **$5,150.00**

General Liability Coverage - Occurrence	Limit
Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products and Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises (Each Occurrence)	$1,000,000
Medical Expense	$10,000
Deductible	$2,500

Schedule of Exposures

Class Code	ST	Description	Basis	Exposure *
00161	TX	Pipeline - Over 4 outside Diameter	Each Mile	7
97223	TX	Machinery Or Equipment-installation	Payroll	If Any

Additional Coverage:

Non-Owned Aircraft (under 40 feet)
Automatic Coverage for Newly Acquired Organizations (120 Days)
Incidental Medical Malpractice
Limited Worldwide Coverage
Host Liquor Liability
Operating Agents/Carried Interest/Non-Operating Working Interest
Terrorism Provision
Limitation to Designated Premises Project
Designated Organization – Power-Tex Pipeline
Power-Tex Pipeline – Additional Insured

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Exclusions:

Information Distribution
Pollution
Radioactive Material
Architects, Engineering or Surveyors Professional
Loss of Use of Electronic Date
Asbestos Contamination
Employment Related Practices
Water Operations
Underground Resources & Equipment Hazard
Nuclear Energy

Key Endorsements, Limitations, Warranties and Exclusions include, but are not limited to, the following:		
Description	**Limit**	**Deductible**
Employee Related Practices Exclusion		
Employees as Insureds		
Designated Premises Or Project		
Designated Person or Organizations		
Cov-Product Withdrawal Expenses & Crisis Assistance	$50,000	
Exclusion - Engineers, Architects or Surveyors Professional Liability		
Radioactive Matter Exclusion		
Exclude Total Pollution With A Hostile Fire Exeption		
Recall of Products, Work or Impaired Property		
Exclude Workers' Compensation or Similar Laws		
Terrorism Included		
Exclusion - Information Laws, Including Unauthorized Or Unsolicited Communications		
Exclusion - Asbestos, Silica Dust, Toxic Substance		
Exclusion - Asbestos		
Explosion, Collapse, and Underground PD Hazard Specified Ops Excl		
Exclusion - Premises Or Operations In, Over, Under Or Upon Any Water		
Exclusion - Electronic Data		
Alcoholic Beverage Tax Exclusion		
Exclusion Access or Disclosure of Confidential or Personal Information and Data Related With Limited Bodily Injury Exception		
Exclusion-War		
Exclusion - Enhancement, Maintenance or Prevention Expenses		
Intellectual Property Laws or Rights Exclusion		
Exclude Nuclear Energy		

Excluded coverage may be available for an additional premium.

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

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Premium Summary

Coverage	Minimum Earned Premium	Expiring Term Premium	Proposed Term Premium
Inland Marine[1]		$17,665.00	$19,305.00
Pipeline Liability		$5,150.00	$5,150.00
Drones – Hull & Liability[2]		$10,305.00	$18,131.00
Crime		$7,577.00	$7,626.00
Government Casualty Package (COL & LP&L – Excluding Excess)	35%	$808,447.13	$947,997.38
Medical Professional Liability[3]	25%	$16,945.39	$16,939.74
Workers Compensation (Total Contribution)[4]		$1,682,228.00	$1,870,994.44
TOTAL ESTIMATED ANNUAL PREMIUM		**$2,548,317.52**	**$2,886,143.56**

1) 2023/2024 – Fine Arts Total Insured Value: $5,552,229
   2024/2025 – Fine Arts Total Insured Value: $6,099,392
   Delta: 9.8% change in Fine Arts Values; 9.2% Increase in Premium
2) 2023/2024 – 16 Drones for a Total Insured Value of $62,900
   2024/2025 – 26 Drones for a Total Insured Value of $112,800
   Delta: 62.5% Increase in Unit Counts; 79.3% Increase in Values; 75.9% Increase in Premium
3) 2023/2024 Number of Patient Encounters: 5,000
   2024/2025 Number of Patient Encounters: 5,000
   Delta: 11% Increase in Patient Encounters; 16% Increase in Premium
4) 2023/2024 – Total Payroll:$176,448,321 w/ 0.52 Experience Modifier
   2024/2025 – Total Payroll:$192,786,414 w/ 0.53 Experience Modifier
   Delta: 9.26% Increase in Payroll; 11.2% Increase in Premium including estimated out of pocket deductible expense at a $25,000 Deductible. **Premium Above does not include $100,000 Loss Fund Deposit**

Terrorism Option: Due to the Terrorism Risk Insurance Act of 2002, you now have the right to purchase coverage for losses arising out of the Acts of Terrorism, as defined in Section 102 (1) of the act. Under Federal Law you may purchase this terrorism coverage for an additional premium as follows. Please note the additional premium is not included in the above quote. We will require written confirmation at the time of binding if you elect or reject this coverage.

Coverage	Additional Premium
Inland Marine	1%
Pipeline Liability / Drone Package / Crime	Included
Government Package	$16,650 + Taxes & Fees

Binding Requirements:
- "Client Authorization To Bind" signed by the insured
- Signed TRIA Form
- Signed UM/UIM Forms

Payment Terms:
- Agency Bill – Full Pay

Note:
In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.
Higher limits may be available. Please contact us if you would like a quote for higher limits.

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Crime Coverage

Insurance Company: Travelers Casualty & Surety Co. of Amer
Policy Term: 04/01/2024 to 04/01/2025
Coverage: **Travelers Crime coverage** offers multiple insuring agreements to provide protection for exposures such as loss from forgery or alteration, employee dishonesty, loss of money and securities and reimbursement for claim expenses.
Annual Premium: **$7,626.00**

Coverage Description	Limit	Retention
A – Fidelity		
1. Employee Theft	$2,000,000	$50,000
2. ERISA Fidelity	Not Covered	
3. Employee Theft of Client Property	Not Covered	
B – Forgery or Alteration	$2,000,000	$50,000
C – On Premises	$2,000,000	$50,000
D – In Transit	$2,000,000	$50,000
E – Money Orders and Counterfeit Money	$2,000,000	$50,000
F – Computer Crime		
1. Computer Fraud	$2,000,000	$50,000
2. Computer Program and Electronic Data Restoration Expense	Not Covered	
G – Funds Transfer Fraud	$2,000,000	$50,000
H – Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	Not Covered	
2. Identity Fraud Expense Reimbursement	Not Covered	
I – Claim Expense	$5,000	$0
Social Engineering Fraud	$250,000	$50,000

Insured's Premises Covered: *Worldwide*

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
Crime Policy Aggregate Limit of Insurance: N/A

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.
Computer Fraud – Theft of money, securities or property by computer to fraudulently transfer covered property from your premises or bank to another person or place outside of your premises
Employee Theft Coverage – Covers loss of or damage to money, securities and other property caused by employee dishonesty
Forgery or Alteration – Covers losses resulting from forgery or alteration of checks or covered instrument
Inside the Premises – Theft of Money and Securities - Covers losses by theft, disappearance or destruction
Inside the Premises – Robbery or Safe Burglary of Other Property – Covers the robbery of a custodian and safe burglary
Outside the Premises – Covers losses in the care and custody of a messenger or armored car

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Applicable Forms & Endorsements	
Policy Forms	
CRI-2001-0109	Crime Declarations Page
CRI-3001-0109	Crime Policy Form
Endorsements	
ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
CRI-19001-1111	Government Entity Crime Coverage Without Individual Exclusion Endorsement *Employee Theft Per Loss Coverage Limit* *$2,000,000* *Employee Theft Per Loss Coverage Retention* *$50,000*
CRI-19062-0713	Sponsored Plan Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage And Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19095-0517	Replace Insuring Agreement E. Money Orders And Counterfeit Money Endorsement
CRI-19096-0517	Amend Discovery And Amend Termination As To An Employee Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-19134-0623	Replace Consolidation, Merger Or Purchase Of Assets And Acquisitions General Agreements Endorsement
CRI-4019-0911	Texas Changes Endorsement
CRI-5044-0613	Texas Cancellation or Termination Endorsement
CRI-7053-0109	Extend Premises to Entire Plot of Ground Under Insured's Control Endorsement
CRI-7059-0109	Amend Definition of Employee Endorsement
CRI-7101-0109	Amend Definition of Employee to Include Independent Contractor Endorsement
CRI-7126-0109	Government Entity Crime Endorsement - Faithful Performance of Duty *Single Loss Limit* *$2,000,000* *Single Loss Retention* *$50,000*
CRI-7224-0517	Tax Liability Endorsement
Forms and Conditions	

Settlement Basis

- Money – Face value
- Securities – Value on the day the loss was discovered
- Property – Cost to repair or replace

Discovery Period – Pays only for covered loss discovered no later than one year from the end of the policy period

Records – You must keep records of all covered property to verify the amount of the loss

Duties In The Event Of A Loss – Notify us as soon as possible, cooperate with investigation & settlement

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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Drones – Hull & Liability Package

Insurance Company: Global Aerospace, Inc.
Policy Term: 04/01/2024 to 04/01/2025
Coverage: We will pay claims, for those sums that you become legally obligated to pay as damages, for bodily injury and property damage, resulting from the ownership, maintenance or use of the aircraft.
Annual Premium: **$18,131.00**

Aircraft Schedule:	Unmanned Aircraft System	Serial Number	Insured Value
	2018 DJI Mavic Pro	08QCEBD022A5UA	$400
	2019 DJI Mavic 2 Pro	163CGALR0A3VAC	$1,600
	2020 DJI Mavic 2 Enterprise Zoom	276DF9N0012R9J	$2,900
	2020 DJI Mavic Mini 2	3Q4CH9B0030Q1L	$700
	2016 DJI Phantom 4	FA3WX3ALP3	$1,500
	2013 DJI Inspire 1	W13DC105040108	$3,000
	2018 DJI Phantom 4 PRO	07JDF270020089	$5,500
	2019 Yuneec Typhoon	YU18210989B12A01	$1,500
	2020 Parrot S.A. Anafi Thermal	PI040445AC9J003317	$1,800
	2020 Mavic 3	1581F4QZB21BT1BE024A	$4,700
	2022 Autel Robotics EVO II PRO	HV2921341136	$4,250
	2021 DJI Mavic 2 Enterprise	4GCCJ58R0A09E5	$6,500
	2021 DJI Mavic 2 Enterprise	4GCCJ61R0A09D8G	$6,500
	2021 DJI Mavic 2 Enterprise	4GCCJ4GR0A071Q	$6,500
	2021 DJI Mavic 2 Enterprise	4GCCJ61R0A0D8A	$6,500
	2021 DJI Mavic 2 Enterprise	4GCCJ58R0A09FC	$6,500
	2022 Autel Robotics EVO II PRO	HV2921341089	$3,750
	2022 DJI Mavic 2 Enterprise	4GCCK67R0B0HVK	$6,500
	2023 DJI AVATA	1581F4QWB229G003018K	$2,500
	2023 DJI AVATA	1581FQWB22B4003017S	$2,500
	2023 DJI Mavic 3T	1581F5FJD233Q00D60ND	$6,500
	2023 DJI Mavic 3T	1581F5FJD234600D7GBS	$6,500
	2023 DJI Mavic 3T	1581F5FJD233V00DML1J	$6,500
	2023 DJI Mavic 3T	1581F5FJD238A005VP4	$6,500
	2023 DJI Mavic 3T	1581F5FJD238C00DJ219	$6,500
	2023 DJI Mavic 3T	151F5FJD233900D2P33	$6,500

Deductible: *5% In Motion / 5% Not in Motion*

Approved Pilots: Any pilot as approved by the Named Insured, provided each pilot is appropriately licensed for the flight being conducted.

Purpose of Use: *Law Enforcement, Fire Fighting/Support, and CML Photography/Videography*

Limits of Liability:	Coverage	Limit

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Liability Coverage, each occurrence	$1,000,000
Personal Injury, each occurrence/aggregate	$1,000,000
Non-Owned Aircraft Liability - UAS	$1,000,000
Fire Legal Liability, each occurrence	$100,000
Medical Expense Coverage, each occurrence	$5,000
Liability for Sale of Aircraft, Aircraft Parts or Services	$1,000,000
Premises Coverage	$1,000,000
Contractual Liability	$1,000,000
War and TRIA	Included

Premium Overview

Description	Expiring Premium	Renewal Premium
Hull Premium	$5,121	$9,756
Liability Premium	$5,184	$8,375
Total Annual Premium:	$10,305.00	**$18,131.00**

Note:

- Expiring hull premium was based on $62,900 total insured value vs. this year's total insured value of $112,800
- 79.3% increase in Hull Values; 75.9% increase in Premium

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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AI# 12347
Regular City Council Meeting 5. 8.
03/05/2024:

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Municipal League Intergovernmental Risk Pool, for which the total amount shall not exceed $1,970,994.44.

Item Summary

The City is required by the Labor Code to provide workers' compensation benefits to all municipal employees. The City extends workers' compensation benefits to elected officials, board members, and volunteers, to limit liability exposure. Workers' compensation provides medical care and lost wages, on a no-fault basis.

The City currently purchases workers' compensation coverage from the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) on a deductible pla,n in which the City pays a discounted premium of $1,682,288 for a one-time payment, plus a $100,000 deductible deposit. At the end of each month, the City reimburses TMLIRP for any claims that do not meet the deductible of $25,000. The current year's contribution for workers' compensation insurance is $1,782,288, a 10.6% increase over the expiring policy.

Staff recommends TMLIRP continuing this plan of a $25,000 deductible plan with a single annual payment of $1,870,997.44, plus the $100,000 deductible deposit and monthly reconciliation for claims which do not meet the $25,000 threshold. The total proposed contribution for workers' compensation insurance is $1,970,994.44.

Carriers bind coverage on April 1, 2024, after notification of City Council approval. The inter-local agreement will be issued after premiums are received from the City. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are included in the approved FY 2023-24 Risk Management Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

WC Reso
WC

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, workers' compensation coverage from the Texas Municipal League Intergovernmental Risk Pool, for a total amount not to exceed $1,970,994.44; and

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

Passed by the City Council this _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

RES.Risk Mgmt-Municipal League Risk Pool
February 26, 2024

Workers' Compensation

Insurance Company: Texas Municipal League
Policy Term: 04/01/2023 to 04/01/2024
Coverage: **Part One** – Workers' Compensation agrees to pay the benefits required under the applicable State's Workers' Compensation Law.

Part Two – Employers Liability for work-related injuries or disease other than that which is imposed by a state Workers' Compensation Law.

Part Three – Other States. States in which you have no exposure on the policy inception date, but in which you may have a temporary or future worksite or exposure in during the policy term. If listed, statutory benefits will apply as if the state were listed in Part One.

Total Contribution: **$1,870,994.44 + $100,000.00 Loss Deposit Fund**

Coverage Description	Limit
Employers Liability - Each Accident	$1,000,000
Employers Liability - Disease (Policy Limit)	$1,000,000
Employers Liability - Disease (Each Employee)	$1,000,000
Experience Mod	0.53
Statutory Limits Apply	Yes
Deductible	$25,000

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

- Total Premium $1,909,178
- 2% Paid in Full Discount: ($38,183.56)
- **Premium Including Discount: $1,870,994.44**
- Average Out of Pocket at $25,000 deductible is: $781,000

This requires $100,000 deposit in addition to the $1,870,994.44 premium. The deposit will be credited as deductible is applied.

Total Due at Binding: $1,970,994.44

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Workers' Compensation Schedule of Exposures

State: TX **Experience Modifier: 0.53**

Classification	Description	Estimated Payroll	Rate	# of Emp.	Estimated Contribution
3365	Welding/Cutting, Not Otherwise Classified	136,005	11.98	3	16,293
4299	Printing	84,300	2.83	2	2,386
4511	Building Inspectors	3,801,218	0.87	79	33,071
4511	Analytical Chemists	1,816,939	0.87	34	15,807
4519	Insect Extermination	234,668	7.06	5	16,568
5190	Radio & Electrical Installations and Traffic Signals and Controls	1,251,886	5.24	29	65,599
5191	Computer Device Installation, Inspection, Servicing or Repair	2,330,807	1.10	33	25,639
5506	Street & Road Repair	1,759,183	7.62	35	134,050
7423	Airport Operations	2,135,191	3.66	40	78,148
7520	Waterworks Operation, Flood Control System Maintenance, Irrigation Control	7,432,561	4.50	138	334,465
7550	Combined Utility Operations (Water and Sewer)	159,749	4.50	3	7,189
7580	Sewage Treatment & Collection	2,550,841	4.50	42	114,788
7590	Refuse Reduction	345,963	9.15	7	31,656
7704	Firefighters – Paid	44,401,076	6.02	406	2,672,945
7720	Police Officers – Paid (excluding Motorcycle Officers)	49,542,784	5.33	505	2,640,630
8107	Heavy Equipment Maintenance	478,866	7.91	9	37,878
8292	Warehouse Operations	174,463	7.43	4	12,963
8391	Automobile Garage	1,298,048	4.18	26	54,258
8601	Surveyors, Engineers & Architects	1,877,576	0.84	23	15,772
8742	Messengers and Social Workers	539,598	0.83	15	4,479
8810	Clerical – Office	25,683,341	0.41	433	105,302
8831	Animal Shelters	1,460,177	6.38	40	93,159
8833	Hospital Professionals	944,875	1.21	15	11,433
8837	Social Welfare Operations, Not Otherwise Classified	1,536,595	10.10	26	155,196
8838	Public Library or Museum Professional Employees & Clerical	2,438,738	0.55	81	13,413
9014	Lawn Maintenance, Building Service Contractor and Mowing along Canals & Roadways	35,498	6.07	1	2,155
9015	Building Operations	1,269,157	5.52	19	70,057
9016	Auditoriums & Zoos (Use Code 8288 for Zoo Animal Handlers.)	1,396,602	5.54	27	77,372
9101C	School Crossing Guards	110,244	3.27	13	3,605
9102	Parks & Recreation	4,115,916	3.60	120	148,173
9220	Cemetery Operations	281,146	6.92	6	19,455
9402	Street Cleaning	479,928	11.34	11	54,424
9404	Refuse Collection & Disposal – Fully Containerized	4,286,394	6.47	76	277,330
	Subtotals	166,390,333		2,306	7,345,658

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Classification	Description	Estimated Payroll	Rate	# of Emp.	Estimated Contribution
Volunteers and Elected Officials:					
3724O	Outside Volunteers	110	7.11	0	8
7704V	Volunteer Firefighters	No Exposure		0	Not Covered
7720E	Volunteer Ambulance/EMS	No Exposure		0	Not Covered
7720V	Police Reserves	No Exposure		0	Not Covered
8742E	Elected/Apptd Officials-Governing Board	3,600	0.43	6	15
8742F	Elected/Apptd Officials-All Boards/Commissions	No Exposure		0	Not Covered
8742I	Inside Volunteers	110	0.70	0	1
8888V	Police Reserves-Motorcycle	No Exposure		0	Not Covered
	Subtotals	3,820		6	24
	Totals	166,394,153		2,312	7,345,682

Location 2: Lubbock Power & Light, Lubbock, TX

Classification	Description	Estimated Payroll	Rate	# of Emp.	Estimated Contribution
7539	Electrical Distribution	17,305,659	4.08	161	706,071
8601	Surveyors, Engineers & Architects	1,197,153	0.84	14	10,056
8810	Clerical – Office	7,889,449	0.41	128	32,347
	Subtotals	26,392,261		303	748,474
Volunteers and Elected Officials:					
3724O	Outside Volunteers	No Exposure		0	Not Covered
7704V	Volunteer Firefighters	No Exposure		0	Not Covered
7720E	Volunteer Ambulance/EMS	No Exposure		0	Not Covered
7720V	Police Reserves	No Exposure		0	Not Covered
8742E	Elected/Apptd Officials-Governing Board	No Exposure		0	Not Covered
8742F	Elected/Apptd Officials-All Boards/Commissions	No Exposure		0	Not Covered
8742I	Inside Volunteers	No Exposure		0	Not Covered
8888V	Police Reserves-Motorcycle	No Exposure		0	Not Covered
	Subtotals	0		0	0
	Totals	26,392,261		303	748,474
	Total Payroll:	**$192,786,414**			

Premium Adjustments	Amount
Total Manual Contribution	$8,094,156.00
Experience Modifier (0.53)	($3,804,253.00)
Fund Discount (20%)	($857,981.00)
Paid in Full Discount (2%)	($38,183.56)
Deductible Credit	($1,522,744.00)
Total Estimated Annual Premium Including Premium Adjustments:	**$1,870,994.44**
Loss Fund Deposit:	**$100,000.00**

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Audit Provisions

Description	Deposit Premium
Audit based on Payroll	$1,870,994.44

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance, or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premi26um is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

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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VOLUNTEER ENDORSEMENT TO INTERLOCAL AGREEMENT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

WORKERS' COMPENSATION COVERAGE

Member Name:	Lubbock
Member ID:	0547
Effective Date:	04/01/2024

In consideration of the Employer Pool Member's request for payment of additional benefits and in further consideration of the Fund's agreement to pay such benefits, the Interlocal Agreement is amended by adding thereto the applicable coverages indicated below.

The Fund will pay on behalf of the Employer Pool Member if a volunteer employee in a classification for which coverage was accepted shall sustain injury, including death resulting therefrom, under circumstances which would have rendered the Employer Pool Member liable for compensation if the injured volunteer employee and the Employer Pool Member had been subject to the Texas Workers' Compensation Law with respect to such voluntary employment, an amount equal to the compensation and other benefits which would have been payable under such law had the injured volunteer and the Employer Pool Member been subject to such law with respect to such voluntary employment. The parties of this agreement do not by its use intend to make applicable to themselves any provision of the Texas Workers' Compensation Law not already in force and effect as to them. The reference to the Texas Workers' Compensation Law is intended as a measure and extent of benefits and the liability therefore and not an adoption of the law.

The Employer Pool Member agrees to pay the contribution for the volunteer employee classifications shown on the Payroll Schedule (W102). The information regarding coverages accepted or rejected has been derived from documentation on file including the signed acceptance executed by a representative of this entity duly authorized to accept or reject Workers' Compensation coverage for volunteers.

This agreement shall be subject to all the terms, provisions and conditions of the Interlocal Agreement, and nothing herein contained shall vary, alter or extend any term, provision or condition of the Interlocal Agreement except as herein specifically stated.

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Proposal Workers' Compensation Retention Schedule

Member Name	:	Lubbock
Member ID	:	0547
Effective Date	:	04/01/2024
Anniversary Date	:	04/01/2025
Date	:	02/21/2024

1. TOTAL ANNUAL CONTRIBUTION $ 1,909,178

The Member shall pay the TOTAL ANNUAL CONTRIBUTION shown in four equal quarterly payments, subject to adjustment based on the annual anniversary date payroll audit. The TML Workers' Compensation Joint Insurance Fund, hereinafter referred to as the FUND, shall make initial payment for all losses and allocated loss adjustment expenses which shall include, but not be limited to, attorney's fees, outside investigation and Texas Department of Insurance Division of Workers' Compensation representation charges.

2. PER OCCURRENCE RETENTION $ 25,000

OCCURRENCE is defined as an accident resulting in bodily injury to one or more employees at a specific place and time. Repetitive traumatic injury or occupational disease sustained by each employee shall be deemed to be one, separate OCCURRENCE and the OCCURRENCE shall be deemed to take place on the date upon which the employee is last exposed at work to conditions allegedly causing such traumatic injury or occupational disease.

3. ANNUAL AGGREGATE RETENTION $ N/A

4. AGGREGATE LIMIT OF LIABILITY $ N/A

After payments within the PER OCCURRENCE RETENTION exceed the ANNUAL AGGREGATE RETENTION, the FUND will pay all losses and allocated loss adjustment expenses, including those within the PER OCCURRENCE RETENTION, until the AGGREGATE LIMIT OF LIABILITY is exhausted

5. LOSS DEPOSIT FUND $ 100,000

The Member agrees to promptly reimburse monthly the FUND for any payments made on its behalf and to maintain a LOSS DEPOSIT FUND in the amount specified. The LOSS DEPOSIT FUND is an average of two months of the Member's paid losses and is evaluated annually. If the Member fails to reimburse the FUND within 15 days of the date of the invoice, the FUND shall notify the Member in writing of its non-compliance. If the Member fails to reimburse the FUND within five days of such notice, the FUND, at its discretion, may declare the Member in default and terminate the Interlocal Agreement by giving the Member 10 days' written notice of its intent to terminate as specified in paragraph 5 of the Workers' Compensation Interlocal Agreement. Interest charges of 1% per month shall be due on any bill not paid within 30 days.

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6. SUBROGATION RECOVERIES:

The FUND shall be subrogated to all the Member's rights of recovery in a third-party action under Texas Labor Code Chapter 417. The FUND will act in concert with the Member in the exercise of such rights of recovery. If the FUND obtains a subrogation recovery of workers' compensation benefits, the proceeds of such subrogation recovery shall first be used by the FUND to pay its costs of recovery, and any excess shall be divided between the FUND and the Member to pay their losses in the proportion of their respective interests in benefits paid for the OCCURRENCE at the time of recovery. Any excess paid to the Member shall not be applied toward the Member's PER OCCURRENCE RETENTION for the workers' compensation claim and thus shall not be applied to reduce the amount of payments deemed paid by the Member within the PER OCCURRENCE RETENTION. If the FUND obtains an advance against future benefits under Section 471.002(b) of the Texas Labor Code, the advance shall first be applied toward the Member's PER OCCURRENCE RETENTION if not yet fully paid at the time of recovery, and any excess advance against future benefits shall be applied toward future benefits owed by the FUND.

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AI# 12317
Regular City Council Meeting 5. 9.
03/05/2024:

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute an agreement, and all related documents, by and between the City of Lubbock and the Texas Tech University Health Sciences Center, providing for James Felberg, M.D. to serve as Deputy Medical Director for the City of Lubbock Health Department.

Item Summary

This agreement provides for James Felberg, M.D. (Dr. Felberg) with the Texas Tech University Health Sciences Center (TTUHSC) to serve as a Deputy Medical Director for the City of Lubbock Health Department (COLHD). Dr. Felberg will serve as a medical consultant on the Lubbock County Adult Fatality Review Team, coordinate medical services for the Intermediary Care Clinic (ICC), support the COLHD Medical Director with public health duties as needed, and assist the department in developing initiatives and programs to address non-medical drivers of health in the Lubbock community.

COLHD agrees to pay TTUHSC $1,500 per month, for administrative services of approximately 10 hours per month. The total amount per year is $18,000.

This agreement is made effective April 1, 2024, and may be continued by mutual agreement by both parties from year to year, for a maximum of 4 additional one-year terms.

Fiscal Impact

The amount of $18,000 per year will be funded by the American Rescue Plan Act (ARPA) grant funds.

Staff/Board Recommending

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

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Deputy Medical Director Agreement between the City of Lubbock and Texas Tech University Health Sciences Center to provide a qualified faculty member to act as Deputy Medical Director for the City of Lubbock Health Department. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

RES.COLHD Deputy Medical Director 2.15.24

City of Lubbock
CON3558714

DEPUTY MEDICAL DIRECTOR AGREEMENT
(City of Lubbock Health Department Deputy Medical Director)

This is a Deputy Medical Director Agreement between the **CITY OF LUBBOCK**, acting by and through its Health Department (hereafter referred to as COLHD), and **TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**, on behalf of its School of Medicine, Department of Family & Community Medicine, Lubbock Campus, (hereafter referred to as TTUHSC).

Now therefore, for the consideration herein expressed, TTUHSC and COLHD hereby agree as follows.

TTUHSC hereby agrees to provide the City of Lubbock Health Department with the professional services of **JAMES FELBERG, M.D.** (hereafter referred to as "Dr. Felberg", a TTUHSC employed physician) to act as **DEPUTY MEDICAL DIRECTOR** for the COLHD, subject to approval by the City Council of the City of Lubbock. COLHD desires Deputy Medical Director Services to be provided at its facility located at 806 18th Street, Lubbock, TX 79401 and 2015 50th St, Lubbock, TX 79412..

In the event that Dr. Felberg is unable to fulfill his obligations for the term of this contract, TTUHSC agrees to provide a suitable member of its faculty to perform the services of Deputy Medical Director for the COLHD as set forth in this Agreement.

TTUHSC represents that it employs health care professionals with the necessary qualifications and knowledge who will be assigned to perform the Deputy Medical Director Services.

Article 1

1.1 **SERVICES TO BE PROVIDED.** TTUHSC agrees its employed physician, Dr Felberg, as Deputy Medical Director for the COLHD, shall perform the following services ("Services"):

1.1.1 Serve as a medical consultant on the Lubbock County Adult Fatality Review Team.

1.1.2 Coordinate the medical services for the Intermediary Care Clinic (ICC).

1.1.3 Support the COLHD Medical Director with public health duties as needed.

1.1.4 Assist the department in developing initiatives and programs to address nonmedical drivers of health in the Lubbock community.

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1.1.5 The work of the Deputy Medical Director may be done on-site or remotely. With the exception of a public health emergency, work will follow City of Lubbock business hours and holiday schedule.

Article 2

2.1 **FEE FOR SERVICES.** COLHD agrees to pay TTUHSC ONE THOUSAND FIVE HUNDRED ($1,500.00) dollars per month for administrative services of approximately ten (10) hours per month, using the established procedures of the City of Lubbock. Both parties agree that Deputy Medical Director shall maintain a log of time spent with a description of the activities for each time period.

2.2 **PAYMENT.** TTUHSC will invoice COLHD. Payment shall be remitted within thirty (30) days of invoice date.

Article 3

3.1 **TERM.** This Agreement is made effective April 1, 2024 and may be continued by mutual agreement by both Parties from year to year for a maximum of four additional one-year terms. Terms may be (1) renegotiated, or (2) terminated, by either Party upon thirty (30) days written notice to the other Party.

3.2 **TERMINATION.** Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice. This Agreement may be terminated immediately by TTUHSC upon written notice to COLHD for nonpayment.

3.3 **ADDITIONAL RIGHT TO TERMINATION.** Either Party may terminate this Agreement by written notice to the other Party, and may regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency laws, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

3.4 **FORCE MAJEURE.** "Event of Force Majeure" means an event beyond the control of COLHD or TTUHSC which prevents or makes a Party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be

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considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable

3.5 **PAYMENT UPON TERMINATION.** In the event this Agreement is terminated in accordance with this Article, then within thirty (30) days after the effective date of such termination, TTUHSC shall submit TTUHSC's termination statement for Services rendered to the date of termination, and COLHD shall pay TTUHSC for such Services within thirty (30) days of receipt of TTUHSC's termination statement.

3.6 **EFFECT OF TERMINATION.** The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

Article 4

4.1 **STATE EMPLOYEES.** University state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting and the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.

4.2 **INSURANCE COVERAGE.** TTUHSC maintains a Medical Liability Self-Insurance Plan that provides medical malpractice liability insurance to its employed physicians in amounts of $400,000 per claim/$1 2 million annual aggregate, unless lower liability limits are set by law, in which case the lower liability limits set by law shall apply.

4.3 **NO INDEMNIFICATION.** TTUHSC and COLHD acknowledge that, as governmental entities, neither Party may indemnify the other against claims, demands, actions, liabilities, or expenses (including reasonable attorney's fees) arising out of the actions or omissions of the other Party. TTUHSC and COLHD agree that they will be responsible for the actions or omissions of their own employees and agents in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement.

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Article 5

5.1 **COMPLICANCE WITH APPLICABLE LAWS AND POLICIES.** The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated. Both Parties intend that the terms and conditions of this Agreement, and the manner in which the Services are to be performed hereunder comply with applicable federal and state laws and regulations, including but not limited to, 42 CFR Part 411 (Stark) and 42 CFR 1001 et seq. (Anti-kickback).

5.2 **REPRESENTATIONS AND WARRANTIES.** COLHD represents and warrants that neither COLHD or any employees or agents who provide items or Services under this Agreement are excluded, suspended or debarred from participation in any federal or state health care program or federally funded contracts. TTUHSC may conduct searches of COLHD's name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the GSA Excluded Parties List System (EPLS) and the Texas HHSC Exclusion List. COLHD agrees to immediately inform TTUHSC as soon as it is aware that it or any of its employees, agents or contractors providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. This Agreement shall be subject to immediate termination by TTUHSC in the event COLHD or any of its employees, agents or contractors, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion

Article 6

6.1 **AUDIT.** At any time during the term of this Agreement and for a period of four (4) years thereafter, the State of Texas, Texas Tech University System, University and/or other federal, state and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit COLHD's records and books that relate only to this Agreement. In the event such an audit by University reveals any errors/underpayments to University, COLHD shall pay TTUHSC the full amount of such underpayments within thirty (30) days of such audit findings. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at COLHD's expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.

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Article 7

7.1 **INDEPENDENT CONTRACTOR.** The Parties agree and acknowledge that any Deputy Medical Director assigned by TTUHSC is an independent contractor and shall not be an employee of the City of Lubbock or the COLHD, and that any such Deputy Medical Director assigned by TTUHSC shall have no power to bind the City of Lubbock or the COLHD in any legal contract or in any other way without prior written consent of the City. This Agreement is not intended to, and shall not be construed to, create any joint venture between or among the Parties.

7.2 **NOTICES.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

COLHD
ATTN: Katherine Wells
City of Lubbock
PO Box 2000
Lubbock, TX 79457
kwells@mylubbock.us

TTUHSC
ATTN: Contracting Office
3601 4th Street, STOP 6217

Lubbock, Texas 79430
contracting@ttuhsc.edu

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

7.3 **AMENDMENT.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.

7.4 **ASSIGNMENT.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

7.5 **EMPLOYMENT CERTIFICATION.** Pursuant to Texas Government Code § 669.003, COLHD certifies that it does not employ, or has disclosed its employment of, any former executive head of a Texas State agency or entity.

7.6 **MEDICAL JUDGMENT.** Each Party represents and warrants that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of

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goods and/or services consistent with fair market value in the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to the other Party.

7.7 **CONFIDENTIALITY.** Deputy Medical Director is providing Services as part of COLHD'S workforce, as the term is defined under HIPAA, and is subject to confidentiality obligations applicable to COLHD'S employees and other persons under its control.

7.8 **PUBLICITY AND MARKS.** COLHD agrees that it will not use TTUHSC's name or protected marks without TTUHSC's prior written approval.

7.9 **VENUE; GOVERNING LAW.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas. The state or federal courts of Lubbock County, Texas, shall be the sole proper place of venue for any legal action or proceeding arising out of this Agreement or the enforcement of any provision in this Agreement.

7.10 **SEVERABILITY.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.

7.11 **NO THIRD PARTY BENEFICIARIES.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of the COLHD nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

7.12 **WARRANTY OF AUTHORITY.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.

7.13 **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.

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7.14 **E-SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

CITY OF LUBBOCK:

BY:_____
Tray Payne
Mayor

DATE:_____

ATTEST:

_____
Courtney Paz,
City Secretary

APPROVED AS TO CONTENT:

_____
Katherine Wells
City of Lubbock Health Director

APPROVED AS TO FORM:

_____
Rachael Foster
Assistant City Attorney

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER:

BY: Penny Harkey (Feb 14, 2024 09:47 CST)
Penny Harkey
Executive Vice President

DATE: 2/14/24

Although not a Party to this Agreement, I hereby acknowledge that I have read this Agreement and understand the obligations hereunder:

_____
James Pelberg, M.D.

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Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a Purchase Order 25101687, with Hi-Lite Airfield Services, LLC, for the runway pavement marking and removal at Lubbock Preston Smith International Airport.

Item Summary

Paint for runway and taxiway striping must be suitable for use on concrete and asphalt surfaces. The paint must meet Federal Specifications TT-P-1952E Type II Waterborne lead-free paint. The price includes one mobilization for marking removal and one mobilization for pavement marking. The price per unit will not change and expenditures may be more or less depending on the actual need.

Purchase Order 25101687, with Hi-Lite Airfield Services, LLC, is using the Sourcewell Contract 110122-HLA Cooperative Purchasing Program, which offers contracts that have been established through open competition, as prescribed by the laws of the State of Texas. The purchase order contract is as follows:

Description	Quantity	Unit	$ / Unit	Price
Marking Removal Mobilization	1	Each	$3,720.00	$3,720.00
Pavement Marking Removal	73,100	Sq Ft	$1.15	$84,065.00
Pavement Marking Mobilization	1	Each	$3,720.00	$3,720.00
White Runway Pavement Marking	33,120	Sq Ft	$.95	$31,464.00
Black Runway Pavement Marking	25,694	Sq Ft	$.85	$21,839.90
Yellow Runway Pavement Marking	14,286	Sq Ft	$.95	$13,571.70
Total Price				**$158,380.60**

Airport Staff and the Airport Advisory Board recommend the contract award to Hi-Lite Airfield Services, LLC, of Bradenton, Florida, for a one-year total of $158,380.60.

Fiscal Impact

Purchase Order 25101687 for $158,380.60, is funded in the Airport Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution - Hi-Lite Airfield Services, LLC

Purchase Order Contract Hi-Lite Airfield Services, LLC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25101687 by and between the City of Lubbock and Hi-Lite Airfield Services, LLC, for Runway Pavement Marking and Removal at the Lubbock Preston Smith International Airport, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs II/RES.Hi Lite Airfield Service, LLC-PurchaseOrd
February 7, 2024

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 2/6/2024
Order Number 25101687 000 OP
Branch/Plant 4613

TO: HI LITE AIRFIELD SERVICES LLC
PO BOX 597
WATERTOWN NY 13601

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
5401 N. MARTIN L KING BLVD
LUBBOCK TX 79403

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

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

Ordered 2/27/2024 Freight .
Requested 4/30/2024 Taken By YBUSBY
Delivery PER J DELAROSA REQ 61334 PUR 17900/SOURCEWELL CONTRACT #110122-HLA

If you have any questions contact Jean DeLaRosa: JDeLaRosa@mylubbock.us Phone 806-775-3129

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Marking Removal Mobilization	1.000	3,720.0000	EA	3,720.00	4/30/2024
Pavement Marking Removal	73,100.000	1.1500	EA	84,065.00	4/30/2024
Pavement Marking Mobilization	1.000	3,720.0000	EA	3,720.00	4/30/2024
White Runway Pavement Marking	33,120.000	.9500	EA	31,464.00	4/30/2024
Black Runway Pavement Marking	25,694.000	.8500	EA	21,839.90	4/30/2024
Yellow Runway Pavement Marking	14,286.000	.9500	EA	13,571.70	4/30/2024
				Total Order	

Terms NET 30 158,380.60

This purchase order encumbers funds in the amount of $158,380.60 awarded to Hi-Lite Airfield Services, LLC of Bradenton, FL, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated January 31, 2024, from Hi-Lite Airfield Services, LLC of Bradenton, FL, and Sourcewell Contract #110122-HLA.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

City of Lubbock TEXAS

PURCHASE ORDER

Date - 2/6/2024

Order Number 25101687 000 OP

Branch/Plant 4613

TO:	HI LITE AIRFIELD SERVICES LLC PO BOX 597 WATERTOWN NY 13601

SHIP TO:	CITY OF LUBBOCK LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT 5401 N. MARTIN L KING BLVD LUBBOCK TX 79403

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

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

Ordered	2/27/2024	Freight	.
Requested	4/30/2024	Taken By	YBUSBY
Delivery	PER J DELAROSA REQ 61334	PUR 17900/SOURCEWELL CONTRACT #110122-HLA	

INSURANCE REQUIRED:

Commercial General Liability: $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. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). **Automotive Liability:** $1M - CSL/Occurrence.	**Workers Compensation and Employer Liability:** Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation. **Airport Commercial Liability Requirements:** Excess liability of $10M is needed for this project.
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lubbock International Airport – Marking Removal & Re-Marking Sourcewell Proposal

Hi-Lite Airfield Services, LLC
4816 Lena Road
Bradenton, FL 34211

Attn: Raymond Trejo
City/State: Lubbock, TX

Bid Date: 01/31/24
Proposal #: 24-18375-P
Project Reference: Sourcewell Contract 110122-HLA
Completion Date: 12/31/24
Phone: (941) 713-2155

Item#	Description	Qty	Unit	$ / Unit	Price
P-620-PR.MOB	Marking Removal Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-PR	Pavement Marking Removal	73,100	SF	$ 1.15	$ 84,065.00
P-620-Paint.MOB	Pavement Marking Mobilization	1	EA	$ 3,720.00	$ 3,720.00
P-620-W.II.I	White Runway Pavement Marking	33,120	SF	$ 0.95	$ 31,464.00
P-620-B.II	Black Runway Pavement Marking	25,694	SF	$ 0.85	$ 21,839.90
P-620-Y.II.I	Yellow Runway Pavement Marking	14,286	SF	$ 0.95	$ 13,571.70
				Total:	**$ 158,380.60**

Project Description: Runway Marking Removal & Re-Marking

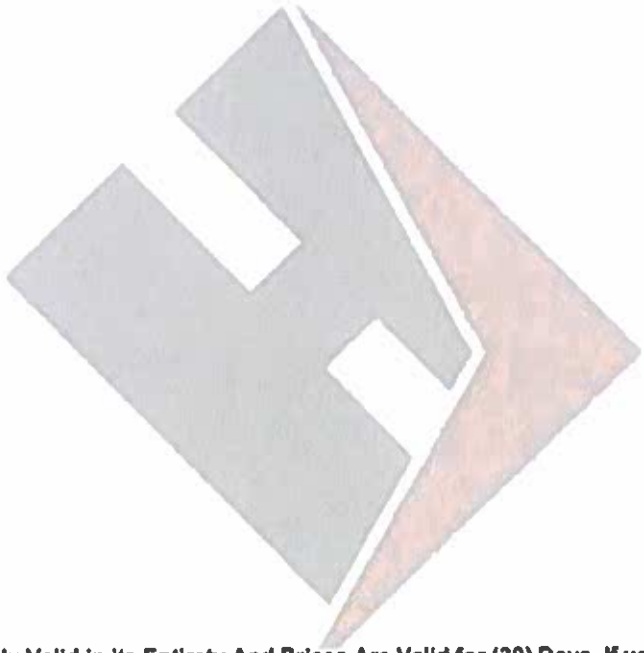
Remarks:

*****Price Per Sourcewell Contract # 110122-HLA*****

Price Includes (1) Mobilization for marking removal
Price Includes (1) Mobilization for pavement marking
Any additional mobilizations will be charged at $3,720.00 per occurrence
Paint:
TT-P-1952F Type II Waterborne Paint
Beads:
TT-B)1325D Type I Reflective Media

- No Temporary Markings included
- Quoted quantities are estimates only. Actual quantities will be field measured and verified for Invoicing
- Owner to provide adequate water source and dump site for solid/liquid debris
- Surface must be clean and free of FOD prior to painting
- No surface preparation will be performed outside Hi-Lite's scope of work. Hi-Lite will not be responsible for cleaning other contractor's/construction debris
- All barricades, traffic control, set up, and tear down provided by others
- All work must be performed in dry weather, with acceptable temperatures, if our warranty is to be in effect
- Stand-by time caused by others will be billed at $750/hour
- Hi-Lite will not be liable for any liquidated damages due to time constraints caused by others
- Minimum of 10 days' notice required for scheduling

- Any changes to the scope provided herein that affects Hi-Lite's work will require a reevaluation of the price
- If quantities are altered more than 15% in a mobilization, Hi-Lite will reserve the right to adjust pricing
- No retainage to be held on this contract. Payment terms to be net 30 days
- If a Payment and Performance Bond is requested, add 2% to the total price
- Does not include prevailing wages
- Assumes working hours during all daylight hours, 7 days per week



Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (30) Days. If you need further information please contact: PJ Mills – VP, Business Development & Marketing, (941) 713-2155, pj.mills@hi-lite.com

We Propose Hereby To Furnish Material and Labor In Accordance with Above Specifications For the Above Sum. Prices May Vary Slightly to Suit your Project's Particular Needs Such as Number of Mobilizations and Traffic Control. Acceptance Of This Proposal Is Only Valid In Its Entirety. Note: This Proposal Is Valid for 30 Days.

Date:_____ **Signature:**_____

Acceptance Of Proposal – The Above Prices, Specifications and Conditions Are Satisfactory and Hereby Accepted. You Are Authorized To Do The Work As Specified.

Date:_____ **Signature:**_____

HI-LITE AIRFIELD SERVICES, LLC
4816 Lena Road
Bradenton, FL 34211
315.583 6111
www hi-lite.com

AI# 12328
Regular City Council Meeting 5. 11.
03/05/2024:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 17809, with West Texas Mowing, for grounds maintenance for Citizens Tower and surrounding facilities.

Item Summary

The proposed contract is to provide grounds maintenance, litter control, plant/tree maintenance, and structural and site cleanliness at City of Lubbock Citizens Tower, Municipal Court, Utilities Building, T.J. Patterson Memorial Plaza, Parking Garage, and the new Lubbock Police Department Headquarters, 1314 Ave K. The contract will be for a term of one year, with the option of 4, one-year extensions.

In response to ITB24-17809-YB, bids were received and opened on February 15, 2024. They were as follows:

Contractor	Amount
West Texas Mowing, Plainview, Texas	$52,300
PowerHouse Lawn and Landscape, Lubbock, Texas	$80,717

Staff recommends award to the lowest bidder, West Texas Mowing of Plainview, Texas, for $52,300.

Fiscal Impact

Funding for this contract for $52,300, is allocated in the Parks Maintenance Operating Budget - Custodial Services - Mowing and Maintenance Contracts.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17809 for Grounds Maintenance for Various City of Lubbock Facilities, as per ITB 24-17809-YB, by and between the City of Lubbock and West Texas Mowing, LLC, of Plainview, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.ServiceContract 17809 West Texas Mowing, LLC
2.22.24

City of Lubbock
Contract for
Grounds Maintenance for Various
City of Lubbock Facilities

THIS CONTRACT made and entered into this ___ day of _____**, 2024**, by and between the City of Lubbock ("City"), and **West Texas Mowing LLC** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Grounds Maintenance for Various City of Lubbock Facilities** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Grounds Maintenance for Various City of Lubbock Facilities**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Grounds Maintenance for Various City of Lubbock Facilities**, and more specifically referred to as **Items 1-1 through 10-1** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) 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.

4. 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.

5. 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.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) 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.

C) 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.

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.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

Pollution Liability Requirements: $500K occurrence / $1M aggregate.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

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

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. 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.

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

14. 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 on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. 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.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services

to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **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 contact 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.

18. 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.

19. 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.

    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.

20. 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.

21. 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.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-17809-YB, Specifications, and the Bid Form.

-----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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Colby VanGundy, Director of Parks and Recreation

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Javier Ramos

Print Name

1007 W 11th

Address

Plainview, TX 79072

City, State, Zip Code

Revised Specifications

City of Lubbock, TX
ITB 24-17809-YB
Grounds Maintenance for Various City of Lubbock Facilities
Revised Specifications

Intent: To provide grounds maintenance, litter control, plant/tree maintenance, structural and site cleanliness at City of Lubbock Citizen's Tower, Municipal Court, Utilities Building, T.J Patterson Memorial Plaza and Parking Garage, and new Lubbock Police Department Headquarters; 1314 Ave K.

1. **Turf Maintenance:**
    a. Mowing of all turf areas, bagging of any grass clippings; edging of all turf areas along walkways and parking areas, removal of all edging debris from hardscape areas. All collected materials to be properly disposed to approved landfills. This activity is to be completed once in a seven (7) day cycle, 32 cycles March through October.

2. **Overseeding:**
    a. Fall Rye Seeding: Overseed in September with perennial rye grass seed at 10lbs/1,000sqft for all designated turf areas. This is to be followed by an increase in watering schedule until germination.

    b. Mowing should occur once on a fourteen (14) day cycle while waiting for grass to germinate.

3. **Trash/Litter Removal:**
    a. Trash/litter collection and removal from all turf areas, flower and shrub beds, tree wells and canopies, trash receptacles, "mutt-mitt" station receptacles, walkways and parking areas. All trash/litter to be removed from the property before any mowing/trimming activities take place. This activity is to be completed once in a seven (7) day cycle, 52 cycles total. All collected materials to be properly disposed of.

    b. Three "mutt mitt' stations to be refilled with dog waste bags as needed, or at minimum once every cycle.

4. **Planting Bed Maintenance:**
    a. Maintenance schedule for November through February – Remove litter/tree leaves; remove failed plants; schedule necessary replantings; monitor plants for disease control/fertilizer needs; this activity is to be completed once in a fifteen (15) day cycle, 10 cycles total.

    b. Maintenance schedule for March through October – Remove litter/debris; remove failed plants; schedule necessary replantings; remove grasses/weeds/noxious plants/woody plants; ensure proper watering schedule; monitor plants for disease control/fertilizer needs; this activity is to be completed once in a seven (7) day cycle, 32 cycles total.

5. **Woody Plant Maintenance:**
    a. Maintenance schedule for November through February – Remove damaged limbs/branches; inspect/replace failed tree wrapping; inspect/reset plant staking; remove dead trees; schedule necessary replantings; ensure proper watering schedule;

monitor plants for disease control/fertilizer needs; this activity is to be completed once in a thirty (30) day cycle, 4 cycles total.

b. Maintenance schedule for March through October – Remove damaged limbs/branches; ensure proper watering schedule; monitor plants for disease control/fertilizer needs; this activity is to be completed once in a thirty (30) day cycle, 8 cycles total.

6. Irrigation Maintenance:

a. Maintenance schedule for November through February – Conduct system audit/evaluation, replace damaged heads, repair/replace failed heads/valves; reset program for winter watering schedule; this activity is to be completed once in a thirty (30) day cycle, 4 cycles total.

b. Maintenance schedule for March through October – Adjust watering schedule for growing season; inspect irrigation system for proper operation, schedule necessary repairs; this activity is to be completed once in a thirty (30) day cycle, 8 cycles total.

7. Hardscape Maintenance:

a. Removal of all debris/trash/litter from walks and hardscapes; clean/scrub any tire marks; remove/patch any equipment scrapes or damage; this activity is to be completed once in a thirty (30) day cycle, 12 cycles total.

8. Chemical Controls:

a. **Herbicide:** Chemical application schedule will consist of three (3) applications per year, as follows:
   i. **January 15 / February 15** – Prodiamine 4L, 0.64oz per gal; 24D 1oz/gal; Roundup 2oz/gal
   ii. **May 15 / June 15** – 24D 1oz/gal; MSM Turf .25oz/acre
   iii. **September 1 / September 30** – Prodiamine 4L, 0.64oz per gal; 24D 1oz/gal

b. All chemicals must be applied by a TDA licensed pesticide applicator.

9. Fertilizer:

a. Fertilizer application schedule will consist of three (3) applications per year, as follows:
   i. **March 15 / April 15 –** 15-5-10 at 15lbs/1,000 sqft
   ii. **June 15 / July 15 –** 15-5-10 at 15lbs/1,000 sqft
   iii. **November 1 / November 30 –** 15-5-10 at 15lbs/1,000 sqft

10. Lighting Maintenance:

a. Monitor all bed lighting, display lighting and area lighting for failed lamps, damaged fixtures, and repair needs; this activity to be completed once in a thirty (30) day cycle basis, 12 cycles total.

11. Preventative Maintenance:

a. Ensure all personnel are trained/oriented to reduce unnecessary vehicle/equipment operation on all hardscapes to reduce tire/equipment marks on all hardscapes.



Utilities Building

1401 Avenue K, Lubbock, TX 79401



Citizen's Tower-1314 Avenue K, Lubbock, TX 79401

Municipal Court Buildings- 1214 14th St, Lubbock, TX 79401



City of Lubbock

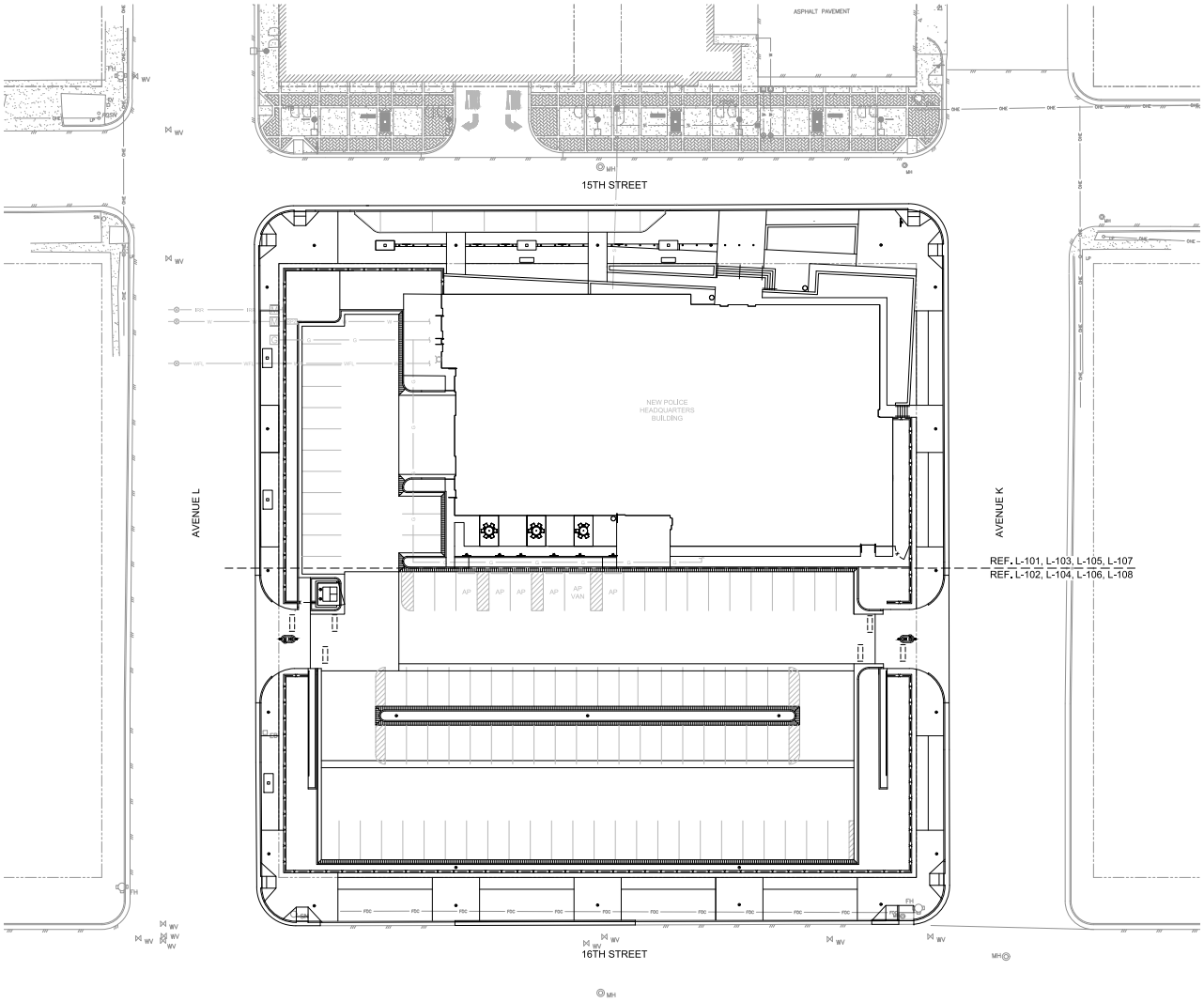
14th Street Plaza and East Green Project

Lubbock, TX July 2022

Parkhill

SPECIALTY PAVING REQUIREMENTS

PAVING TYPE	REQUIRED	PROVIDED
CONCRETE SIDEWALKS	50%	4,646 SF (44%)
CONCRETE PAVERS	50%	5,807 SF (56%)



A1 OVERALL LANDSCAPE PLAN
1"=20'-0"

Parkhill

02/10/2021

Parkhill.com

Police Headquarters

City of Lubbock TEXAS

CLIENT
City of Lubbock

1401 15th Street
Lubbock, Texas
79401

PROJECT NO.
8715.18

KEY PLAN

#	DATE	DESCRIPTION
-	02/10/2021	100% Construction Documents

Overall Landscape Plan

L-100

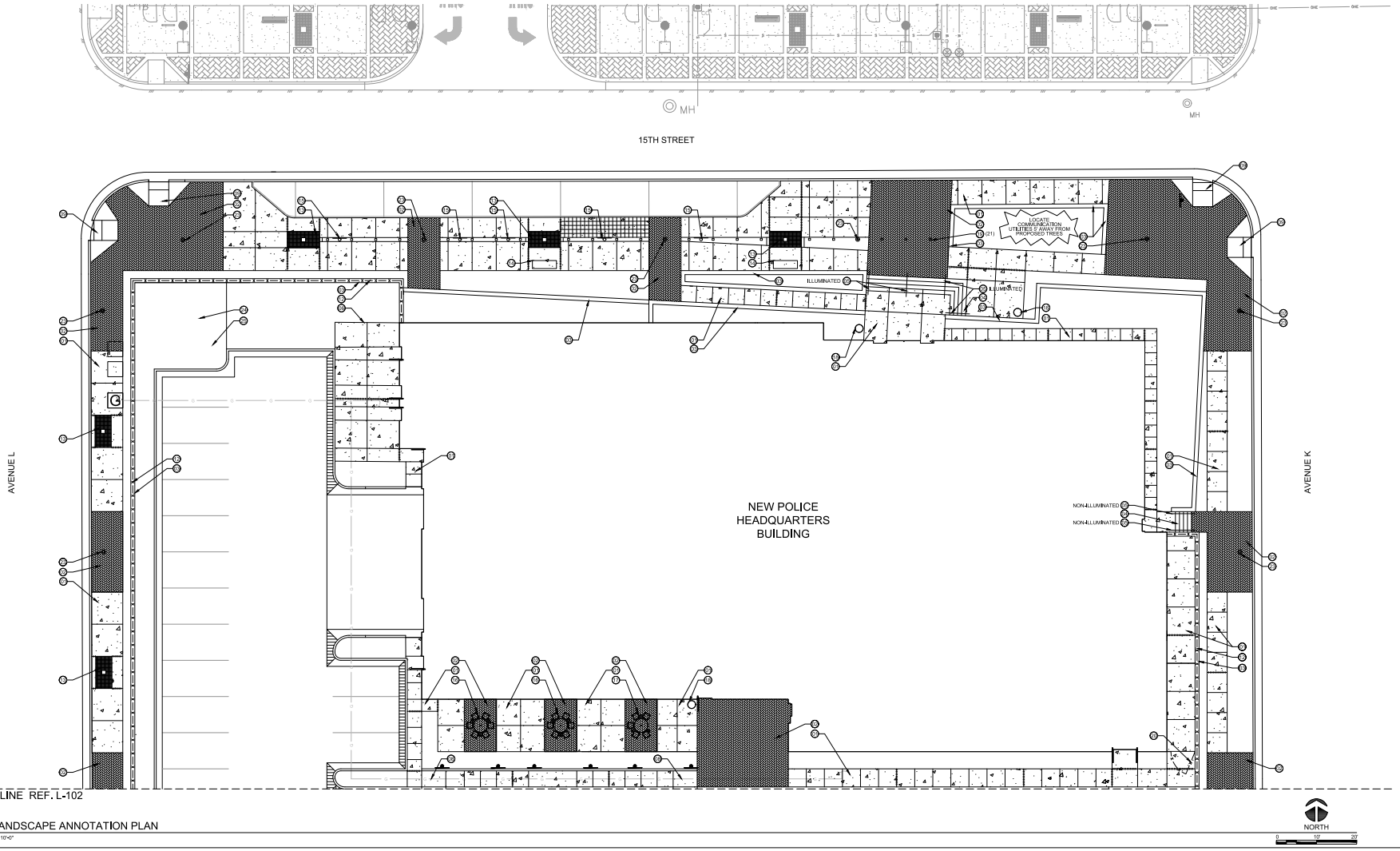
KEY NOTES

AS INDICATED BY (#)

1. CONCRETE WALK, REF. L-501/A1
2. BRICK PAVER, REF. L-501/B3
3. CONCRETE WALL, REF. L-501/B5
4. CONCRETE STEPS, REF. L-501/B1
5. HANDRAILS AT STEPS, REF. L-501/B2
6. MONOLITHIC CONCRETE EDGE, REF. L-501/A3
7. STAND UP CURB, REF. L-501/A4
8. PARALLEL CURB RAMP, REF. L-501/C1
9. FLARED CURB RAMP, L-501/C3
10. HYBRID CURB RAMP, L-501/C4
11. CANTILEVER GATE WITH OPERATOR. REF. L-502/A1
12. 8' FENCE, REF. L-502/A4
13. TREE WELL, REF. L-503/D1
14. BENCH, WITT OAKLEY ITEM MB-BCH-ARM-BK, SURFACE MOUNT PER MANUF.
15. SAFE EXCHANGE ZONE SIGN. REF. L-501/D1
16. PICNIC TABLE. REF. L-501/E1
17. PICNIC TABLE-ADA. REF. L-501/E2
18. LITTER RECEPTACLE, REF. L-501/E3
19. LANDSCAPE BOLLARD, REF. L-501/E4
20. SINGLE SWING GATE, REF. L-502/A5
21. BOLLARD. REF. CIVIL PLANS
22. WHEEL STOP, REF. CIVIL PLANS
23. LIGHT POLE. REF. ELECTRICAL PLANS
24. TRANSFORMER, REF. ELECTRICAL PLANS
25. EMERGENCY GENERATOR, REF. ELECTRICAL PLANS
26. ACCESS CONTROLS. REF. SECURITY PLANS

LEGEND

- CONCRETE WALK, REF. L-501/A1
- BRICK PAVER, REF. L-501/B3
- CONTROL JOINT, REF. L-501/A2
- EXPANSION JOINT, REF. L-501/A2



A1 LANDSCAPE ANNOTATION PLAN
1"=10'-0"

NORTH
0 10 20

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02/10/2021

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PROJECT NO.
8715.16

KEY PLAN

#	DATE	DESCRIPTION
-	02/10/2021	100% Construction Documents

Landscape Annotation Plan

L-101

KEY NOTES

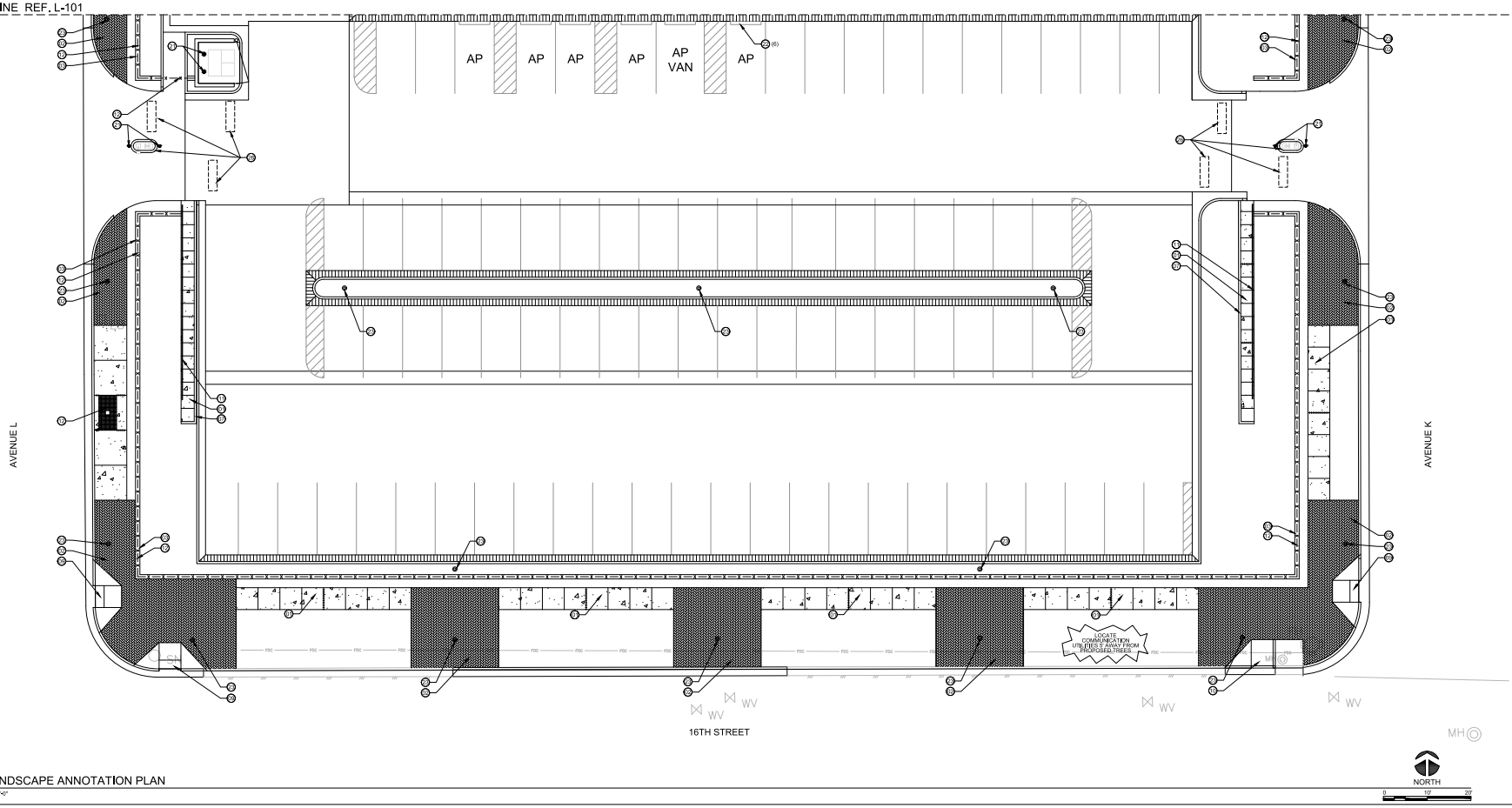
AS INDICATED BY: (#)

1. CONCRETE WALK. REF. L-501/A1
2. BRICK PAVER. REF. L-501/B3
3. CONCRETE WALL. REF. L-501/B5
4. CONCRETE STEPS. REF. L-501/B1
5. HANDRAILS AT STEPS. REF. L-501/B2
6. MONOLITHIC CONCRETE EDGE. REF. L-501/A3
7. STAND UP CURB. REF. L-501/A4
8. PARALLEL CURB RAMP. REF. L-501/C1
9. FLARED CURB RAMP. L-501/C3
10. HYBRID CURB RAMP. L-501/C4
11. CANTILEVER GATE WITH OPERATOR. REF. L-502/A1
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- CONCRETE WALK. REF. L-501/A1
- BRICK PAVER. REF. L-501/B3
- CONTROL JOINT. REF. L-501/A2
- EXPANSION JOINT. REF. L-501/A2

MATCHLINE REF. L-101



A1 LANDSCAPE ANNOTATION PLAN
1"=10'-0"

Parkhill

02/10/2021

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Police Headquarters

City of Lubbock TEXAS

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City of Lubbock

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PROJECT NO.
8715.18

KEY PLAN

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1	02/10/2021	100% Construction Documents

Landscape Annotation Plan

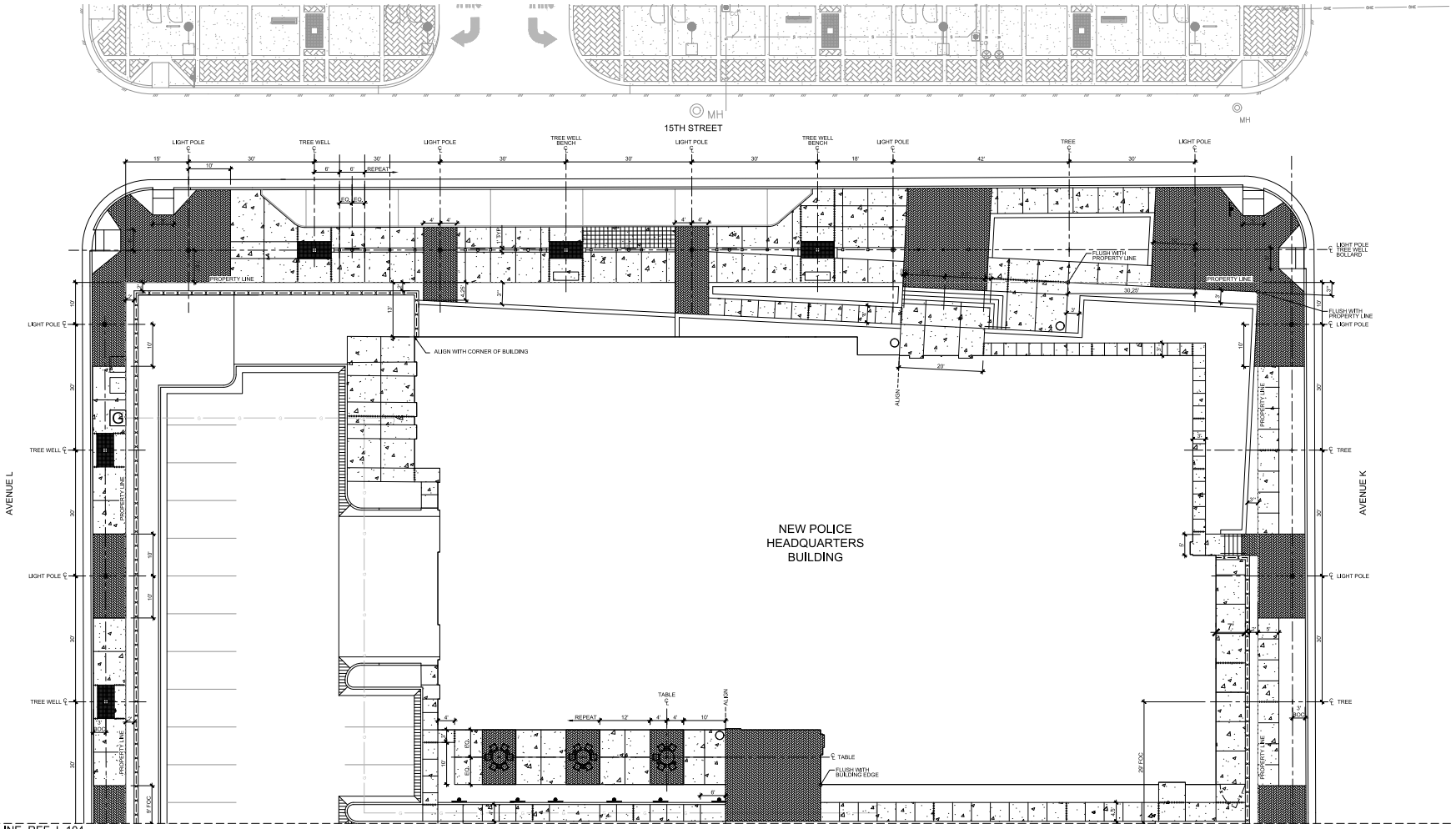
L-102

GENERAL LAYOUT NOTES

A. CONTRACTOR'S WORK SHALL INCLUDE PROPER LEGAL DISPOSAL OF DEBRIS REQUIRED FOR IMPROVEMENT FEATURES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION, INSPECTION, AND TESTING REQUIRED BY THE OWNER AND/OR THE CITY.
B. CONCRETE WALK JOINTS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS AND DETAILS. SEAL ALL JOINTS AS SHOWN ON THE DETAILS.
C. CONTRACTOR SHALL STAKE HARDSCAPE IMPROVEMENTS AND NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION FOR APPROVAL.
D. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND GRADES, EXISTING OR PROPOSED, PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES WITH EXISTING OR PROPOSED CONDITIONS.

LEGEND

- CONCRETE WALK, REF. L-501/A1
- BRICK PAVER, REF. L-501/B3
- CONTROL JOINT, REF. L-501/A2
- EXPANSION JOINT, REF. L-501/A2



A1 LANDSCAPE LAYOUT PLAN
1"=10'-0"

NORTH
0 10' 20'

Parkhill

02/10/2021

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Police Headquarters

City of Lubbock TEXAS

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City of Lubbock

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PROJECT NO.
8715.18

KEY PLAN

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1	02/10/2021	100% Construction Documents

Landscape Layout Plan

L-103

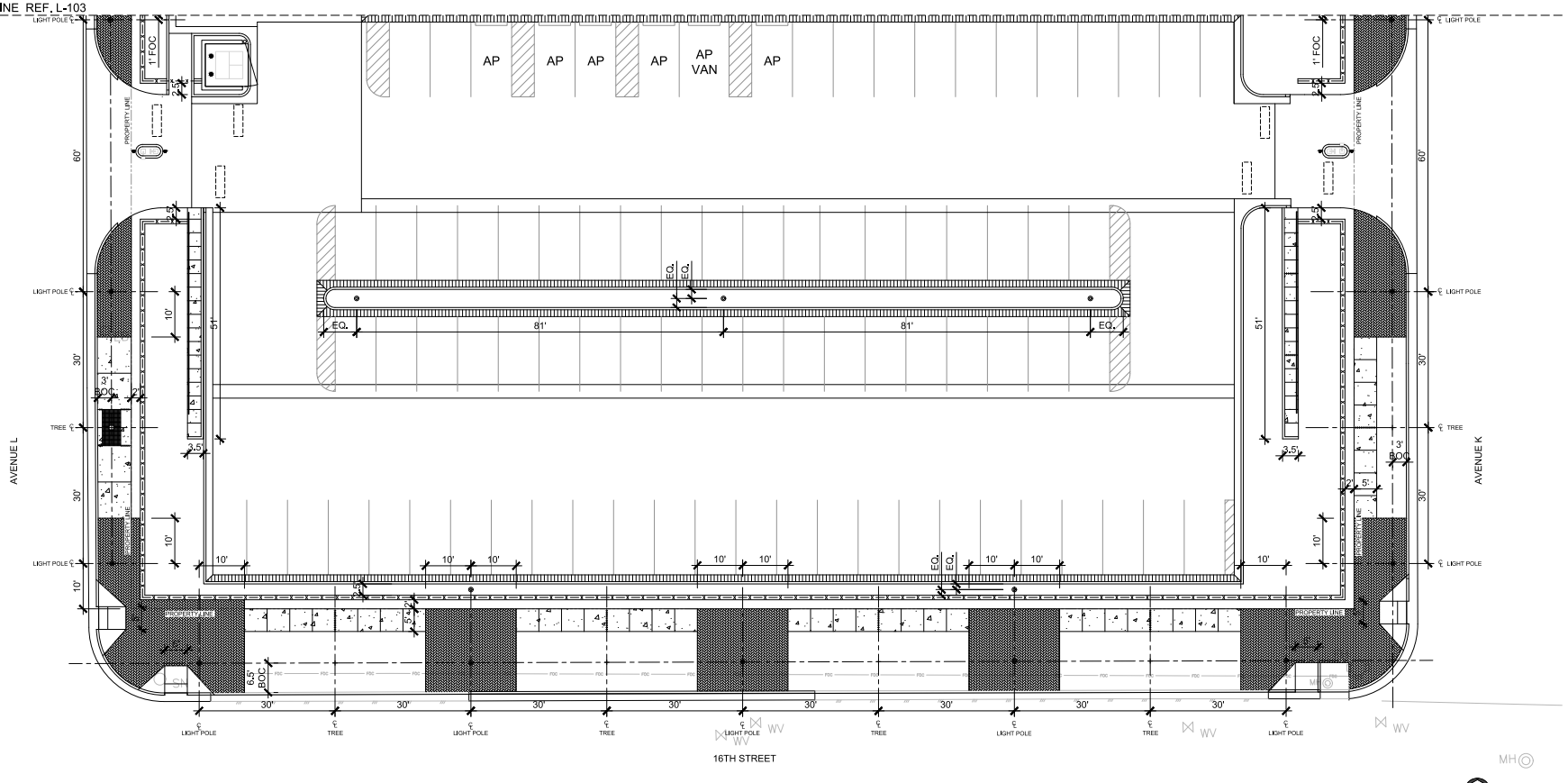
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LEGEND

- CONCRETE WALK, REF. L-501/A1
- BRICK PAVER, REF. L-501/B3
- CONTROL JOINT, REF. L-501/A2
- EXPANSION JOINT, REF. L-501/A2

MATCHLINE REF. L-103



A1 LANDSCAPE LAYOUT PLAN
1"=10'-0"

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02/10/2021

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Police Headquarters

City of Lubbock TEXAS

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City of Lubbock

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79401

PROJECT NO.
8715.18

KEY PLAN

#	DATE	DESCRIPTION
1	02/10/2021	100% Construction Documents

Landscape Layout Plan

L-104

IRRIGATION NOTES

A. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
B. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY HIS EXCAVATIONS AND/OR WORK.
C. IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING FULL COVERAGE IN ALL AREAS WITH SPECIFIED EQUIPMENT. ANY DISCREPANCIES IN THE PLAN SHOULD BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION BEFORE BID.
D. WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF PIPING AND DRIP EMITTERS THE IRRIGATION SHALL BE ADJUSTED AND/OR RELOCATED AS NECESSARY TO OBTAIN FULL COVERAGE WITH MINIMAL OVERSPRAY INTO NON-LANDSCAPE AREAS OR ONTO HARD CONSTRUCTION.
E. ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THIS IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INCIDENTAL TO THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT PROPOSED IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS, WRITTEN SPECIFICATIONS, AND DETAILS.
F. THIS IRRIGATION SYSTEM WAS DESIGNED FOR A MINIMUM STATIC PRESSURE AT THE POINT OF CONNECTION AS INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY ACTUAL PSI AND DELIVER RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. IN THE EVENT THE ACTUAL PSI IS LESS THAN WHAT IS SPECIFIED ON THE PLANS THE CONTRACTOR SHALL RECEIVE DIRECTION FROM THE LANDSCAPE ARCHITECT REGARDING DESIGN MODIFICATIONS IF NECESSARY.
G. CONTRACTOR WILL BE HELD LIABLE FOR GAINING ACCESS UNDER ALL PAVEMENTS. IF SLEEVES ARE INDICATED ON THE PLANS THEY SHOULD BE VERIFIED FOR ACCESSIBILITY AND PASSIBILITY BEFORE BID IS MADE. IF NOT, THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF SLEEVE PIPING WITH ALL TRADES TO INSURE THAT SLEEVES ARE INSTALLED PROPERLY PRIOR TO INSTALLATION OF CURB AND GUTTER, ASPHALT PAVING, SIDEWALKS, CONCRETE PADS, ETC.
H. THE CONTRACTOR SHALL LOCATE AND VERIFY WATER SUPPLY TO WHICH THE IRRIGATION SYSTEM WILL CONNECT. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH ALL LOCAL, REGIONAL, STATE, AND FEDERAL GUIDELINES.
I. THIS IRRIGATION SYSTEM HAS BEEN DESIGNED FOR THE USE OF WATER THAT IS POTABLE.
J. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS AND METERS REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
K. THE CONTRACTOR SHALL COORDINATE WATER "TAP-IN" LOCATIONS AND CONTROLLER CONNECTIONS WITH THE OWNER'S AGENT PRIOR TO INSTALLATION.
L. ALL VALVES SHALL BE LOCATED IN PLANTING AREAS WHERE SHOWN AND ALL PIPING SHALL BE INSTALLED PRIOR TO LANDSCAPE PLANTING WORK.
M. NO TEES, ELLS, OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING.
N. CONTRACTOR SHALL SIZE VALVE BOXES TO HOUSE ENTIRE IRRIGATION ASSEMBLIES AS SHOWN. VALVE BOX EXTENSIONS AS MANUFACTURED BY THE VALVE BOX SUPPLIER SHALL BE INSTALLED TO MAINTAIN THE VALVE BOX COVER FLUSH WITH THE FINISHED GRADE AND THE VALVE BOX BASE A MINIMUM OF 2 INCHES BELOW THE BOTTOM OF ANY IRRIGATION ASSEMBLY.
O. PIPE SIZES SHOWN AT POINTS OF CONNECTION AND WHERE CHANGES IN PIPE SIZE OCCUR. ALL PIPES SHALL BE THE SIZE OF THE LAST PRECEDING SIZE CALLED OUT UPSTREAM OF EACH SECTION OF PIPE UNLESS OTHERWISE NOTED. LATERAL LINES WITH FLOW OF 10 GPM OR LESS SHALL BE SIZE 3/4".
P. EACH CONTROLLER WILL HAVE AN INDEPENDENT COMMON WIRE.
Q. SPLICING OF REMOTE CONTROL VALVE WIRES IS NOT ALLOWED BETWEEN CONTROLLER & VALVE BOX FOR REMOTE CONTROL VALVE. WIRES MUST BE CONTINUOUS FROM CONTROLLER TO REMOTE CONTROL VALVE WITHOUT SPLICING.
R. CONTRACTOR TO FLUSH ALL LINES PRIOR TO INSTALLING HEADS AND EMITTERS.
S. ALL TRENCH BACKFILL SHALL BE CLEAN MATERIAL FROM EXCAVATION BACKFILL. TRENCHES TO BE EVEN WITH EXISTING GRADES AFTER COMPACTION.
T. TRENCH BACKFILL MATERIAL SHALL BE WATER SETTLED AND COMPACTED.
U. ALL REMOTE CONTROL VALVE WIRES NEED TO BE LABELED AT VALVE W/ WEATHER (WATER) PROOF LABELS AND AT CONTROLLER WITH CORRESPONDING LABEL.
V. CONTRACTOR SHALL PLACE ALL SPRAY AND ROTARY HEADS AT LEAST 4" INSIDE FROM ANY CURBING, SIDEWALK, FENCING, OR BUILDING.
W. COORDINATE BACKFLOW PREVENTION ASSEMBLY TEST AS PER LOCAL REGULATIONS.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER MP1000 PROS-04-PRS40-CV TURF ROTATOR. 4" POP-UP WITH CHECK VALVE. PRESSURE REGULATED TO 40 PSI. MP ROTATOR NOZZLE ON PRS40 BODY. M=MAROON ADJ ARC 90 TO 210. L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC.
1401 1402 1404 1408	RAIN BIRD RWS-B-C ROOT WATERING SYSTEM WITH 4.0" DIAMETER X 36.0" LONG WITH LOCKING GRATE. SEMI-RIGID MESH TUBE, AND CHECK VALVE. RAIN BIRD BUBBLER OPTION AS INDICATED: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICZ-101-25-LF DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: .5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN.
	AREA TO RECEIVE DRIPLINE NETAFIM TLDL-09-12 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE, 0.9 GPH EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, SURFACE AND SUB SURFACE INSTALLATIONS, UV RESISTANT.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICV-G 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES. GLOBE CONFIGURATION. WITH NPT THREADED INLET/OUTLET. FOR COMMERCIAL/MUNICIPAL USE.

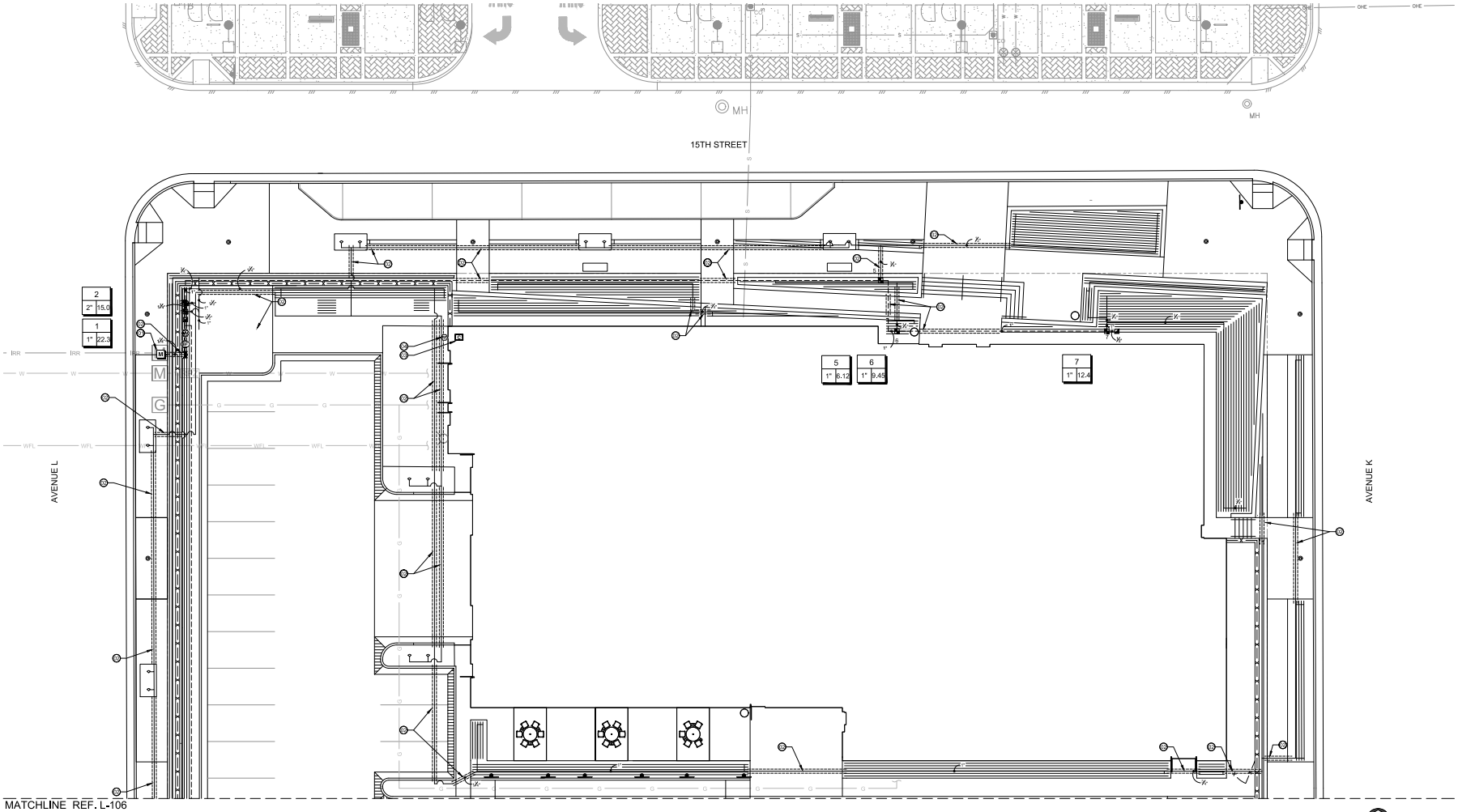
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER HQ-44LRC-R QUICK COUPLER VALVE, PURPLE RUBBER LOCKING COVER FOR RECLAIMED WATER USE. RED BRASS AND STAINLESS STEEL. WITH 1" NPT INLET, 2-PIECE BODY.
	SHUT OFF VALVE
MV	HUNTER ICV-G 1" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE. GLOBE CONFIGURATION. WITH NPT THREADED INLET/OUTLET. FOR COMMERCIAL/MUNICIPAL USE.
BF	FEBCO 850 3/4" 1/2" DOUBLE CHECK BACKFLOW PREVENTION. 3/4" TO 2"
C	HUNTER IC-1200-M MODULAR CONTROLLER, 12 STATIONS, METAL CABINET. COMMERCIAL USE. WITH ONE ICM-600 MODULE INCLUDED.
WR	HUNTER WR-CLIK RAIN SENSOR. INSTALL WITHIN 1000 FT OF CONTROLLER, IN LINE OF SIGHT, 22-28 VAC/VDC 100 MA POWER FROM TIMER TRANSFORMER. MOUNT AS NOTED.
M	WATER METER 1"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	PIPE SLEEVE: PVC SCHEDULE 40

Valve Callout
Valve Number
Valve Flow
Valve Size

IRRIGATION KEY NOTES

AS INDICATED BY (#)

1. CONNECT TO NEW 1" WATER METER. REF. CIVIL PLANS. CONTRACTOR TO COORDINATE EXACT SIZE AND LOCATION. (MIN. 75 PSI. CONTACT LANDSCAPE ARCHITECT WITH ANY DISCREPANCIES PRIOR TO INSTALLATION.)
2. IRRIGATION CONTRACTOR TO COORDINATE SLEEVES WITH OTHER TRADES PRIOR TO INSTALLATION OF HARDSCAPE ELEMENTS.
3. INSTALL CONTROLLER INSIDE ELECTRICAL SERVICE ROOM. COORDINATE WITH ELECTRICAL PLANS. PROVIDE 2-3" SLEEVES THROUGH SLAB. COORDINATE WITH OTHER TRADES PRIOR TO INSTALLATION OF FLOOR SLAB.
4. INSTALL WIRELESS RAIN/FREEZE SENSOR ON BUILDING EXTERIOR. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.



A1 LANDSCAPE IRRIGATION PLAN
1"=10'-0"

Parkhill

02/10/2021

Parkhill.com

Police Headquarters

City of Lubbock TEXAS

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City of Lubbock

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79401

PROJECT NO.
8715.18

KEY PLAN

#	DATE	DESCRIPTION
-	02/10/2021	100% Construction Documents

Landscape Irrigation Plan

L-105

IRRIGATION NOTES

A. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
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D. WHERE TREES, LIGHT STANDARDS, ETC. ARE AN OBSTRUCTION OF PIPING AND DRIP EMITTERS THE IRRIGATION SHALL BE ADJUSTED AND/OR RELOCATED AS NECESSARY TO OBTAIN FULL COVERAGE WITH MINIMAL OVERSPRAY INTO NON-LANDSCAPE AREAS OR ONTO HARD CONSTRUCTION.
E. ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THIS IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INCIDENTAL TO THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT PROPOSED IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS, WRITTEN SPECIFICATIONS, AND DETAILS.
F. THIS IRRIGATION SYSTEM WAS DESIGNED FOR A MINIMUM STATIC PRESSURE AT THE POINT OF CONNECTION AS INDICATED ON THE PLANS, THE CONTRACTOR SHALL VERIFY ACTUAL PSI AND DELIVER RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. IN THE EVENT THE ACTUAL PSI IS LESS THAN WHAT IS SPECIFIED ON THE PLANS THE CONTRACTOR SHALL RECEIVE DIRECTION FROM THE LANDSCAPE ARCHITECT REGARDING DESIGN MODIFICATIONS IF NECESSARY.
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I. THIS IRRIGATION SYSTEM HAS BEEN DESIGNED FOR THE USE OF WATER THAT IS POTABLE.
J. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS AND METERS REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
K. THE CONTRACTOR SHALL COORDINATE WATER "TAP-IN" LOCATIONS AND CONTROLLER CONNECTIONS WITH THE OWNER'S AGENT PRIOR TO INSTALLATION.
L. ALL VALVES SHALL BE LOCATED IN PLANTING AREAS WHERE SHOWN AND ALL PIPING SHALL BE INSTALLED PRIOR TO LANDSCAPE PLANTING WORK.
M. NO TEES, ELLS, OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER PAVING.
N. CONTRACTOR SHALL SIZE VALVE BOXES TO HOUSE ENTIRE IRRIGATION ASSEMBLIES AS SHOWN. VALVE BOX EXTENSIONS AS MANUFACTURED BY THE VALVE BOX SUPPLIER SHALL BE INSTALLED TO MAINTAIN THE VALVE BOX COVER FLUSH WITH THE FINISHED GRADE AND THE VALVE BOX BASE A MINIMUM OF 2 INCHES BELOW THE BOTTOM OF ANY IRRIGATION ASSEMBLY.
O. PIPE SIZES SHOWN AT POINTS OF CONNECTION AND WHERE CHANGES IN PIPE SIZE OCCUR. ALL PIPES SHALL BE THE SIZE OF THE LAST PRECEDING SIZE CALLED OUT UPSTREAM OF EACH SECTION OF PIPE UNLESS OTHERWISE NOTED. LATERAL LINES WITH FLOW OF 10 GPM OR LESS SHALL BE SIZE 3/4".
P. EACH CONTROLLER WILL HAVE AN INDEPENDENT COMMON WIRE.
Q. SPLICING OF REMOTE CONTROL VALVE WIRES IS NOT ALLOWED BETWEEN CONTROLLER & VALVE BOX FOR REMOTE CONTROL VALVE. WIRES MUST BE CONTINUOUS FROM CONTROLLER TO REMOTE CONTROL VALVE WITHOUT SPLICING.
R. CONTRACTOR TO FLUSH ALL LINES PRIOR TO INSTALLING HEADS AND EMITTERS.
S. ALL TRENCH BACKFILL SHALL BE CLEAN MATERIAL FROM EXCAVATION BACKFILL. TRENCHES TO BE EVEN WITH EXISTING GRADES AFTER COMPACTION.
T. TRENCH BACKFILL MATERIAL SHALL BE WATER SETTLED AND COMPACTED.
U. ALL REMOTE CONTROL VALVE WIRES NEED TO BE LABELED AT VALVE W/ WEATHER (WATER) PROOF LABELS AND AT CONTROLLER WITH CORRESPONDING LABEL.
V. CONTRACTOR SHALL PLACE ALL SPRAY AND ROTARY HEADS AT LEAST 4" INSIDE FROM ANY CURBING, SIDEWALK, FENCING, OR BUILDING.
W. COORDINATE BACKFLOW PREVENTION ASSEMBLY TEST AS PER LOCAL REGULATIONS.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER MP1000 PROS-04-PRS40-CV TURF ROTATOR, 4" POP-UP WITH CHECK VALVE. PRESSURE REGULATED TO 40 PSI. MP ROTATOR NOZZLE ON PRS40 BODY. M=MAROON ADJ ARC 90 TO 210. L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC.
1401 1402 1404 1408	RAIN BIRD RWS-B-C ROOT WATERING SYSTEM WITH 4.0" DIAMETER X 36.0" LONG WITH LOCKING GRATE, SEMI-RIGID MESH TUBE, AND CHECK VALVE. RAIN BIRD BUBBLER OPTION AS INDICATED: 1401 0.25 GPM, 1402 0.5 GPM, 1404 1.0 GPM, 1408 2.0 GPM.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICZ-101-25-LF DRIP CONTROL ZONE KIT, 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: .5 GPM TO 15 GPM. 150 MESH STAINLESS STEEL SCREEN.
	AREA TO RECEIVE DRIPLINE NETAFIM TLDL-09-12 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE, 0.9 GPH EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN, SURFACE AND SUB SURFACE INSTALLATIONS, UV RESISTANT.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICV-G 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES. GLOBE CONFIGURATION. WITH NPT THREADED INLET/OUTLET. FOR COMMERCIAL/MUNICIPAL USE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER HQ-44LRC-R QUICK COUPLER VALVE, PURPLE RUBBER LOCKING COVER FOR RECLAIMED WATER USE. RED BRASS AND STAINLESS STEEL. WITH 1" NPT INLET, 2-PIECE BODY.
	SHUT OFF VALVE
MV	HUNTER ICV-G 1" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC MASTER VALVE. GLOBE CONFIGURATION. WITH NPT THREADED INLET/OUTLET. FOR COMMERCIAL/MUNICIPAL USE.
BF	FEBCO 850 3/4" 1/2" DOUBLE CHECK BACKFLOW PREVENTION. 3/4" TO 2"
C	HUNTER IC-1200-M MODULAR CONTROLLER, 12 STATIONS, METAL CABINET. COMMERCIAL USE. WITH ONE ICM-600 MODULE INCLUDED.
WR	HUNTER WR-CLIK RAIN SENSOR. INSTALL WITHIN 1000 FT OF CONTROLLER, IN LINE OF SIGHT, 22-28 VAC/VDC 100 MA POWER FROM TIMER TRANSFORMER. MOUNT AS NOTED.
M	WATER METER 1"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21
	IRRIGATION MAINLINE: PVC SCHEDULE 40
	PIPE SLEEVE: PVC SCHEDULE 40

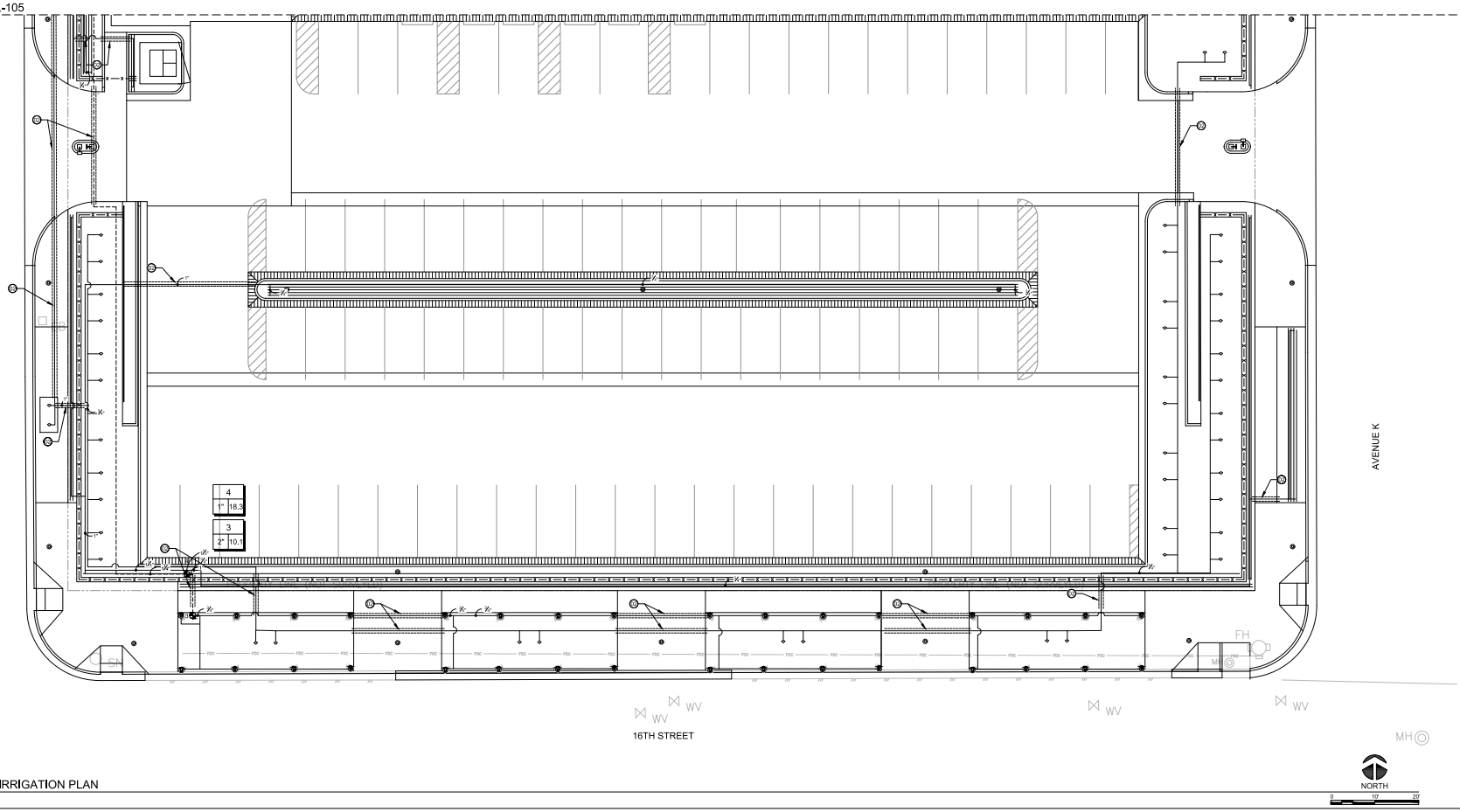
Valve Callout
Valve Number
Valve Flow
Valve Size

IRRIGATION KEY NOTES

AS INDICATED BY (#)

1. CONNECT TO NEW 1" WATER METER. REF. CIVIL PLANS. CONTRACTOR TO COORDINATE EXACT SIZE AND LOCATION. (MIN. 75 PSI. CONTACT LANDSCAPE ARCHITECT WITH ANY DISCREPANCIES PRIOR TO INSTALLATION.)
2. IRRIGATION CONTRACTOR TO COORDINATE SLEEVES WITH OTHER TRADES PRIOR TO INSTALLATION OF HARDSCAPE ELEMENTS.
3. INSTALL CONTROLLER INSIDE ELECTRICAL SERVICE ROOM. COORDINATE WITH ELECTRICAL PLANS. PROVIDE 2-3" SLEEVES THROUGH SLAB. COORDINATE WITH OTHER TRADES PRIOR TO INSTALLATION OF FLOOR SLAB.
4. INSTALL WIRELESS RAIN/FREEZE SENSOR ON BUILDING EXTERIOR. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.

MATCHLINE REF. L-105



A1 LANDSCAPE IRRIGATION PLAN
1"=10'-0"

Parkhill
Parkhill.com

Police Headquarters

City of Lubbock TEXAS

CLIENT
City of Lubbock
1401 15th Street
Lubbock, Texas
79401

PROJECT NO.
8715.18

KEY PLAN

#	DATE	DESCRIPTION
-	02/10/2021	100% Construction Documents

Landscape Irrigation Plan

L-106

PLANTING GENERAL NOTES

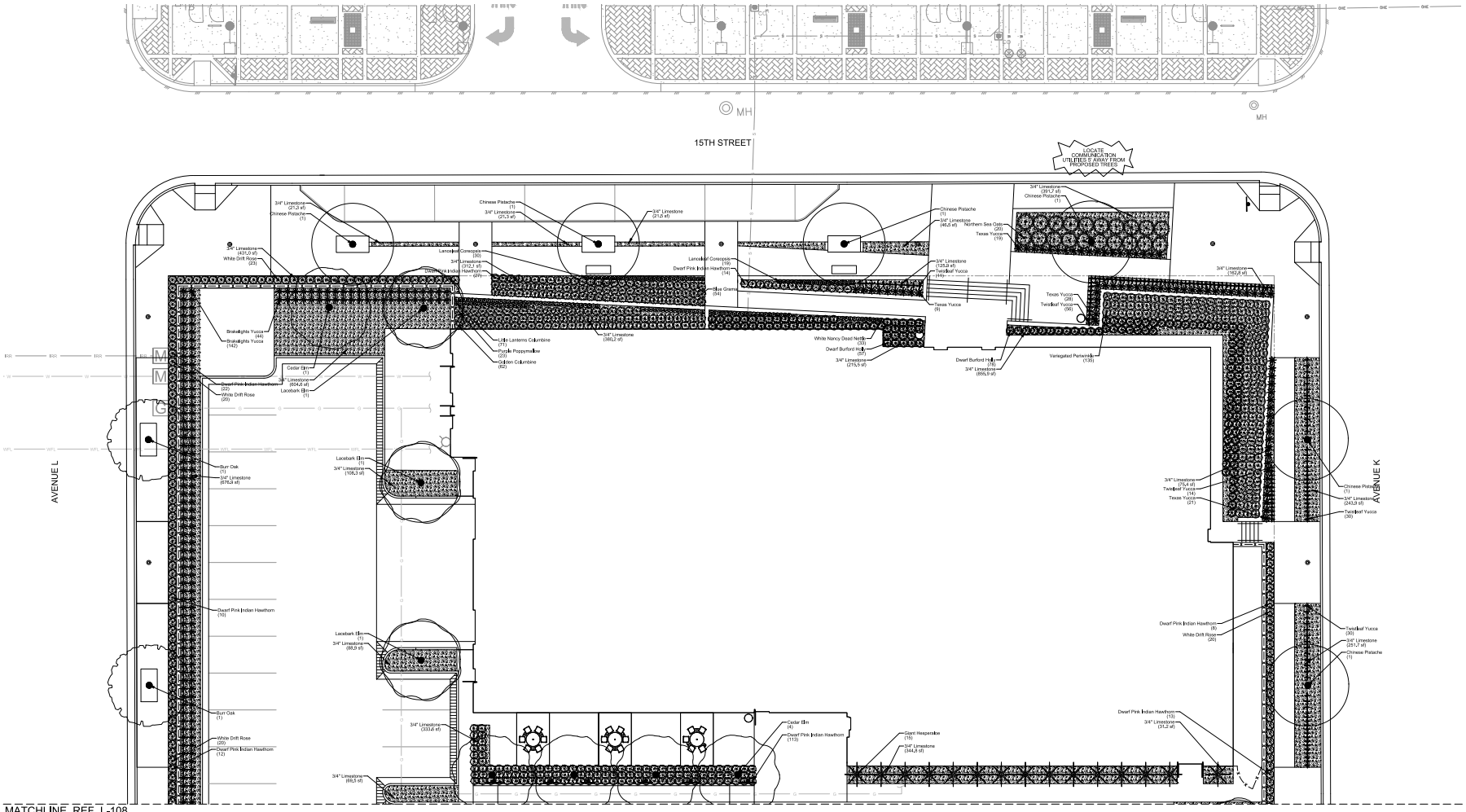
A. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE CONTRACT AND SPECIFICATIONS FOR REQUIREMENTS NOT LISTED HEREIN.
B. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
C. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING PLAN SHOWN ON ALL DRAWINGS. PLANT COUNTS AND SQUARE FOOTAGES ARE PROVIDED AS A COURTESY ONLY.
D. ALL PLANT MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN OR EQUIVALENT.
E. IN THE CASE OF A DISCREPANCY BETWEEN THE CONTAINER SIZE CALLED OUT IN PLANT LIST AND THE CALIPER AND HEIGHT OF PLANT MATERIAL, THE SPECIFIED TREE MUST MEET THE CALIPER AND HEIGHT REQUIREMENTS SPECIFIED, EVEN IF THE LARGER CONTAINER SIZE IS REQUIRED TO MEET THESE SPECIFICATIONS AT NO ADDITIONAL COST TO THE OWNER.
F. ALL PLANTS TO BE GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND.
G. WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE PLANT BALL SHALL BE CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
H. LANDSCAPE CONTRACTOR SHALL LOCATE THE SOURCE OF AND SELECT ALL PLANTS FOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT.
I. ALL PLANT MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY AT THE NURSERIES OR SUPPLIERS BY THE PROJECT LANDSCAPE ARCHITECT.
J. IF ANY SOURCE OF PLANTS IS LOCATED FURTHER THAN 30 MILES FROM THE PROJECT SITE THE CONTRACTOR WILL BE REQUIRED TO PAY TIME AND TRAVEL EXPENSES INCURRED BY THE PROJECT LANDSCAPE ARCHITECT.
K. ALL PLANTS TAGGED AS APPROVED AT NURSERY OR SUPPLIER SHALL BEAR THE SAME TAG WHEN DELIVERED ON SITE.
L. THE RIGHT TO REJECT PLANT MATERIALS DELIVERED TO THE SITE THAT DO NOT BEAR APPROVAL TAGS IS RESERVED BY THE PROJECT LANDSCAPE ARCHITECT.
M. IN AREAS WHERE PAVING SUBGRADES AND BUILDING PADS EXTEND INTO PLANT BED AREAS, 6 INCH HOLES SHALL BE DRILLED EVERY 3 FEET AND FILLED WITH 1 INCH DIAMETER GRAVEL TO PROVIDE PERCOLATION AND DRAINAGE FOR THE PLANTING BED. HOLES SHALL BE DRILLED THROUGH IMPROVED SUBGRADES INTO EXISTING SITE SOILS BUT NO DEEPER THAN FOUR FEET.
N. ALL PLANTING BEDS TO RECEIVE 2 INCHES OF BACK TO EARTH COMPOST PER SQUARE FOOT AND 1 POUND OF A 4(N)-1(P)2(K) RATIO FERTILIZER PER 100 SQUARE FEET. BOTH MATERIALS SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF 12 INCHES.
O. ALL FINAL PLANTING BED GRADES IN AREAS WHERE ORGANIC AND/OR INORGANIC MULCH IS BEING APPLIED SHOULD BE 3 INCHES BELOW ADJACENT HARD SURFACES.
P. NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING IS COMPLETE AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT.
Q. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE BEFORE DIGGING OR AS ESTABLISHED IN CONTAINER.
R. ALL PLANTS SHALL BE INSTALLED AS PER DETAILS.
S. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED WEEKLY OR MORE OFTEN AS NEEDED DURING THE FIRST GROWING SEASON.
T. ALL PLANTING BEDS TO RECEIVE 4" DEPTH OF 3/4" LIMESTONE AGGREGATE MULCH UNLESS OTHERWISE NOTED ON PLANS.
U. THE DAY PRIOR TO PLANTING, THE LOCATION OF ALL TREES AND SHRUBS SHALL BE STAKED FOR APPROVAL BY THE LANDSCAPE ARCHITECT.
V. THE CONTRACTOR SHALL PRUNE ALL BRANCHES 6 FEET ABOVE FINISH GRADE ON ALL DECIDUOUS TREES 12 FEET OR TALLER.
W. AREAS TO BE FILLED WITH INORGANIC MULCHES WITH A DIAMETER LESS THAN 1/4 INCH IN SIZE SHALL BE COMPACTED TO 85% PROCTOR DENSITY BEFORE MULCH IS PLACED.

PLANTING SCHEDULE

TREES	QTY	COMMON NAME	BOTANICAL NAME	CAL	SIZE
	7	CHINESE PISTACHE	PISTACIA CHINENSIS	3" CAL	12'-14' HT
	3	BURR OAK	QUERCUS MACROCARPA	3" CAL	12'-14' HT
	10	SHUMARD RED OAK	QUERCUS SHUMARDII	3" CAL	12'-14' HT
	10	CEDAR ELM	ULMUS CRASSIFOLIA	3" CAL	12'-14' HT
	4	LACEBARK ELM	ULMUS PARVIFOLIA	3" CAL	12'-14' HT

SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE
	71	LITTLE LANTERNS COLUMBINE	AQUILEGIA CANADENSIS `LITTLE LANTERNS`	1 GAL	1'H X 1'W
	62	GOLDEN COLUMBINE	AQUILEGIA CHRYSANTHA	1 GAL	2'-3'HT
	54	BLUE GRAMA	BOUTELOUA GRACILIS `BLONDE AMBITION`	1 GAL	2' H X 2' W
	6	FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER`	1 GAL	1'H X 1'W
	23	PURPLE POPPYMALLOW	CALLIRHOE INVOLUCRATA	1 GAL	1'H X 1'W
	20	NORTHERN SEA OATS	CHASMANTHIUM LATIFOLIUM	1 GAL	2' H X 2' W
	49	LANCELEAF COREOPSIS	COREOPSIS LANCEOLATA	1 GAL	1'H X 1'W
	15	GIANT HESPERALOE	HESPERALOE FUNIFERA	5 GAL	3' H, 4' W
	351	BRAKELIGHTS YUCCA	HESPERALOE PARVIFLORA `BRAKELIGHTS` TM	1 GAL	1'H X 1'W
	135	DWARF BURFORD HOLLY	ILEX CORNUTA `BURFORDII NANA`	1 GAL	2' H X 2' W
	12	NELLIE R. STEVENS HOLLY	ILEX X `NELLIE R. STEVENS`	15 GAL	6' H X 5' W
	33	WHITE NANCY DEAD NETTLE	LAMIUM MACULATUM `WHITE NANCY`	1 GAL	1'H X 1'W
	302	DWARF PINK INDIAN HAWTHORN	RHAPHIOLEPIS INDICA `DWARF PINK`	1 GAL	2' H X 2' W
	205	WHITE DRIFT ROSE	ROSA HYBRID `MEIZORLAND`	1 GAL	2' H X 2' W
	135	VARIEGATED PERIWINKLE	VINCA MAJOR `VARIEGATA`	1 GAL	1'H X 1'W
	171	TWISTLEAF YUCCA	YUCCA PALLIDA	1 GAL	1'H X 1'W
	77	TEXAS YUCCA	YUCCA RUPICOLA	1 GAL	2' H X 2' W

GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT
	11,250.4 SF	3/4" LIMESTONE	3/4" WASHED LIMESTONE AGGREGATE	SF
	2,104.6 SF	BERMUDA SOD	CYNODON DACTYLON `CELEBRATION`	SF



A1 LANDSCAPE PLANTING PLAN
1"=10'-0"

Parkhill

02/10/2021

Parkhill.com

Police Headquarters

City of Lubbock TEXAS

CLIENT
City of Lubbock

1401 15th Street
Lubbock, Texas
79401

PROJECT NO.
8715.18

KEY PLAN

#	DATE	DESCRIPTION
1	02/10/2021	100% Construction Documents

Landscape Planting Plan

L-107

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PLANTING SCHEDULE

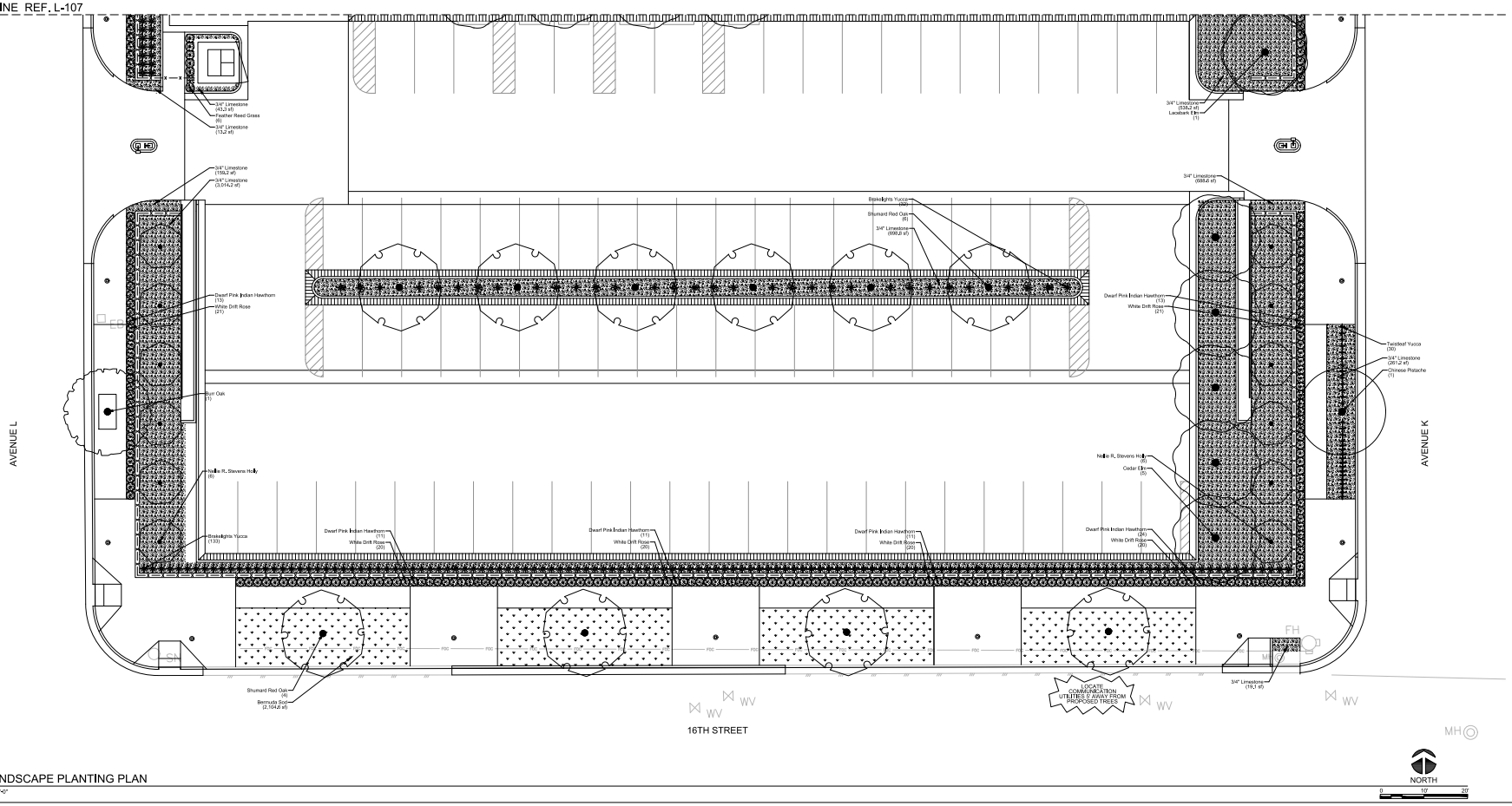
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	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE
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	351	BRAKELIGHTS YUCCA	HESPERALOE PARVIFLORA `BRAKELIGHTS` TM	1 GAL	1'H X 1'W
	135	DWARF BURFORD HOLLY	ILEX CORNUTA `BURFORDII NANA`	1 GAL	2` H X 2` W
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MATCHLINE REF. L-107



A1 LANDSCAPE PLANTING PLAN
1"=10'-0"

Parkhill
Parkhill.com

Police Headquarters

City of Lubbock TEXAS

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KEY PLAN

#	DATE	DESCRIPTION
-	02/10/2021	100% Construction Documents

Landscape Planting Plan

L-108

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

City of Lubbock
ITB 24-17809-YB
Grounds Maintenance for Various
City of Lubbock Facilities
Bid Form

				West Texas Mowing, LLC	
			Location Total	Plainview, TX $52,300.00	
#	Item Description	Quantity Required (+/-)	UOM	Unit Price	Total Cost
1	Turf Maintenance as per Section				
#1-1	Mowing/Edging/Trimming and Debris Removal Per Cycle - Per Specification	32	CYCLE	$750.00	$24,000.00
2	Overseeding as per Section				
#2-1	Fall Rye Seeding at 10lbs/1,000sqft for All Turf Areas - Per Specification	1	YEARLY	$800.00	$800.00
3	Trash/Litter Removal as per Section				
#3-1	Trash/Litter Collection and Removal as Specified - Per Specification	52	CYCLE	$25.00	$1,300.00
#3-2	Mutt Mitt Stations to be Refilled - Per Specification	52	CYCLE	$25.00	$1,300.00
4	Planting Bed Maintenance as per Section				
#4-1	Litter/Tree Debris Removal; Replantings; Control/Fertilize as Specified for November - February - Per Specification	10	CYCLE	$300.00	3,000.00
#4-2	Litter/Tree Debris Removal; Replantings; Watering; Control/Fertilize as Specified for March - October - Per Specification	32	CYCLE	$300.00	9,600.00
5	Woody Plant Maintenance as per Section				
#5-1	Damaged Limbs/Branch Removal; Replantings; Watering; Control/Fertilize as Specified for November - February - Per Specification	4	CYCLE	$300.00	$1,200.00
#5-2	Damaged Limbs/Branch Removal; Replantings; Watering; Control/Fertilize as Specified for March - October - Per Specification	8	CYCLE	$300.00	$2,400.00
6	Irrigation Maintenance as per Section				
#6-1	System Audit, Replace Damaged Heads, Make Repairs, Reset Programming as Specified for November - February - Per Specification	4	CYCLE	$150.00	$600.00
#6-2	Adjust Waterings, Replace Damaged Heads, Make Repairs, Inspect System Routinely as Specified for March - October - Per Specification	8	CYCLE	$150.00	$1,200.00
7	Hardscape Maintenance as per Section				
#7-1	Remove Debris/Trash Litter, Clean/Scrub Tire Marks, Patch Scrapes or	12	CYCLE	$400.00	$4,800.00
8	Chemical Controls as per Section				
#8-1	January 15th/February 15th - Prodiamine 4L, 0.64oz per Gal; 24D 1oz/Gal; Roundup 2oz/Gal	1	YEARLY	$400.00	$400.00
#8-2	May 15th/June 15th - 24D 1oz/Gal; MSM Turf .25oz/Acre	1	YEARLY	$400.00	$400.00
#8-3	September 1st/September 30th - Prodiamine 4L, 0.64oz per Gal; 24D 1oz/Gal	1	YEARLY	$400.00	$400.00
9	Fertilizer as per Section				
#9-1	March 15th/April 15th - 15-5-10 at 15lbs/1,000 sqft - Per Specification	1	YEARLY	$300.00	$300.00
#9-2	June 15th/July 15th - 15-5-10 at 15lbs/1,000 sqft - Per Specification	1	YEARLY	$300.00	$300.00
#9-3	November 1st/November 30th - 15-5-10 at 15lbs/1,000 sqft - Per Specification	1	YEARLY	$300.00	$300.00
10	Lighting Maintenance as per Section				
#10-1	Monitor All Lighting as Specified and Repair as Needed - Per Specification	12	CYCLE	No Bid	No Bid

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Rocio Ramos a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 82-3904941

Address: 1007 W 11th

City: Plainview State: TX Zip: 79072

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

Please complete the information below.

By Rocio Ramos Date: 2-14-24

Authorized Representative - must sign by hand

Officer Name and Title: Rocio Ramos Owner

Business Telephone Number 806-729-3144 FAX: _____

E-mail Address: rocio_ramos12@hotmail.com

Purchasing and Contract Management

Project Summary

ITB 24-17809-YB
Grounds Maintenance for Various
City of Lubbock Facilities

Notice was published in the Lubbock Avalanche Journal on January 28 & February 4, 2024.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from January 26 to February 15, 2024.
3 individuals attended the pre-bid meeting.
47 vendors downloaded the documents using Bonfire.com.
19 vendors were notified separately.
2 vendors submitted bids.

AI# 12360
Regular City Council Meeting 5. 12.
03/05/2024:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Contract 17826, with Incircle Management, Inc. for mowing services at the City of Lubbock Cemetery.

Item Summary

Contract 17826 is for mowing services for the City of Lubbock Cemetery, for approximately 132 acres and 20 mowing cycles annually.

In response to ITB 24-17826-YB, two companies submitted bids.

Contractor	Amount
Incircle Management, Inc., Colleyville, Texas	$183,654
Summit SVCS, Inc. Lubbock, Texas	$566,010

Staff recommends awarding this contract to the lowest bidder, Incircle Management, Inc. of Colleyville, Texas.

The term of this contract is one-year, with the option of four one-year renewals.

Fiscal Impact

Funding for Contract 17826 has been budgeted to line item 6611-8314 within the Cemetery's budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Contract
Project Summary

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 17826 for Cemetery Turf Maintenance Mowing Services, as per ITB 24-17826-YB, by and between the City of Lubbock and Incircle Management, Inc., of Westlake, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
Rachael Foster, Assistant City Attorney

City of Lubbock
Contract for
Cemetery Turf Maintenance Mowing Services

THIS CONTRACT made and entered into this ___ day of _____**, 2024**, by and between the City of Lubbock ("City"), and **Incircle Management, Inc.** , ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Cemetery Turf Maintenance Mowing Services** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Cemetery Turf Maintenance Mowing Services**

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Cemetery Turf Maintenance Mowing Services**, and more specifically referred to as **Items 1-1 through 1-6** on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one (1) year, with the option of four (4), one (1) 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.

4. 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.

5. 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.

6. A) Prices quoted shall be guaranteed for a period for six (6) months upon City approval. The rate may be adjusted at the City's discretion for the effective change in Consumer Price Index (CPI) or Product Price Index (PPI) as appropriate.

B) 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.

C) 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.

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.

8. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

9. Insurance Requirements

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.
SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Commercial General Liability Requirements: $1M occurrence / $2M aggregate (can be combined with an Excess Liability to meet requirement). CGL is required in ALL contracts. It is perhaps the most important of all insurance policies in a contractual relationship. It insures the Contractor has broad liability coverage for contractual activities and for completed operations. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person).

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

Workers Compensation and Employer Liability Requirements: Statutory. If the vendor is an independent contractor with no employees and are exempt from providing Workers' Compensation coverage, they must sign a waiver (obtained from COL Purchasing) and include a copy of their driver's license. Employer Liability ($1M) is required with Workers Compensation.

* The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp.

* Waivers of Subrogation are required for CGL, AL, and WC.

* To Include Products of Completed Operations endorsement.

* Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non- payment.

* Carriers must meet an A.M. Best rating of A- or better.

* Subcontractors must carry same limits as listed above.

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

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

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

10. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

12. 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.

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

14. 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 on insurance from the Subcontractor that complies with all contract Insurance requirements.

15. 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.

16. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services

to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

17. **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 contact 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.

18. 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.

19. 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.

    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.

20. 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.

21. 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.

22. This Contract consists of the following documents set forth herein; Invitation to Bid No. 24-17826-YB, Specifications, and the Bid Form.

-----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:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

for CV

Colby VanGundy, Director of Parks and Recreation

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Heebak Jung

Print Name

3305 Pembrooke PKWY S

Address

Colleyville TX 76034

City, State, Zip Code

City of Lubbock, TX
ITB 24-17826-YB
Cemetery Turf Maintenance Mowing Services
Specifications

Introduction / Intent

The City of Lubbock invites qualified and experienced turf maintenance contractors to submit bids to provide turf maintenance services at the City of Lubbock Cemetery, located at 2011 East 31st Street Lubbock, TX 79404. This historic cemetery, sprawling across 132 acres with over 60,000 headstones, holds immense cultural and historical significance within the Lubbock community.

Interested contractors should possess relevant experience in turf maintenance services, demonstrate a commitment to detail-oriented and respectful landscape care, and comply with all industry standards and regulations. **The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.** The City of Lubbock emphasizes the importance of maintaining the Cemetery grounds with professionalism and sensitivity. We look forward to receiving your bids and partnering with a contractor committed to excellence in turf maintenance services.

1. Specifications and Expectations

A. Contractor Responsibilities

- Contractor is responsible for safe and careful operation of mowing and trimming equipment around headstones, footstones, memorials, monuments, cemetery markers, facilities, funeral set-ups, trees, shrubs, utilities, all public art, and the irrigation system.
- Contractor is responsible for trimming and edging all rights-of-way, roads and alleys throughout the entire Cemetery. All grasses and/or weeds from the centerline to the edge, or beyond the curb, shall be trimmed.
- Contractor is responsible for blowing all clippings off of sidewalks, walkways, parking lots, rights-of-way, roads, alleys and around the Cemetery Office and Mausoleum.
- Contractor is responsible for notifying the Cemetery Supervisor of the Contractor's designated representative (crew supervisor). The Contractor's designated representative (crew supervisor) must be on the property during maintenance operations. The Cemetery Supervisor, or a Cemetery representative, must be able to access and contact the Contractor's designated representative (crew supervisor) during Contractor's maintenance operations.
- **Contractor is responsible for reporting any damage to the Cemetery Supervisor as soon as possible, but not exceeding 24 hours from the time the damage occurred**.
- If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at Contractor's own expense and to the approval of the Cemetery Supervisor. Time required to repair damaged property shall be expedient and to the approval of the Cemetery Supervisor. If the damage is not repaired in the agreed upon time period, the City may (after a 48-hour notice) proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2. **Mowing**

- Mowing commencement and conclusion shall be at the discretion of the Cemetery Supervisor.
- Mowing height shall be between 2.5" to 3", but Contractor shall never cut more than 1/3" of the blade.
- Mowing height shall be adjusted for final "freeze cut" at the discretion of the Cemetery Supervisor.
- Mowing height may be adjusted as necessary at the discretion of the Cemetery Supervisor.
- Mowers shall leave **no clumps or windrows** of grass.
- The following areas shall be cut entirely with a **push mower only** each mowing cycle:
    - Cemetery Main Office surrounds
    - Mausoleum surrounds

3. **Edging**

- Cremation Gardens, Cemetery Main Office Building, the Mausoleum, all sidewalks, and all street curbs shall be edged to a depth of 1 ".
- Contractor shall use a "stick edger" with blades or similar equipment approved by the Cemetery Supervisor. String trimmers may not be used for these tasks. Chemical edging is not permitted.
- All edging, including street curb/gutter edging, shall be accomplished concurrently with mowing operations and all clippings from this activity shall be removed from hard surfaces the same day that the task is performed.

4. **Trimming**

- All string trimming must be done to achieve a height uniform with the mowing height.
- Trimming must be performed around monuments/headstones (both flat and upright), plaques, trees, plant beds, buildings, signs, fences, and any other plants or structures. All hard surfaces, sidewalks, streets and parking areas must be kept free of grass, weeds and debris.
- Grass should be trimmed back (or edged) a minimum of 6" from the lip of the curb/gutter of all streets with curb and gutter.
- All trimming shall be accomplished concurrently with mowing operations and all clippings from this activity shall be removed from hard surfaces the same day that the task is performed.
- The following areas (small sections) shall be cut entirely with a string trimmer only each mowing cycle:
    - Both Cremation Garden areas
    - Block 47 Baby Land

5. Time and Schedule

Mowing, edging, and trimming of Cemetery property shall be performed between 8:00am and 5:00pm weekdays during **a concurrent maximum seven-day time period** (meaning a cycle shall be completed from start to finish in a 7-day window or less), and consist of up to a maximum of 20 cycles annually between the months of March and November. The City does not guarantee any specific amount of compensation, volume, or minimum amount of services. The number of cycles will be dependent upon weather, irrigation and drought conditions. **Maintenance will not be performed on City holidays or weekends**. Contractor requests for exceptions to this schedule must be made in writing and approved by the Cemetery Supervisor.

TENTATIVE MOWING FREQUENCIES:

January	0	July	2
February	0	August	2
March	2	September	2
April	3	October	3
May	2	November	2
June	2	December	0

6. Control of Work

A. Equipment

- Equipment shall include a minimum of three (3) zero turn mowers, two (2) push mowers, three (3) string trimmers, two (2) edgers with blades and two (2) high-powered leaf blowers in good working condition at all times.
- Decks for zero turn and riding mowers **shall not exceed 60"** so that they can pass safely through the rows of monuments and headstones.
- Other larger equipment, such as a batwing mower, may be used to mow larger, open areas.
- An **equipment evaluation** may take place prior to awarding this contract. This will require the candidate to provide the City with information regarding quantity, types and condition of their equipment, and could result in City staff inspecting the equipment in person.

7. Funeral Services / Funeral Processions

- The Contractor shall schedule and perform work to enhance visitor experience, ensure the safety of visitors and staff, and to restrict conflict, interference, or inconveniencing funeral services or funeral processions on the Cemetery property.
- The Cemetery Supervisor can provide the Contractor with the locations and times of pending funeral services at a minimum of 24 hours in advance of their occurrence so that the Contractor can maintain a **respectful distance of 150 yards (450 feet) or more** so that the sound of equipment is minimal or cannot be heard.

8. Citizen Contact

- The Contractor shall take all precautions to ensure maintenance activities do not disturb funeral services or those visiting the Cemetery. Contractor contact with those involved with funeral services as well as with visitors to the Cemetery requires sensitivity and

understanding. **Contractor employees should be aware of the location of the Cemetery Main Office and should politely instruct all citizens to direct inquiries there.**

9. Clippings

A leaf blower shall be used to clear all hard surfaces of clippings after each cycle. This includes rights-of-way, roads, sidewalks, and surrounding areas around the Cemetery Main Office and the Mausoleum.

10. Litter / Trash / Debris

- The Contractor understands and acknowledges that litter or debris may accumulate prior to mowing with no fault to either party. **The Contractor shall not mow over trash or debris.** The Contractor shall instruct mower operators to inspect sites carefully to avoid creating dangerous or unsightly conditions and dispose of debris in dumpsters located at the Cemetery.
- Any litter, such as, but not limited to shredded real or artificial flowers, Styrofoam ornaments, or other grave adornments, created by the Contractor in the maintenance of the Cemetery property shall be picked-up and disposed of properly by the Contractor to the satisfaction of the Cemetery Supervisor.
- Contractor's employees will properly dispose of their trash, such as food and beverage containers, in a trashcan or dumpster.

11. Restroom Use

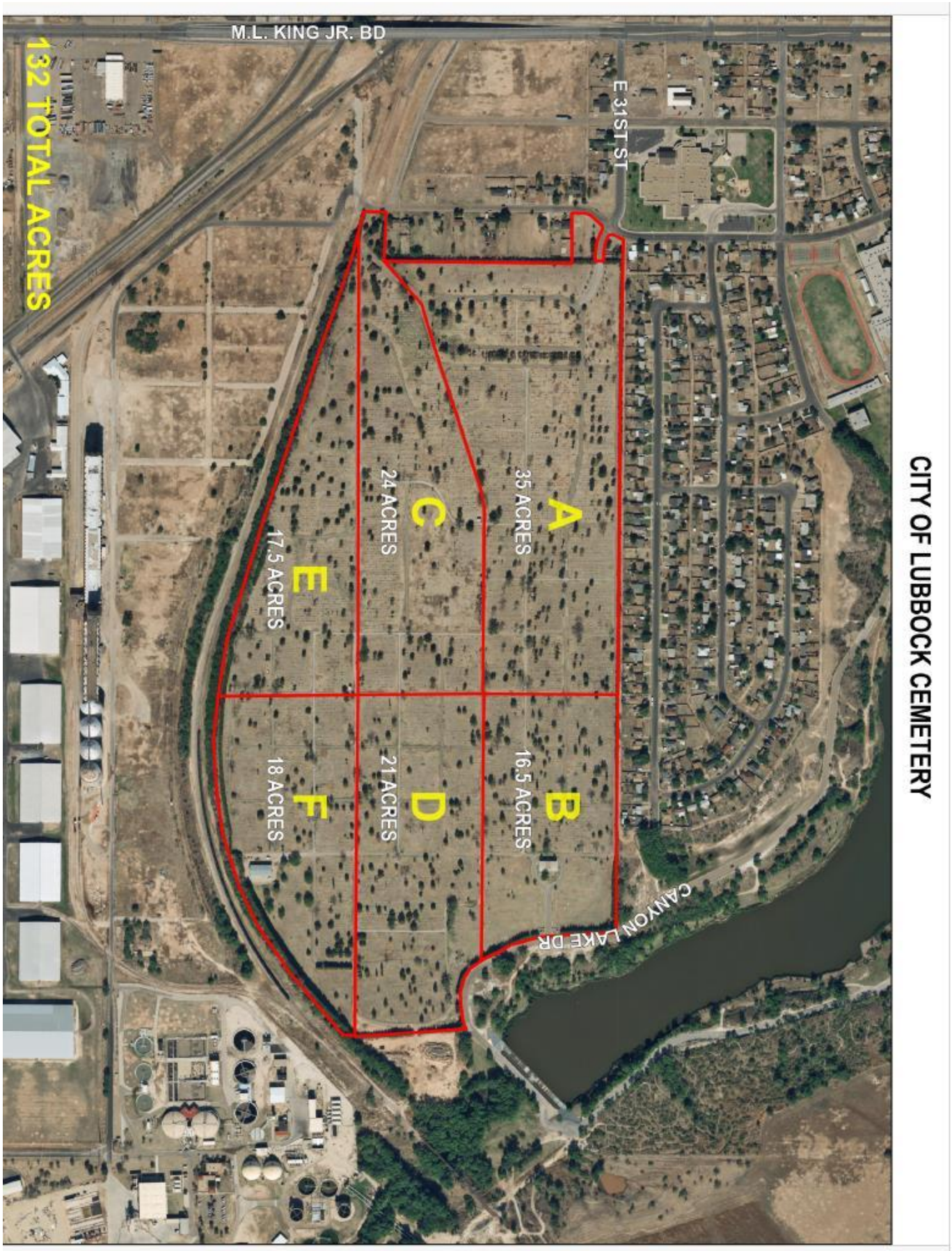
The Cemetery Maintenance Shop has restroom facilities for Contracted employee use. Restroom facilities at the Cemetery Main Office will not be available for use by Contractor's employees.

12. Approval and Invoicing

Upon completion of a cycle, the Cemetery Supervisor will inspect and determine if any other work needs done to deem the cycle complete. Once the Cemetery Supervisor has approved the work, all invoices are to be sent directly to:

City of Lubbock Cemetery
P. O. Box 2000
Lubbock, TX 79457
Or email to the Cemetery Supervisor: HWashington@mylubbock.us

Exhibit A


CITY OF LUBBOCK CEMETERY
M.L. KING JR. BD
E 31ST ST
CANYON LAKE DR
A
35 ACRES
B
16.5 ACRES
C
24 ACRES
D
21 ACRES
E
17.5 ACRES
F
18 ACRES
132 TOTAL ACRES

City of Lubbock, TX
Purchasing and Contract Management
Vendor Acknowledgement Form

In compliance with the **Invitation to Bid**, the undersigned Bidder having examined the Invitation to Bid, instructions to bidders, General Conditions of the Agreement, Specifications, and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material, equipment, labor and everything necessary for providing the items listed and agrees to deliver said items at the locations and for the prices set forth on the bid form and/or the bid table associated with this bid.

A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid is by reference incorporated in this contract.

Where applicable, prices are quoted as: **F.O.B. Destination, Freight Pre-Paid and Allowed**
Where applicable, delivery days are: **Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of N/A %, net _____calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

City of Lubbock
ITB 24-17826-YB
Cemetery Turf Maintenance
Mowing Services
Bid Form

				Incircle Management Inc	
			Location	**Westlake, TX**	
			Total	**$183,654.00**	
	Item Description	Approx. Maintenance /Mowable Acreage (+/-)	Approx. Annual Maintenance Cycles (+/-)	Maintenance Cycle Unit Price	Extended Cost
1	Area A Forsythia to West Entrance, Dogwood to North Property Line - Per Specifications	35	20	$1,995.00	$69,825.00
2	Area B - Forsythia to Canyon Lakes Drive, Dogwood North to Property Line - Per Specifications	16.5	20	$990.00	$16,335.00
3	Area C -Dogwood to Gallardia, Forsythia to Office, to back Fence Line - Per Specifications	24	20	$1,416.00	$33,984.00
4	Area D - Dogwood to Gallardia, Forsythia to Canyon Lake Drive - Per Specifications	21	20	$1,239.00	$26,019.00
5	Area E - Gallardia to South Property Line, Forsythia West to Office - Per Specifications	17.5	20	$1,050.00	$18,375.00
6	Area F - Gallardia to South Property Line, Forsythia to East Property Line - Per Specifications	18	20	$1,062.00	$19,116.00

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

ADDENDA

Bidder acknowledges receipt of addenda issued in regard to this solicitation:

Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____
Addenda No._____Date_____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.
Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.
I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

CONTRACTOR ACKNOWLEDGEMENT

In compliance with this solicitation, the undersigned bidder, having examined the bid documents, instructions to bidders, documents associated with the invitation to bid, and being familiar with the conditions to be met has reviewed the above information regarding:

- **Suspension and Debarment Certification**
- **Texas Government Code Section 2252.152**
- **Texas Government Code Section 2271.002**
- **Texas Government Code 2274**

SUBMISSION INFORMATION

An individual authorized to bind the company must sign the following section. Failure to execute this portion may result in bid rejection.

THIS BID IS SUBMITTED BY Incircle Management Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Tax ID No.: 75 2785292

Address: 5992 Mahotea Boone TRL

City: Westlake State: TX Zip: 76262

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

Please complete the information below.

By _____ Date: 2/16/2024

Authorized Representative - must sign by hand

Officer Name and Title: Heebok Jung President

Business Telephone Number 214-587-5257 FAX: _____

E-mail Address: incircleoffice@gmail.com

Purchasing and Contract Management

Project Summary

ITB 24-17826-YB
Cemetery Turf Maintenance Mowing Services

Notice was published in the Lubbock Avalanche Journal on February 6 & February 13, 2024.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from February 6 to February 21, 2024.
3individuals attended the pre-bid meeting.
31 vendors downloaded the documents using Bonfire.com.
19 vendors were notified separately.
3 vendors submitted bids.

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order 10027217, with Road Runner Bridge, for the purchase and installation of a new pedestrian utility bridge with steel frame and timber decking, for Mackenzie Park Lake.

Item Summary

In the summer of 2023, the pedestrian bridge at Mackenzie Park Lake caught fire and sustained damage beyond repair. The Parks and Recreation Department, along with consultants at Parkhill, deemed the bridge a total loss and therefore chose to go with a full replacement. Staff contacted Road Runner Bridge out of Greenville, Texas, to provide a quote for a new utility bridge. Road Runner Bridge is listed as a vendor through the Purchasing Cooperative of America (OD-393-23 Bridge Contract).

This is a utility bridge, with fully welded steel tube frame, a black powder coated finish with 42-inch railing and 3-inch x 12-inch x 8-foot Douglas Fir timber decking, consisting of long-life copper naphthenate treatment. The bridge will have an 8-ton (16,000 lb.) load capacity.

The quote for the bridge and installation at Mackenzie Park Lake is $144,626.

The contract includes:

- Utility Bridge
- Freight
- Installation
- Tree Removal, backfill, drainage and site clean-up
- Concrete approach pad with anti-automobile bollards

Fiscal Impact

A total of $144,626 for Purchase Order 10027217, with Road Runner Bridge, is funded in Capital Improvement Project 92567, Dock and Bridge Replacement.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Purchase Order
Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order 10027217, in accordance with Contract PCA OD-393-23 for the purchase and installation of a Utility Bridge for Mackenzie Park Lake, by and between the City of Lubbock and Road Runner Bridge, of Greenville, Texas, and all related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.PO 10027217 PCA OD-393-23 Road Runner Bridge
2.16.24

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 2/15/2024
Order Number 10027217 000 OP
Branch/Plant 5223

TO: ROAD RUNNER BRIDGE
PO BOX 8246
GREENVILLE TX 75404-8246

SHIP TO: CITY OF LUBBOCK - CENTRAL SHOP
308 MUNICIPAL DRIVE
LUBBOCK TX 79403

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

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

Ordered 2/27/2024
Requested 3/29/2024
Delivery PER K ROBINSON REQ 61388

Freight .
Taken By K MORGAN
PCA OD-393-23/ PUR17922

If you have any questions, please contact Kalee Robinson at 806-775-2672 or via email at KRobinson@mylubbock.us

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Purchase and Installation of Utility Bridge	1.000	144,626.0000	EA	144,626.00	3/29/2024

Total Order

Terms NET 10 DAYS 144,626.00

INSURANCE REQUIRED:

Commercial General Liability: $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. Commercial General Liability to include Products – Completion/OP, Personal and Advertising Injury, Contractual Liability, Fire Damage (any one fire), and Medical Expenses (any one person). **Automotive Liability:** $1M occurrence is needed.	**Workers Compensation and Employer Liability:** 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.EmployerLiability($1M) is requiredwith Workers Compensation. **Additional Policies:** **Commercial General Liability Heavy Equipment Endorsement:** Heavy equipment endorsement is required
*The City of Lubbock (including its officials, employees and volunteers) shall be afforded additional insured status on a primary and non-contributory basis on all liability policies except professional liabilities and workers' comp. *Waivers of Subrogation are required for CGL, AL, and WC. *To Include Products of Completed Operations endorsement. *Carrier will provide a 30-day written notice of cancellation, 10-day written notice for non-payment. *Carriers must meet an A.M. Best rating of A- or better. *Subcontractors must carry same limits as listed above.	

This purchase order encumbers funds in the amount of $144,626.00 awarded to Road Runner Bridge of Greenville, TX, on _____, 2024. The following is incorporated into and made part of this purchase order by reference: Quote dated February 15, 2024, from Road Runner Bridge of Greenville, TX, and PCA OD-393-23.

Resolution #_____

CITY OF LUBBOCK:

_____
Tray Payne, Mayor

ATTEST:

_____
Courtney Paz, City Secretary

Rev. 3/2022

PURCHASE ORDER
TERMS AND CONDITIONS
STANDARD TERMS AND CONDITIONS

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roadrunner Bridge
3734 State Hwy S • Greenville, TX 75402
903-224-9262
www.roadrunnerbridge.com

Krishna Fahrlender (806-775-2677 office)
3rd Floor, Citizen's Tower 1314 Avenue K
Lubbock, TX 79401
kfahrlender@mylubbock.us

Proposal # 1261 v4
February 15, 2024
Quoted By: Dan Thompson
Cell: 972-342-4478

Project Name: Mackenzie Park Bridge Replacement
Project Location: 601 E. Municipal Drive Lubbock, TX 79403

Road Runner Bridge 8' W – 56' L – U with Installation

Item	DESCRIPTION	PRICE
1	Utility Bridge, fully welded steel tube frame with black powder coated finish with 42" railing and 3" x 12" x 8' Douglas Fir timber decking with long life copper naphthenate treatment. 8-ton (16,000 lb.) load capacity.	$72,313
2	Freight to Lubbock, TX	$5,777
3	Installation by Roadrunner Bridge	$66,536
4	Demolition and disposal of existing bridge	By Customer
5	Geotechnical Study by 3rd Party Civil Engineering Firm, if needed	By Customer
6	Locate all Utilities in Construction Site	By Customer
7	Dewatering and Rerouting any Existing Creek Flows	NA
8	Tree Removal, Backfill, Drainage, Site Cleanup	Included
9	Concrete Road Surface on Bridge	NA
10	Concrete Approach Pad with anti-automobile bollards	Included
11	Finish Bridge Approach Road Surfacing	NA
12	Hydrology Study	NA
	PCA OD-393-23 Bridge Contract **TOTAL COST**	**$144,626**

Terms:

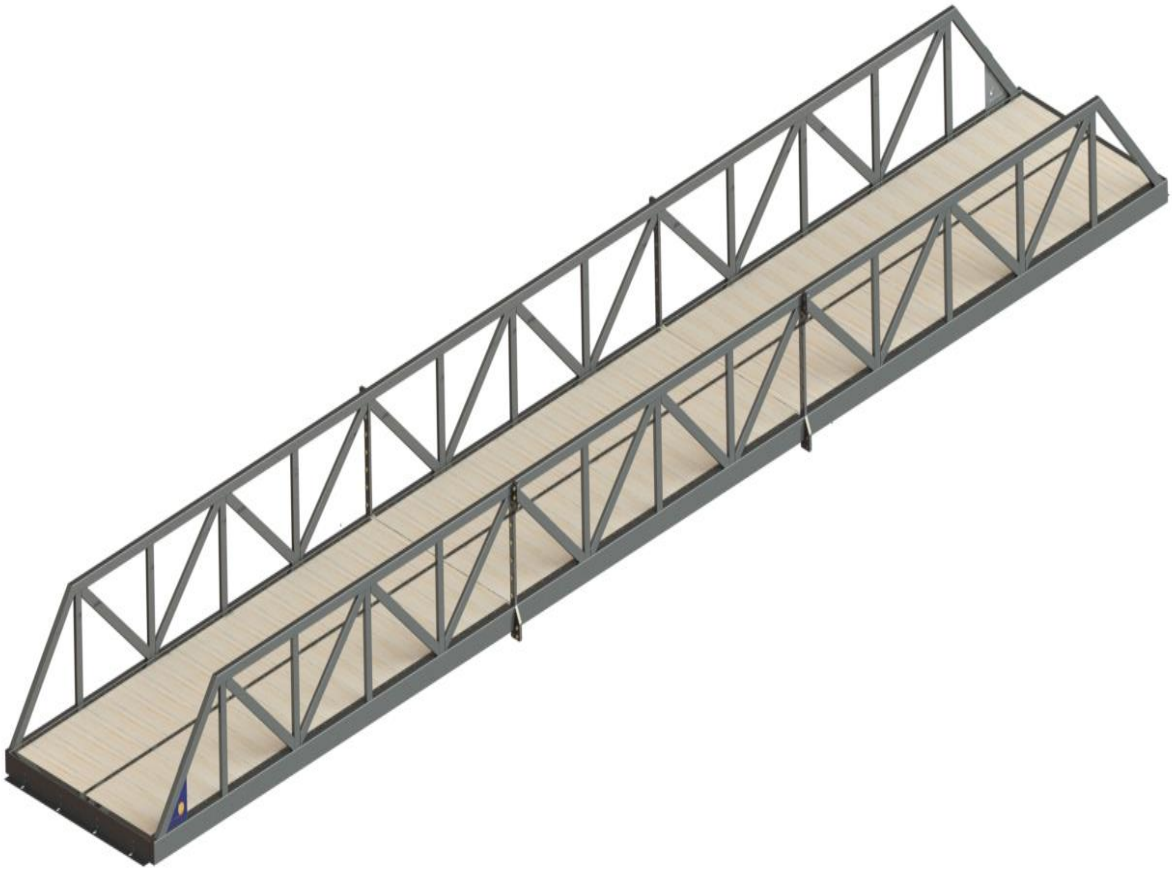
- **50% downpayment ($72,313) required after issue of purchase order for bridge shipment.** The remaining 50% ($72,313) balance is due upon installation completion.
- Sales Tax exemption certificate required
- See General Terms and Conditions

Acceptance of Order and Terms and Conditions:

Printed Name _____ Date _____

Signature _____ Installation location _____

ROADRUNNER BRIDGE



General Terms and Conditions

DELIVERY:
Delivery of goods shall be F.O.B. Greenville, Texas, unless otherwise specified.

SHIPPING:
The buyer is responsible for the transport cost and liability during transportation. Prepay and add Shipping will be billed at cost plus 20%.

WARRANTY:
Roadrunner Bridge offers a **Five (5) year warranty for manufactured defects only** after the delivery date to the customer.

PAYMENT:
Payment must be made in full at the time of order via Check, Cashier's Check, or ACH. **All checks must be made payable to Roadrunner Bridge.** Third party financing is available. Fees will apply if using a credit card form of payment.

CANCELLATION:
Cancellation without liability of this proposal after acceptance by the Buyer can be made only with the Seller agreeing in writing. The charge for cancellation shall be 10% of the total order.

INDEMNITY:
Buyer agrees, to the maximum extent permitted by law, to indemnify, defend, and hold harmless Roadrunner Bridge and its employees, agents, representatives, shareholders, directors, officers, members, managers, and insurers (collectively "Indemnitee"), against and from all alleged or actual liability, claims, demands, liens, and damages of any nature whatsoever (collectively "Claim"), for the death of or injury to any employee or agent of Roadrunner Bridge to the extent caused by or resulting from the negligence of Buyer or any employee, agent or subcontractor of Buyer.

GOVERNING LAW / ARBRITRATION:
This contract shall be governed by and construed in accordance with the laws of that state of Texas, USA. Any dispute, controversy, or claim arising out of or relating to this contract of sale shall be resolved exclusively by binding arbitration conducted in Hunt County, Texas, and administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules.

TAXES, DUTY, AND PERMITS:
Items are subject to sales tax. Sales, Use, Excise, Occupational tax or any other Federal, State or Municipal tax, Duty or Permit Fees are not (unless otherwise stated) included in this proposal price. The Buyer hereby assumes and agrees to pay and/or reimburse the Seller for any of the above taxes, assessments or fees arising out of this transaction.

City of Lubbock, TX
Capital Project
Project Cost Detail
March 5, 2024

Capital Project Number:	92567
Capital Project Name:	Dock and Bridge Replacement

Encumbered/Expended	**Budget**
MUDCO Inc.	$ 3,044
MH Civil Contrustructors, Inc.	66,400
EZ Dock of Texas, Inc.	374,644
Misc.	734
Agenda Item March 5, 2024	
Road Runner Bridge	144,626
Encumbered/Expended To Date	589,448
Estimated Costs for Remaining Appropriation	
Dock and Bridget Repair/Replacement	231,006
Remaining Appropriation	231,006
Total Appropriation	$ 820,454

AI# 12354
Regular City Council Meeting 5. 14.
03/05/2024:

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the City Council to reject any and all bids received for the landscape and maintenance of I-27 from 13th Street to 19th Street.

Item Summary

ITB 24-17530-YB was issued for landscape and maintenance of I-27 right-of-way from 13th Street to 19th Street.

In response to ITB 24-17530-YB, the following bids were received.

Contractor	Amount
Turf Raider Lawn & Landscape, Lubbock, Texas	$45,400
MDM Mowing, Lubbock, Texas, Lubbock, Texas	$72,000

The bids exceeded the department's budget and opinion of probable cost. Therefore, staff recommends that the City Council reject any and all bids submitted.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Draft Tab
Project Summary

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for Landscape and Maintenance of I-27 Right of Ways 13th Street to 19th Street, pursuant to ITB 24-17530-YB and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES.Rejection of Bids- ITB 24-17530-YB
2.20.24

City of Lubbock
ITB 24-17530-YB
Landscape Maintenance I-27
Right of Ways 13th Street to 19th Street
Draft Tab

					MDM Mowing & More		Turf Raider Lawn & Landscape	
				Location Total	Lubbock, TX $72,000.00		Lubbock, TX $45,400.00	
	Item Description	Quantity Required (+/-)	UOM		Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Provide Landscape & Maintenance I-27 Right of Ways 13th Street to 19th Street - Per Specification	1	ANNUAL LUMP SUM		$72,000.00	$72,000.00	$45,400.00	$45,400.00

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

Purchasing and Contract Management

Project Summary

ITB 24-17530-YB
Landscape & Maintenance
I-27 Right of Ways 13th Street to 19th Street

Notice was published in the Lubbock Avalanche Journal on November 12 & November 19, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from November 10 to November 29, 2023.
37 vendors downloaded the documents using Bonfire.com.
19 vendors were notified separately.
2 vendors submitted bids.

AI# 12327
Regular City Council Meeting 5. 15.
03/05/2024:

Information

Agenda Item

Resolution - Civic Centers: Consider a resolution authorizing the Mayor to execute an Application for Eligibility to Receive Surplus Property, for the transfer of one Baldwin nine-foot grand piano to Texas Tech University, for use in the School of Music.

Item Summary

Pursuant to City policy, the City Council may authorize the transfer of surplus and salvage property to other governmental agencies and to charitable and civic organizations provided the agency or organization provides public services that benefit all or a significant part of the City.

The contract transfers one Baldwin 9-foot grand piano to Texas Tech University. The students in the university's School of Music will utilize the piano to enhance their education.

The piano is in need of considerable repairs and has been in storage since it was removed from the Municipal Auditorium. No City departments require the piano.

Fiscal Impact

The piano has minimal value.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution - Piano Civic Center to TTU
Application for Donation

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, upon finding a public purpose and benefit to the citizens of Lubbock, may authorize the transfer of certain City-owned surplus and salvage property at no cost; and

WHEREAS, the City of Lubbock owns certain surplus property it wishes to transfer (herein called the "Surplus Property") at no cost; and

WHEREAS, the City Council finds that the services provided by Texas Tech University School of Music through Texas Tech University (herein called the "Transferee"), a Texas public institution of higher education, provide a significant public benefit to the citizens of the City of Lubbock; and

WHEREAS, the City Council finds that the transfer of the Surplus Property to the Transferee at no cost provides a public benefit and furthers the health, safety, and welfare of the citizens of the City of Lubbock:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council of the City of Lubbock does hereby transfer the Surplus Property as listed in Exhibit "A", to the Transferee at no cost to the Transferee. Said Exhibit "A" 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Marta Alvarez, Director of Purchasing

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

ccdocsII/RES.CitySurplusProperty-Grand Piano- TTU School of Music
2.22.24

CERTIFICATIONS AND AGREEMENTS

(a) THE TRANSFEREE CERTIFIES THAT:

1. It is a civic organization or a nonprofit institution or organization, exempt from taxation under the Internal Revenue Code and/or the regulations of the CITY OF LUBBOCK; or is a governmental agency.

2. If a civic organization, the property is needed and will be used by the recipient for carrying out or promoting for the residents of the CITY OF LUBBOCK one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for the furtherance of the purposes of the CITY OF LUBBOCK. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the CITY OF LUBBOCK.

3. Funds are available to pay all costs and charges incident to transfer.

(b) THE TRANSFEREE AGREES TO THE FOLLOWING CONDITIONS:

1. All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the transferee shall immediately notify the CITY OF LUBBOCK, and at the transferee's expense, return such property to the CITY OF LUBBOCK, or otherwise make the property available for transfer or other disposal by the CITY OF LUBBOCK, provided the property is still usable as determined by the CITY OF LUBBOCK.

2. In the event the property is not so used or handled as required by (b)(1), title and right to the possession of such property shall at the option of the CITY OF LUBBOCK revert to the CITY OF LUBBOCK and upon demand the transferee shall release such property to such person as the CITY OF LUBBOCK or its designee shall direct.

c. THE TRANSFEREE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

1. From the date it receives the property listed heron and through the period(s) of time the conditions imposed by (b) remain in effect, the transferee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the CITY OF LUBBOCK, without the prior approval of the CITY OF LUBBOCK under (b). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by the CITY OF LUBBOCK, shall be remitted promptly by the transferee to the CITY OF LUBBOCK, as the case may be.

2. In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the transferee from the date it receives the property through the period(s) of time the conditions imposed by (b) remain in effect, without prior approval of the CITY OF LUBBOCK, the transferee, at the option of the CITY OF LUBBOCK shall pay to the CITY OF LUBBOCK, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by the CITY OF LUBBOCK.

3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the transferee for the purpose(s) for which acquired, the transferee shall promptly notify the CITY OF LUBBOCK, and shall, as directed by the CITY OF LUBBOCK, return the property to the CITY OF LUBBOCK, release the property to another transferee or a department or agency of the CITY OF LUBBOCK, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the transferee to the CITY OF LUBBOCK.

4. The transferee shall make reports to the CITY OF LUBBOCK on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the CITY OF LUBBOCK.

5. At the option of the CITY OF LUBBOCK, the transferee may abrogate the conditions set forth in the terms, reservations, and restrictions pertinent thereto in (c) by payment of an amount as determined by the CITY OF LUBBOCK.

c. THE TRANSFEREE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

1. The property acquired by the transferee is on an "as is, where is" basis, without warranty of any kind, and the CITY OF LUBBOCK, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the transfer of the property, its use, or final disposition.

2. Where a transferee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to transferred property with unexpired terms, conditions, reservations or restrictions occurs, the CITY OF LUBBOCK, as the case may be, will be entitled to reimbursement from the transferee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed transferred items.

DESCRIPTION OF TRANSFERRED PROPERTY

Baldwin Grand Piano

Texas Tech University School of Music

NAME OF ORGANIZATION (TRANSFEREE)

SIGNATURE OF AUTHORIZED OFFICIAL

11/18/23

Director of the School of Music

MAIL COMPLETED FORMS TO: CITY OF LUBBOCK PURCHASING MANAGER, BOX 2000, LUBBOCK, TX 79457.

Information

Agenda Item

Resolution - Civic Centers: Consider a resolution rejecting any and all bids received for the replacement and installation of blinds in the Lubbock Memorial Civic Center.

Item Summary

The City of Lubbock requested bids for the replacement of blinds at the Lubbock Memorial Civic Center. The Bids were to consist of pricing for two separate phases. Phase 1 replaces existing draperies in the office and meeting rooms. Phase 2 is for the procurement and installation of motorized blinds in the West Pedestrian Mall.

A sole bid was received and opened on December 12, 2023. The bid amounts by Budget Blinds of Lubbock North for Phase 1 and Phase 2 are as follows.

Contractor	Amount
Budget Blinds of Lubbock North, Lubbock, Texas	Phase 1: $8,650.00
Budget Blinds of Lubbock North, Lubbock, Texas	Phase 2: $45,460.45

The bid exceeded the department's opinion of probable cost. Staff recommends the City Council reject any and all bids submitted.

Fiscal Impact

None

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Final Bid Tab
Project Summary

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for Blinds for Lubbock Memorial Civic Center, pursuant to ITB 24-17711-SB and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster
_____
Rachael Foster, Assistant City Attorney

ccdocsII/RES Rejection of Bids- ITB 24-17711-SB
2.27.24

The City of Lubbock
ITB 24-17711-SB
Blinds for Lubbock Memorial Civic Center
Final Bid Tab

				Budget Blinds of Lubbock North		
			Location Total Cost	Portales, NM $54,110.45		
#	Items	Quantity (+/-)	UOM	Delivery Days ARO	Unit Price	Total Cost
#1-1	Phase One, as specified	1	Lump Sum	2 Days	$8,650.00	$8,650.00
#1-2	Phase Two, as specified	1	Lump Sum	2 Days	$45,460.45	$45,460.45

Purchasing and Contract Management

Project Summary

ITB 24-17711-SB
Blinds for Lubbock Memorial Civic Center

Notice was published in the Lubbock Avalanche Journal on November 19 & November 26, 2023.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on the State of Texas Electronic State Business Daily.
Notice was published on Bonfire.com from November 17 to December 12, 2023.
4 individuals attended the pre-bid meeting.
22 vendors downloaded the documents using Bonfire.com.
8 vendors were notified separately.
1 vendors submitted a bid.

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving a Memorandum of Understanding, Contract No. 17928, with the Lubbock Economic Development Alliance, for acceptance and review of grant applications on behalf of the City of Lubbock, related to an American Rescue Plan Act workforce training grant program.

Item Summary

The City of Lubbock has allocated $150,000 from the Job Training allocation of the American Rescue Plan Act (ARPA) funds for workforce training grants. The proposed program would provide workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock would provide employers with a $5,000 grant per employee, for up to 2 employees, to assist in offsetting the costs associated with employee training. The following are the requirements of the proposed program:

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.
    - The first $2,500 will be paid to the applicant upon the hiring of a new employee.
    - The remaining $2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.

The Memorandum of Understanding (MOU) with the Lubbock Economic Development Alliance (LEDA) is at no expense to the City of Lubbock. LEDA will solicit and review grant applications and make recommendations to the City of Lubbock. The final agreements with the grantees will be brought back to the City Council for consideration.

Fiscal Impact

The MOU with LEDA is at no expense to the City. Capital Improvement Project 8669.8302.10000, Job Training - ARPA, has $150,000 appropriated for the workforce training grants.

Staff/Board Recommending

Erik Rejino, Assistant City Manager

Attachments

Resolution
MOU - LEDA
Program Guidelines

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding, Contract No. 17928 for acceptance and review of grant applications on behalf of the City of Lubbock, by and between the City of Lubbock and the Lubbock Economic Development Alliance (LEDA), 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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

BJ Howerton for
_____
Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure
_____
Kelli Leisure, Senior Assistant City Attorney

ccdocs/RES.MOU-No. 17982 LEDA ARPA applications
2.21.24

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE CITY OF LUBBOCK AND THE LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

This Memorandum of Understanding (the "MOU"), Contract No. 17928, is made on this _____ day of _____, 2024, by and between the City of Lubbock ("City") and the Lubbock Economic Development Alliance ("LEDA"), a Texas economic development corporation, for the acceptance and review of applications for an American Rescue Plan Act ("ARPA") workforce training grant program on behalf of the City of Lubbock.

WHEREAS, the City of Lubbock has designated one hundred fifty thousand dollars and NO/100 ($150,000.00) of ARPA funds for a workforce training grant program for Lubbock employers in order to help offset the costs of employee training for employees working towards a license in certain trades; and

WHEREAS, each grant under the program detailed herein shall not exceed five thousand dollars and NO/100 ($5,000.00);

WHEREAS, LEDA has agreed to receive employer grant applications on behalf of the City, and will make recommendations to the City regarding applicants who meet program requirements;

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this MOU, the City and LEDA hereby agree as follows:

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from the effective date herein through June 30, 2024.

2. LEDA RESPONSIBILITIES

LEDA shall promote the City's workforce training grant program and receive and review employer application submissions on behalf of the City.

In order to be a qualified applicant, the following requirements must be met:

a. Must be a valid employer with its primary business located in the city limits of the City of Lubbock;
b. Must be eligible to conduct business in the State of Texas;

c. Shall not be delinquent in any payments due to the Texas Comptroller of Public Accounts;
d. Shall not be delinquent in property taxes due to the Lubbock Central Appraisal District or any other local, state, or federal taxing entities; and
e. The employer applicant must have employee pursuing a license in one of the following trades:
    i. Plumbing;
    ii. HVAC; or
    iii. Electrical.

An employer may be eligible for a maximum of two (2) grants under the program described herein. All grant awards shall be at the sole discretion of the City of Lubbock.

3. CITY OF LUBBOCK RESPONSIBILITIES

The City of Lubbock will receive and review application recommendations from LEDA for qualified applicants for the program herein.

4. NOTICE

A. General. Whenever notice between the parties is required or permitted by this MOU 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); (3) email; or (4) 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. LEDA Address. LEDA address and numbers for the purposes of notice are:

Lubbock Economic Development Alliance
Attn: John Osborne
1500 Broadway Street, Suite 6
Lubbock, TX 794014
Telephone: 806-749-4500
Email: john@marketlubbock.org

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

City of Lubbock
Attn: Erik Rejino
P.0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Email: erejino@mylubbock.us

Telephone: 806-775-2355

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 MOU, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

5. NO LIABILITY

No liability will arise or be assumed between the parties as a result of this MOU. All parties to this document will act in good faith to achieve the goals of the MOU in a reasonable time frame. This MOU is a good faith expression of the intent of the Parties.

6. NO JOINT ENTERPRISE

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

7. GOVERNING LAW

This MOU will be governed by the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this MOU shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.

8. AMENDMENTS

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 City and LEDA.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the City and LEDA, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

EXECUTED as of the Effective Date hereof.

The City of Lubbock

_____

Tray Payne, Mayor

Lubbock Economic Development Alliance

_____

John Osborne, President & CEO

APPROVED AS TO CONTENT:

Erik Rejino, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Senior Assistant City Attorney

Workforce Training Grant Program

Overview

The City of Lubbock and LEDA are offering workforce-training grants to employers to assist in offsetting the costs of employee training for employees seeking a license in the licensed trades. The City of Lubbock will provide employers with a $5,000 grant per employee to assist in offsetting the costs associated with employee training.

An employer can request grants for up to two (2) employees. The funds will be available on a first come first serve basis at the sole discretion of the City of Lubbock and will be available until budgeted funds are depleted.

Training Grant Eligibility

- Applicant must be a valid employer located in the city limits of the City of Lubbock.
- Applicant must be eligible to conduct business in the State of Texas.
- Applicant must be current on all payments to the Texas State Comptroller.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records and other taxing districts as applicable.
- A training grant application must be submitted within 90 days of hiring a new employee in order to be eligible.
- The employee must be pursuing a license in the Plumbing, HVAC, or Electrical trades.
- Applicant is eligible for up to two (2) grants.

Training Grant Details

- An employer is eligible to receive one training grant in the amount of $5,000 per employee hired within 90 days of submission of the grant application.
    - The first $2,500 will be paid to the applicant upon the hiring of a new employee.
    - The remaining $2,500 will be paid upon verification that the employee has completed 1,800 hours of training towards licensing in a trade with the employer.
- Applicants will apply directly with LEDA who will then make recommendations to the City for funding.
- All grants are awarded at the sole discretion of the City of Lubbock.

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Joyland Amusement Park Lease Agreement dated April 12, 2022, by and between the City of Lubbock and Mackenzie Park Playground Inc. d/b/a Joyland Amusement Park, abating the rental payments due for 2024 and modifying the termination date to September 30, 2024.

Item Summary

This resolution for consideration will execute Amendment No. 2 to the Joyland Amusement Park Lease Agreement dated April 12, 2022, between the City of Lubbock and Mackenzie Park Playground Inc., d/b/a Joyland Amusement Park. In late 2022, the City of Lubbock was made aware that Joyland Amusement Park would not be reopening in 2023. The owner requested the City consider abating the rent in 2023. In an effort to assist the owner as they work to clear the rides and structures from the parkland, Amendment No. 1 was passed on June 27, 2023.

The owner has again asked the City to consider abating the rent for 2024 while they actively continue to clear the parkland. All rides are now under contract to be sold, and the owner anticipates being off the park grounds by the end of the summer. Amendment No. 2 will abate the rental payments for calendar year 2024 and terminate the existing lease agreement effective September 30, 2024.

Fiscal Impact

Revenue abatement in the amount of $36,000 for calendar year 2024

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution
Amendment No .2
Amendment No.1
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to the Joyland Amusement Park Lease Agreement dated April 12, 2022, abating the rental payments due for the year 2024 and modifying the termination date, by and between the City of Lubbock and Mackenzie Park Playground, Inc. d/b/a Joyland Amusement Park, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Rachael Foster, Assistant City Attorney

RES.Amendment No. 2 Joyland Lease Agreement
2.21.24

AMENDMENT NO. 2
TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
MACKENZIE PARK PLAYGROUND, INC.,
D/B/A JOYLAND AMUSEMENT PARK

THIS SECOND AMENDMENT to the Joyland Amusement Park Lease Agreement dated April 12, 2022, is entered into by the **City of Lubbock** ("City"), a home rule municipal corporation in Lubbock County, Texas and **Mackenzie Park Playground, Inc., d/b/a Joyland Amusement Park** ("Joyland").

WHEREAS, on or about April 12, 2022, City and Joyland executed a Lease Agreement whereby the City leased to Joyland lands located in Mackenzie Park for an initial term of twenty-five (25) years with additional terms of five (5) years, not to exceed forty (40) years; and

WHEREAS, both parties for good and valuable consideration on or about June 27, 2023, modified said Lease Agreement in a First Amendment with regard to abating rental payments due for the year 2023 in response to the closure of business operations at Joyland; and

WHEREAS, both parties for good and valuable consideration desire to further amend said Lease Agreement with regard to rental payments and the term of the lease;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and specific, as hereinafter set forth, the Joyland Lease Agreement of April 12, 2022, and all subsequent amendments thereto, are hereby amended by abating the annual rental payments due for the year 2024 and by deleting the termination date of April 15, 2047 in Section 2 and replacing the termination date with September 30, 2024 in Section 2.

All other portions of the original Lease Agreement and previous Amendments shall remain in place and are not altered by this Amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this___ day of _____ 2024.

CITY OF LUBBOCK:

_____
TRAY PAYNE, MAYOR

MACKENZIE PARK PLAYGROUND, INC.,
D/B/A JOYLAND AMUSEMENT PARK

Kristi Dean

kristi dean, president
Print and Title

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Rachael Foster, Assistant City Attorney

Resolution No. 2023-R0336
Item No. 6.23
June 27, 2023

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to the Joyland Amusement Park Lease Agreement dated April 12, 2022, abating the due rental payments for the year 2023, by and between the City of Lubbock and Mackenzie Park Playground, Inc. d/b/a Joyland Amusement Park, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on June 27, 2023.

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

RES.Amendment No. 1, Joyland Lease Agreement
5.30.23

Resolution No. 2023-R0336

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
MACKENZIE PARK PLAYGROUND, INC.,
D/B/A JOYLAND AMUSEMENT PARK

THIS FIRST AMENDMENT to the Joyland Amusement Park Lease Agreement dated April 12, 2022, is entered into by the **City of Lubbock** ("City"), a home rule municipal corporation in Lubbock County, Texas and **Mackenzie Park Playground, Inc., d/b/a Joyland Amusement Park** ("Joyland").

WHEREAS, on or about April 12, 2022, City and Joyland executed a Lease Agreement whereby the City leased to Joyland lands located in Mackenzie Park for an initial term of twenty-five (25) years with additional terms of five (5) years, not to exceed forty (40) years; and

WHEREAS, in response to the closure of business operations at Joyland and to allow necessary time for Joyland to reasonably close and vacate the leased premises while abating the due rental payments during that time; and

WHEREAS, both parties for good and valuable consideration desire to amend said Lease Agreement with regard to the rental payments;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and specific, as hereinafter set forth, the Joyland Lease Agreement of April 12, 2022, is hereby amended by abating the annual rental payments due for the year 2023.

All other portions of the original Lease Agreement shall remain in place and are not altered by this Amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this 27 day of June 2023.

CITY OF LUBBOCK:

TRAY PAYNE, MAYOR

MACKENZIE PARK PLAYGROUND, INC.,
D/B/A JOYLAND AMUSEMENT PARK

Kristi Dean

KRISTI DEAN, Secretary-Treasurer
Print and Title

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Senior Assistant City Attorney

Parks & Rec.Joyland Amendment No. 1
5.30.23

Resolution No. 2022-R0179
Item No. 7.30
April 12, 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, the Joyland Amusement Park Lease Agreement by and between the City of Lubbock and Mackenzie Park Playground Inc. d/b/a Joyland Amusement Park regarding the lease of certain real property located at Mackenzie Park in Lubbock, Texas, and related documents. Said Lease is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 12, 2022.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES.Lease-Joyland Amusement Park Lease Agreement
3.30.22

Joyland Amusement Park Lease Agreement

The following Lease Agreement ("Agreement" herein) is made and entered into by and between the City of Lubbock, Texas, ("City" herein), and Mackenzie Park Playground Inc. d/b/a Joyland Amusement Park ("Joyland" herein) of Lubbock County, Texas.

For and in consideration of the rental terms set forth herein, City hereby agrees to lease to Joyland all of the area in Mackenzie Park known as Joyland Amusement Park located within Mackenzie Park in Lubbock, Texas and further described in the attached Exhibit "A" which is incorporated by reference as if set out verbatim ("Park" herein).

Section 1
DEFINITIONS

As used herein, the following terms shall have the following meanings:

A) "Permanent Improvements" shall mean any building that is fixed in place and unable to be moved about the Park Area.

B) "Temporary Improvements" shall mean all improvements to the Park Area that are not Permanent Improvements, including, without limitation, any ride.

Section 2
GENERAL TERMS

A) **Term and Automatic Renewal:** The term of this Agreement shall be for twenty-five (25) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed forty (40) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be. The Parties retain the right at its election to cancel and revoke this Agreement, with or without cause, upon one hundred and eighty (180) days notice to the other Party.

B) **Commencement Date**: April 15, 2022.

C) **Termination Date**: April 15, 2047, subject to the automatic renewal and notice of termination.

D) **Assignment**: Joyland shall not assign, transfer, and sell any of its interest in this Agreement for any reason, without obtaining the approval of the City Council of the City of Lubbock prior to the assignment, transfer, or sale.

E) **Annual rental rate and payment schedule:**

1) Joyland agrees to make an annual payment of $36,000.00 per year to City beginning in 2022 as set forth below. This amount shall be adjusted based upon the All items Consumer Price Index for All Urban Consumers (CPI-U) indicator as determined by the United States Bureau of Labor Statistics regarding the Dallas-Fort Worth-Arlington region at the beginning of each calendar year provided however the annual CPI-U increase shall not exceed:

   a) 4.00% annually for the period of April 15, 2022 through April 15, 2027;

   b) 3.50% annually for the period April 15, 2027 through April 15, 2032;

   c) 3.00% annually for the period April 15, 2032 through April 15, 2037;

   d) 2.50% annually for the period April 15, 2037 through April, 2042; or

   e) the lesser of 2.00% annually or $ 65,000.00annually for the period April 15, 2042 through April 15, 2047.

2) Subject to the adjustment for CPI as described herein, *see above* Section 2, E) 1), the annual payment is to be paid in four (4) equal payments of $9,000.00 on or before the following days of each year as set forth below, unless such day falls on a weekend or holiday, then payment will be due on the following business day:

   a) June 1st,
   b) July 1st,
   c) August 1st, and
   d) September 1st.

3) The City shall notify Joyland in writing, on or before March 1st of each year, of any increase in the annual rental rate for the upcoming lease year.

Section 3
USE, MAINTENANCE & IMPROVEMENTS

Joyland agrees, binds and obligates itself as an independent contractor, to:

A) operate all concessions in the Park in a manner that is acceptable to the City, or its duly authorized agents, and in accordance with all laws, rules, regulations, and ordinances of the City, and the Lubbock Parks and Recreation Board that are in effect or become effective

during the term of this Agreement;

B) keep the Park in a clean and sanitary condition, including maintaining all plants, trees, grasses, Permanent Improvements and Temporary Improvements within the Park in such a state of repair as the same are in at the commencement of this Agreement, subject to reasonable use and wearing of said plants, trees, grasses, buildings, Permanent Improvements and Temporary Improvements;

C) make capital improvements which, in Joyland's sole opinion, will enhance the value, patrons' use of the Park, and the revenue of the Park; provided however, that any Permanent Improvements, save and except metal buildings, made by Joyland to the Park, shall become the property of the City at the expiration of the lease, and all Temporary Improvements and metal buildings, whether affixed to the ground or not, will remain Joyland's property and subject to removal upon the expiration or termination of this Agreement;

D) notify the Lubbock Police Department in the event of weekend and holiday traffic control issues at Mackenzie Park to allow for reasonable patron and emergency access to and from the Park; and

E) submit requests for Capital Improvement Projects concerning Mackenzie Park to the Directors of the Parks and Recreation and Public Works departments of the City by March 1 of each year for the following City fiscal year.

City agrees, binds and obligates itself to:

A) furnish, maintain, and improve parking lots or lots of sufficient size to meet the demands and needs of the public in its use of the Park, Joyland shall notify the City of Lubbock's Director of Public Works, or his designee, concerning any requests for repairs related to the parking lots, and the City shall make necessary repairs to the parking lots within fifteen (15) days of notification or provide correspondence setting the time for the repairs;

B) install a water meter serving Joyland as close as reasonably possible adjacent to Joyland's west boundary line. As require by City rules, regulations and ordinances, Joyland shall be responsible for connecting Joyland's water service line to the new meter, within fourteen (14) calendar days of meter installation;

C) maintain and repair the water main serving Joyland up to the water meter serving Joyland. The water service line between the water meter serving Joyland and Joyland and any required Reduced Pressure Zone equipment for the water line serving Joyland, only, shall be the responsibility of Joyland;

D) maintain, repair, and improve all areas outside of the Park in keeping with the state of repair of the Park itself, including, without limitation, maintaining, clearing, improving, and ensuring the proper and adequate flow of the creek that navigates through Mackenzie Park;

E) when necessary for maintaining public safety, provide weekend and holiday traffic control and security at Mackenzie Park to allow for reasonable patron and emergency access to and from the Park;

F) provide Joyland ingress and egress access to the Park via the Interstate 27 access road north of the Park. Except for emergency situations, in the event that Interstate 27 access will not be available, the City shall provide Joyland thirty (30) days notice and coordinate with Joyland to minimize any impact of access closure;

G) coordinate with Joyland regarding future Capital Improvement Projects that will impact or effect Joyland, the Park, or Mackenzie Park; and

H) provide Joyland with the name, title and telephone number of the individual at the Lubbock Police Department who is responsible for scheduling weekend and holiday traffic control at Mackenzie Park.

The City retains the right to make improvements to the Park, in cooperation with Joyland and at the City's sole cost, which in the discretion of the City are necessary or desirable in order that the public might obtain full enjoyment of the Park.

Joyland agrees to request written approval from the City of Lubbock's City Manager, or his designee, for any and all changes, additions, or alterations in the design and placement of any Temporary Improvement or Permanent Improvement in the Park. The City shall have thirty (30) business days from the receipt of Joyland's request to deny the same in writing. If the City does not timely deny the request in writing, the request will be deemed approved. Should the City Manager, or his designee, deny a request, Joyland shall be entitled to request approval from the City Council.

Section 4
INSURANCE

Joyland agrees to incur the costs to obtain and maintain during the entire duration of the lease term, insurance with an insurance underwriter acceptable to the City and that is authorized to do business within the State of Texas, as follows:

A) Comprehensive General Liability Insurance in the amount of **ONE MILLION AND NO/100 DOLLARS** ($1,000,000.00) (combined single limit) for bodily injury and property damage claims resulting from Joyland's business operations of the Park.

B) Fire and Extended Coverage Insurance on all improvements located in and on the Park in amounts sufficient to cover replacement costs of such improvements or the maximum for which the improvements are insurable, whichever is less.

C) Joyland shall maintain Worker's Compensation Insurance sufficient to meet the

State of Texas statutory guidelines.

In the event of loss, in whole or in part, of any Permanent Improvement insured pursuant to the provisions in this Section and the Agreement, Joyland shall apply all proceeds received from such insurance toward either:

(A) rehabilitation or repair of such Permanent Improvement, at the option of the City;

(B) the construction of new improvements within the Park that meets Joyland's approval; or

(C) the complete removal of the subject Permanent Improvement.

If, during the term of this Agreement, Joyland's improvements are totally or partially destroyed from a risk required to be covered by the insurance described in this Section and Agreement, or otherwise covered by insurance, this Agreement shall not terminate. Joyland shall timely restore or cause to be restored the improvements to the extent of the insurance proceeds received.

Certificates of insurance or other satisfactory evidence of insurance shall be filed with the City Secretary by Joyland prior to the Commencement Date. Each policy shall name the City as an additional insured as its interest may appear. Each policy shall also provide that the insurer shall notify the City Secretary of any alteration, renewal, or cancellation of its terms and that such policy will remain in full force and effect until ten (10) days after such notice is received by the City Secretary.

Section 5
ACCESS

City and its duly authorized agents and representatives are hereby authorized by Joyland to enter the Park, all buildings, and view all equipment and improvements in the Park for the purpose of inspecting the entire area for all lawful purposes provided such entry and inspection is conducted during normal business hours and with at least a twenty-four (24) hour notice to Joyland prior to the entrance. This section is exclusive to the purpose of inspections of Joyland and is not applicable to the City's right to enter Joyland or the Park for emergency situations or to exercise police powers or other emergency services.

Section 6
DEFAULT

Should Joyland neglect or otherwise fail to perform or observe any of the conditions, agreements, or covenants contained within this Agreement that are or were to be performed by Joyland, or be declared bankrupt according to law, or if any assignment of the premises is made for the benefit of creditors, the City may lawfully and immediately at any time, without

notice or demand to Joyland, enter into and upon the Park, and any part thereof, and repossess the same, and expel Joyland along with Joyland's concessions without being deemed guilty of any manner of trespass, without prejudice to any remedies which might otherwise be used for obtaining possession of the Park or rent in arrears, and upon entry by the City, the lease shall terminate as to Joyland. Save and except Joyland shall be entitled to remove all Temporary Improvements from the Park.

Should City neglect or otherwise fail to perform or observe any of the conditions, agreements, or covenants contained within this Agreement that are or were to be performed by the City, and fail to cure or begin to repair, remedy or cure the same within fifteen (15) days after the City's receipt of written notice from Joyland, the City shall forfeit its rental rate from the date of notice until such time as the actions of neglect or failures are remedied to the approval of Joyland.

Section 7
GENERAL PROVISIONS

City and Joyland mutually agree and understand the following:

A) **Governing Law**: The laws of the State of Texas govern this Agreement.

B) **Venue Provision**: Any action or proceeding arising out of this Agreement must be brought in Lubbock County, Texas.

C) **Attorneys' Fees**: Should legal action or litigation ever arise out of this Agreement or in connection to this Agreement, the losing party agrees to reimburse the winning party for costs and attorneys' fees.

D) **Severability**: The terms of this Agreement are severable, so that if a court finds any term or section to be invalid or unenforceable, all remaining terms and sections shall continue to be valid and enforceable.

E) **Multiple Subparts**: This Agreement may be executed in multiple originals and counterparts, each of which shall be an original and all of which shall constitute a single Agreement binding on the parties.

F) **Entire Agreement**: This Agreement constitutes and represents the entire agreement between the City and Joyland, and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the City and Joyland relating to the lease of the Park. The Agreement shall be binding upon and inure to the benefit of the City and Joyland and their respective successors and permitted assigns.

G) **Agreement Amendments**: Amendments to this Agreement are permitted as long as the amendment is in writing and signed by both the City and Joyland. No oral, unwritten, or

unsigned amendments shall have any effect or validity on this Agreement.

H) **No rule of construction against the drafter**: Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applied to the interpretation of this Agreement.

I) **Authority to Sign**: The person(s) signing below certify that they possess the authority to fully bind the City and Joyland to the terms and conditions set forth in this Agreement.

J) **Rights and Remedies Reserved**: The parties reserve the right to exercise any right or remedy available to them 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 parties shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

K) **Funding and Future Improvements**: The Parties understand and acknowledge that any City funding of this Agreement or future Capital Improvement Project is contained in City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget which includes sufficient funds for the continuance of this Agreement or any Capital Improvement Project, or should the governing body of the City fail to certify funds for any reason, such an event shall not be considered a breach of any obligation created in this Agreement. When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, Joyland's *sole and exclusive remedy* shall be to terminate this Agreement.

L) **No Indemnification by City**: The parties expressly acknowledge that the City's authority to indemnify and/or hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid.

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

N) **Sovereign Immunity Acknowledged and Retained: THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY OF LUBBOCK RETAINS ALL GOVERNMENTAL IMMUNITIES.**

CITY OF LUBBOCK:

By:_____ Date: April 12, 2022

Daniel M. Pope, Mayor of Lubbock

ATTEST:

By:_____ Date: April 12, 2022

Rebecca (Becky) Garza, City Secretary

MACKENZIE PARK PLAYGROUND, INC. d/b/a JOYLAND AMUSEMENT PARK:

By:_____ Date: 04/01/2022

David Dean, President of Joyland

APPROVED AS TO CONTENT:

By:_____ Date: 4/4/2022

Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

By:_____ Date: 4/4/2022

Ryan Brooke, Assistant City Attorney

By:_____ Date: 4/4/2022

William A. Franklin, Attorney for Joyland

Joyland Amusement Park Lease Agreement
Exhibit A



0 50 100 200 300 400 500 Feet

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

N

Joyland Boundary

City of Lubbock TEXAS

AI# 12276
Regular City Council Meeting 6. 1.
03/05/2024:

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.09 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Building Code.

Item Summary

The International Building Code is the City's adopted model building code, and governs the construction, maintenance and repair of all buildings that are not within the scope of the International Residential Code. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City of Lubbock to suit unique local conditions. The proposed ordinance updates the document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Building Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.09 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL BUILDING CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by adoption of the 2021 International Building Code with certain amendments to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Article 28.09 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.09 INTERNATIONAL BUILDING CODE

Division 1.
Generally

§ 28.09.001 **Adopted.**

(a) The 2021 edition of the International Building Code published by the International Code Council, Inc., as hereinafter amended, including all appendices and reference standards not specifically excluded below, is hereby adopted as the building code of the city.

(b) Exceptions. The following provisions are specifically excluded from adoption:

(1) Appendix A - Employee Qualifications.

(2) Appendix B - Board of Appeals.

(3) Appendix D - Fire Districts.

(4) Appendix E - Supplemental Accessibility Requirements.

(5) Appendix F - Rodentproofing.

(6) Appendix G - Flood-Resistant Construction. Projects must instead conform to the applicable provisions of Article 39.05 of the Unified Development Code (UDC).

(7) Appendix J - Grading.

(8) Appendix K - Administrative Provisions.

(9) Appendix L - Earthquake Recording Instrumentation.

(10) Appendix M - Tsunami-Generated Flood Hazard.

(11) Appendix N – Replicable Buildings.

(12) Appendix O – Performance-Based Application.

(c) A copy of said building code is attached hereto and incorporated herein as though set out herein in detail. References to the International Building Code in this article shall mean the 2021 edition. One copy of the 2021 International Building Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual business hours of the offices where they are maintained.

§ 28.09.002 **Administration.**

Chapter **1** of the 2021 International Building Code, entitled "Scope and Administration," is hereby deleted in its entirety, and the following Sections **28.09.003** through **28.09.091** substituted therefor.

§ 28.09.003 **Intent and purpose.**

The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, *means of egress*, stability, sanitation, light and *ventilation*, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, *explosion* or *dangerous* conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

§ 28.09.004 **Administrative provisions.**

Provisions governing the administration of the 2021 International Building Code shall be as set forth herein.

§ 28.09.005 **General administrative provisions.**

Provisions governing the administration of the 2021 International Building Code shall be as set forth herein.

§ 28.09.006 **Supplemental administrative provisions.**

The following administrative provisions are in addition to the general administrative provisions of Articles **28.01** through **28.08** of this chapter, and are specific to projects within the scope of this article (the 2021 International Building Code).

§ 28.09.007 **through § 28.09.040. (Reserved)**

Division 2
Construction Documents; Specific Submittal Requirements

§ 28.09.041 **Construction documents; specific submittal requirements.**

In addition to submittal requirements specified in Article **28.05**, Division 1 of this code, the documentation described in Sections **28.09.042** through **28.09.049** of this code shall be submitted, as applicable.

§ 28.09.042 **Fire protection system shop drawings.**

Shop drawings for *fire protection systems* shall be submitted to indicate conformance with this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the International Building Code, and shall be reviewed by the fire marshal.

§ 28.09.043 **Means of egress.**

The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the exit discharge to the *public way* in compliance with the provisions of this code. In other than occupancies in Group R-3, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

§ 28.09.044 **Exterior wall envelope.**

Construction documents for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive barrier and details around openings. The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system which was tested, where applicable, as well as the test procedure used.

§ 28.09.045 **Site plan.**

The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and *existing structures* on the *site*, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line

survey. In the case of demolition, the *site* plan shall show construction to be demolished and the location and size of *existing structures* and construction that are to remain on the *site* or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where otherwise warranted.

§ 28.09.046 **Survey and flood certificate.**

At the time of application for a building permit for first-time construction of a building upon a lot previously undeveloped with buildings, and at other times as determined necessary by the *building official*, the applicant shall furnish a certificate, prepared by a licensed surveyor, attesting to having performed a recent survey of the subject lot, and having placed boundary line corner stakes thereon. The property owner or building contractor shall be responsible for boundary line corner stakes being in place at the time of the first inspection by the building official. Said certificate shall also state whether or not the subject lot lies within a special flood hazard area as determined by the latest FEMA flood insurance rate map (FIRM) for the City of Lubbock, in which case the applicant must also follow procedures under Section 39.05.009 of the Unified Development Code (UDC). In all cases where it may appear to the *building official* that the proposed improvements will encroach upon any easement or *public way*, or come within established building lines, or affect setback requirements under any ordinance, the *building official* is required to refer the application for permit to the city engineer and/or the city planner, as applicable, and secure their approvals before issuing a building permit.

§ 28.09.047 **Exterior balconies and elevated walking surface.**

Where balconies or other elevated walking surfaces have *weather-exposed surfaces*, and the structural framing is protected by an impervious moisture barrier, the *construction documents* shall include details for all elements of the impervious moisture barrier system. The *construction documents* shall include manufacturer's installation instructions.

§ 28.09.048 **Structural information.**

The *construction documents* shall provide the information specified in Section 1603.

§ 28.09.049 **Relocatable buildings.**

Construction documents for relocatable buildings shall comply with Section 3113.

§ 28.09.050 **through § 28.09.080. (Reserved)**

Division 3
Inspections

§ 28.09.081 **Scope.**

The *building official*, upon notification from the permittee, shall make the inspections set forth in Sections **28.09.082** through **28.09.093** below.

§ 28.09.082 **Footing and foundation inspection.**

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C94, the concrete need not be on the job.

§ 28.09.083 **Concrete slab and under-floor inspection.**

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

§ 28.09.084 **Finished floor elevation.**

In *flood hazard areas*, upon placement of the *lowest floor*, including the *basement*, and prior to further vertical construction, the elevation certification required in Section 39.05.009 of the Unified Development Code (UDC) shall be submitted to the *building official*. Where necessary to determine that the finished floor elevation is in compliance with other provisions of this code, the *building official* is authorized to require that an elevation certificate be prepared by a registered professional land surveyor or a licensed professional engineer prior to authorizing further vertical construction.

§ 28.09.085 **Framing.**

Framing inspections shall be made after the roof deck or sheathing, all framing, *fire-blocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

§ 28.09.086 **Types IV-A, IV-B and IV-C connection protection inspection.**

In buildings of Types IV-A, IV-B and IV-C construction, where connection *fire-resistance ratings* are provided by wood cover calculated to meet the requirements of Section 2304.10.1, inspection of the wood cover shall be made after the cover is installed, but before any other coverings or finishes are installed.

§ 28.09.087 **Lath and gypsum board.**

Lath, *gypsum board* and *gypsum panel product* inspections shall be made after lathing, *gypsum board* and *gypsum panel products*, interior and exterior, are in place, but before any plastering is applied or *gypsum board* and *gypsum panel product* joints and fasteners are taped and finished.

Exception: *Gypsum board* and *gypsum panel products* that are not part of a fire-resistance-rated assembly or a shear assembly.

§ 28.09.088 **Weather-exposed balcony and walking surface waterproofing.**

Where balconies or other elevated walking surfaces have *weather-exposed surfaces*, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and *approved*.

Exception: Where *special inspections* are provided in accordance with Section 1705.1.1, Item 3.

§ 28.09.089 **Fire- and smoke-resistant penetrations.**

Protection of joints and penetrations in fire-resistance-rated assemblies, *smoke barriers* and *smoke partitions* shall not be concealed from view until inspected and *approved*.

§ 28.09.090 **Energy efficiency.**

Inspections shall be made to determine compliance with the adopted energy conservation code and shall include, but not be limited to, inspections for: envelope insulation R- and U- values, *fenestration* U-value, duct system R-value, and HVAC and water-heating equipment efficiency.

§ 28.09.091 **Other inspections.**

In addition to the inspections specified in Sections 28.09.082 through 28.09.90, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

§ 28.09.092 **Special inspections.**

For *special inspections*, see Chapter 17 of the International Building Code.

§ 28.09.093 **Final inspection.**

The final inspection shall be made after all work required by the building *permit* is completed.

§ 28.09.094 **through § 28.09.130. (Reserved)**

Division 4
Amendments

§ 28.09.131 **Adopted.**

Amendments to the International Building Code adopted in Section **28.09.001** are as follows:

(1) Definitions. A new definition to Section 202 is hereby added as follows:

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides *personal care services*. The occupants are capable of responding to an emergency situation without physical assistance from staff.

(2) Definitions. The following definitions of Section 202 is hereby amended to read as follows:

FIREWORKS. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, *deflagration*, or *detonation*, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks.

Fireworks, 1.3G. Large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, *deflagration* or *detonation*. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition, and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as fireworks, UN0335 by the DOTn.

Fireworks, 1.4G. Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion or deflagration that complies with the construction, chemical composition and labeling regulations of the DOTn for fireworks, UN0336, and the US Consumer Product Safety Commission (CPSC) as set forth in CPSC 16 CFR: Parts 1500 and 1507.

SPECIAL INSPECTOR. A qualified person employed or retained by an *approved* agency who shall prove to the satisfaction of the *registered design professional in responsible charge* and *approved* by the *building official* as having the competence necessary to inspect a particular type of construction requiring *special inspection*.

(3) Exit stairways in an atrium. Section 404.10 is hereby amended to read as follows:

404.10 Exit stairways in an atrium. Where an *atrium* contains an exit access stairway all the following shall be met:

a. The entry to the exit stairway is the edge of the closest riser of the exit stairway.

b. The entry of the exit stairway shall have access from a minimum of two directions.

c. The distance between the entry to an exit stairway in an atrium and the entrance

to a minimum of one exit stairway enclosed in accordance with Section 1023.2 shall comply with the separation required by Section 1007.1.1.

d. Exit access travel distance shall be measured to the closest riser of the exit stairway.

e. Not more than 50 percent of the exit stairways shall be located in the same atrium.

(4) Carport separation. Section 406.3.3.1 is hereby amended to read as follows:

406.3.3.1 Carport separation. A separation is not required between a Group R-3 and U carport, provided that the carport is entirely open on two or more sides and there are not enclosed areas above. A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

(5) Storm shelters (General). Section 423.1 is hereby amended to read as follows:

423.1 General. This section applies to the construction of storm shelters constructed as separate detached buildings or constructed as rooms or spaces within buildings for the purpose of providing protection from storms that produce high winds, such as tornadoes, during the storm. This section specifies where *storm shelters* are required and provides requirements for the design and construction of *storm shelters*. Such structures shall be designed to be tornado shelters. Design of facilities for use as emergency shelters after the storm are outside the scope of ICC 500 and shall comply with Table 1604.5 as a *Risk Category* IV Structure.

(6) Storm shelter construction. Section 423.2 is hereby amended to read as follows:

423.2 Construction. *Storm shelters* shall be constructed in accordance with this code and ICC 500 and shall be designated as tornado shelters. The City of Lubbock is in the 250 mph wind speed area of Figure 304.2(1) of ICC 500. Buildings or structures that are also designated as emergency shelters shall also comply with Table 1604.5 as *Risk Category* IV structures.

Any *storm shelter* not required by this section shall be permitted to be constructed, provided that such structures meet the requirements of this code and ICC 500.

Exceptions:

a. Sanitation facilities per ICC 500 shall not be required.

b. Doors and shutters shall not be required to auto latch if all of the following are met:

    a. The opening is not required to be auto latched by other requirements within

this code.

b. The opening has adjacent signage complying with Section 703.5 Visual Characters of the 2012 Texas Accessibility Standards with text stating "In case of tornado, close this door" or similar text.

c. Doors shall comply with Section 504.4 of ICC 500.

(7) Required occupant capacity. Section 423.5.1 is hereby amended to read as follows:

423.5.1 Required occupant capacity. The required occupant capacity of the *storm shelter* shall include all of the buildings on the site and shall be the total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the *storm shelter* for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.

2. Where approved by the *building official*, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing *storm shelters* on the site.

3. Where approved by the *building official*, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculation shall be permitted to be used in the determination of the required design occupant capacity for the storm shelter.

(8) General. Section 503.1 is hereby amended to read as follows:

503.1 General. Unless otherwise specifically modified in Chapter 4 and this chapter, *building height*, number of *stories* and *building area* shall not exceed the limits specified in Section 504 and 506 based on the type of construction as determined by Section 602 and the occupancies as determined by Section 302 except as modified hereafter. *Building height*, number of *stories* and *building area* provisions shall be applied independently. For the purposes of determining area limitations, height limitations and type of construction, each portion of a building separated by one or more *fire walls* complying with Section 706 shall be considered to be a separate building.

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by *fire walls*, except as allowed in Section 510.

(9) Fireblocks and draftstops in combustible construction. Section 708.4.2 is hereby amended to read as follows:

708.4.2 Fireblocks and draftstops in combustible construction. In combustible construction where *fire partitions* do not extend to the underside of the floor or roof sheathing, deck or slab above and along the line of the *fire partition* shall be provided with one of the following:

a. *Fireblocking* up to the underside of the floor or roof sheathing, deck or slab above using materials complying with Section 718.2.1.

b. Draftstopping up to the underside of the floor or roof sheathing, deck or slab above using materials complying with Section 718.3.1 for floors or Section 718.4.1 for *attics*.

Exceptions:

1. Buildings equipped with an *automatic sprinkler system* installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the *fire partition* and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping.

2. Where *corridor* walls provide a *sleeping unit* or *dwelling unit* separation, draftstopping shall only be required above one of the *corridor* walls.

3. In Group R-2 occupancies with fewer than four *dwelling units*, *fireblocking* and draftstopping shall not be required.

4. In Group R-2 occupancies up to and including four *stories* in height in buildings not exceeding 60 feet (18,288 mm) in height above *grade plane*, the *attic* space shall be subdivided by *draftstops* into areas not exceeding 3,000 square feet (279 m^2) or above every two *dwelling units*, whichever is smaller.

5. In Group R-3 occupancies with fewer than three *dwelling units*, *fireblocking* and draftstopping shall not be required in floor assemblies.

(10) Draftstopping in floors. Section 718.3 is hereby amended to read as follows:

718.3 Draftstopping in floors. Draftstopping shall be installed to subdivide floor/ceiling assemblies where required by Section 708.4.2. In other than Group R occupancies, draftstopping shall be installed to subdivide combustible floor/ceiling assemblies so that horizontal floor areas do not exceed 1,000 square feet (93 m^2).

Exception: Buildings equipped throughout with an *automatic sprinkler system* in

accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the floor space.

(11) Draftstopping in attics. Section 718.4 is hereby amended to read as follows:

718.4 Draftstopping in attics. Draftstopping shall be installed to subdivide *attic* spaces where required by Section 708.4.2. In other than Group R, draftstopping shall be installed to subdivide combustible *attic* spaces and combustible concealed roof spaces such that any horizontal area does not exceed 3,000 square feet (279 m^2). *Ventilation* of concealed roof spaces shall be maintained in accordance with Section 1202.2.1.

Exception: Buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the *attic* space.

(12) Group F-1 Distilled spirits. Section 903.2.4.2 is hereby amended to read as follows:

903.2.4.2 Group F-1 distilled spirits. An *automatic sprinkler system* shall be provided throughout a Group F-1 *fire area* used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the *fire area* at any one time.

(13) Group S-1 Distilled spirits or wine. Section 903.2.9.3 is hereby amended to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An *automatic sprinkler system* shall be provided throughout a Group S-1 *fire area* used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the *fire area* at any one time.

(14) NFPA 13R sprinkler system. Section 903.3.1.2 is hereby amended to read as follows:

903.3.1.2 NFPA 13R sprinkler system. *Automatic sprinkler systems* in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above *grade plane*.

2. The floor level of the highest *story* is 35 feet (10,668 mm) or less above the lowest level of fire department vehicle access.

3. The floor level of the lowest *story* is 35 feet (10,668 mm) or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 shall be measured from grade plane.

(15) NFPA 13D sprinkler systems. Section 903.3.1.3 is hereby amended to read as follows:

903.3.1.3 NFPA 13D sprinkler systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(16) Freeze protection. Sections 903.3.1.4, 903.3.1.4.1 and 903.3.1.4.2 is hereby added to read as follows:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(17) Water supplies. Section 903.3.5 is hereby amended to read as follows:

903.3.5 Water supplies. Water supplies for *automatic sprinkler system* shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the *International Plumbing Code*. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official.

Water supply as required for such systems shall be provided in accordance with the supply requirements of the respective standard; however, every water-based fire

protection system shall be designed with a 10 psi safety factor. Reference the *International Fire Code* Section 507.4 for additional design requirements.

(18) Sprinkler system supervision and alarms. Section 903.4 is hereby amended to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family *dwellings*.
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.
8. Underground key or hub gate valves in roadway boxes.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering. Buildings without a fire alarm system shall have their valves locked in their normal position.

(19) Group E fire alarm system. Section 907.2.3 is hereby amended to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6

shall be installed in Group E educational occupancies. Where *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 50' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an *occupant load* of 50 or less.

    1.1 Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with *occupant loads* of 100 or less, provided that activation of the manual fire alarm system initiates an *approved* occupant notification signal in accordance with Section 907.5.

3. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

    3.1 Interior *corridors* are protected by smoke detectors.

    3.2 Auditoriums, cafeterias, gymnasiums and similar areas are protected by *heat detectors* or other *approved* detection devices.

    3.3 Shops and laboratories involving dusts or vapors are protected by *heat detectors* or other *approved* detection devices.

    3.4 Manual activation is provided from a normally occupied location.

4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

    4.1 The building is equipped throughout with an approved *automatic sprinkler system* installed in accordance with Section 903.3.1.1.

    4.2 The emergency voice/alarm communication system will activate on sprinkler waterflow.

    4.3 Manual activation is provided from a normally occupied location.

(20) Corridor construction. Section 1020.2 is hereby amended to read as follows:

1020.2 Construction. Corridors shall be fire-resistance rated in accordance with Table 1020.2. The *corridor* walls required to be fire-resistance rated shall comply with Section 708 for *fire partitions*.

Exceptions:

1. A *fire-resistance rating* is not required for *corridors* in an occupancy in Group E where each room that is used for instruction has not less than one door opening directly to the exterior and rooms for assembly purposes have not less than one-half of the required *means of egress* doors opening directly to the exterior. Exterior doors specified in this exception are required to be at ground level.

2. A *fire-resistance rating* is not required for *corridors* contained within a *dwelling unit* or *sleeping unit* in an occupancy in Group I-1 and R.

3. A *fire-resistance rating* is not required for *corridors* in *open parking garages*.

4. A *fire-resistance rating* is not required for *corridors* in an occupancy in Group B that is a space requiring only a single *means of egress* complying with Section 1006.2.

5. *Corridors* adjacent to the *exterior walls* of buildings shall be permitted to have unprotected openings on unrated *exterior walls* where unrated walls are permitted by Table 705.5 and unprotected openings are permitted by Table 705.8.

6. In unsprinklered Group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with *approved* automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

(21) Accessibility. Section 1101.1 is hereby amended to read as follows:

1101.1 Scope. The provisions of this chapter shall control the design and construction of facilities for accessibility for individuals with disabilities.

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

(22) Secondary (emergency overflow) drains or scuppers. Section 1502.2 is hereby amended to read as follows:

1502.2 Secondary (emergency overflow) drains or scuppers. Where roof drains are required, secondary (emergency overflow) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason. The installation and sizing of secondary emergency overflow drains, leaders and conductors shall comply with Section 1611 of this code and Chapter 11 of the *International Plumbing Code*. Refer to Figures L1611.2(1), L1611.2(2), and L1611.2(3) for roof drainage system constructions. The roof structure shall be designed to support the load of ponding rainwater when the rain load on the undeflected roof exceeds 20 psf (0.96 kN/m2) as determined by Section 1611.1.

(23) Scuppers. Section 1502.3 is hereby amended to read as follows:

1502.3 Scuppers. Where *scuppers* are used for secondary (emergency overflow) roof drainage, the quantity, size, location and inlet elevation of the *scuppers* shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Sections 1607.14, 1608, and 1611. The flow through the primary system shall not be considered when locating and sizing *scuppers*. The quantity, size, location and inlet elevation of the secondary overflow *scuppers* shall be designed and constructed to meet all of the following, as applicable:

1. Where secondary overflow *scuppers* are used, they shall be sized to have an opening area at least three times the area of the primary roof drains, shall have a minimum opening dimension (height or width) of 4 inches, and shall be installed in the adjacent parapet walls with the inlet flow line located not more than 2 inches (51 mm) above the low point of the roof drainage area served. Refer to Figure L1611.2(4).

2. Where secondary overflow drains are used in lieu of *scuppers*, they shall have the same size as the primary roof drains and shall be installed with the inlet flow line located not more than 2 inches (51 mm) above the low point of the roof drainage area served. Refer to Figure L1611.2(5).

3. Secondary overflow drains shall discharge to an *approved* location and shall not be connected to the primary roof drain lines.

(24) General (Live loads). Section 1607.1 is hereby amended to read as follows:

1607.1 General. *Live loads* are those loads defined in Chapter **2** of this code. A summary of various live load factors, as well as other climatic and geographic design criteria to be used in Lubbock, Texas, is included in Table L1607 below.

TABLE L1607

SUMMARY OF CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load:	Pg = 15 psf
Design Wind Speed:	
Risk Category I Buildings:	V = 105 mph, Vasd = 81.5 mph
Risk Category II Buildings:	V = 115 mph, Vasd = 89 mph
Risk Category III and IV Buildings:	V = 120 mph, Vasd = 93 mph
Seismic Design Category:	SDC = A
Mapped Spectral Response Acceleration at Short Period:	Ss = 0.078g
Mapped Spectral Response Acceleration at 1- Second Period:	S1 = 0.032g
Weathering:	Moderate
Frost Line Depth:	12 inches
Termite:	Moderate to Heavy
Decay:	None to Slight
Summer Dry Bulb Temperature:	96 degrees F
Summer Wet Bulb Temperature:	69 degrees F
Winter Dry Bulb Temperature:	15 degrees F
Heating Degree Days:	3499 days
Cooling Degree Days:	1738 days
Climate Zone:	3B
Flood Hazards:	Refer to Article 39.05 of the Unified Development Code (UDC).

TABLE L1607

SUMMARY OF CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

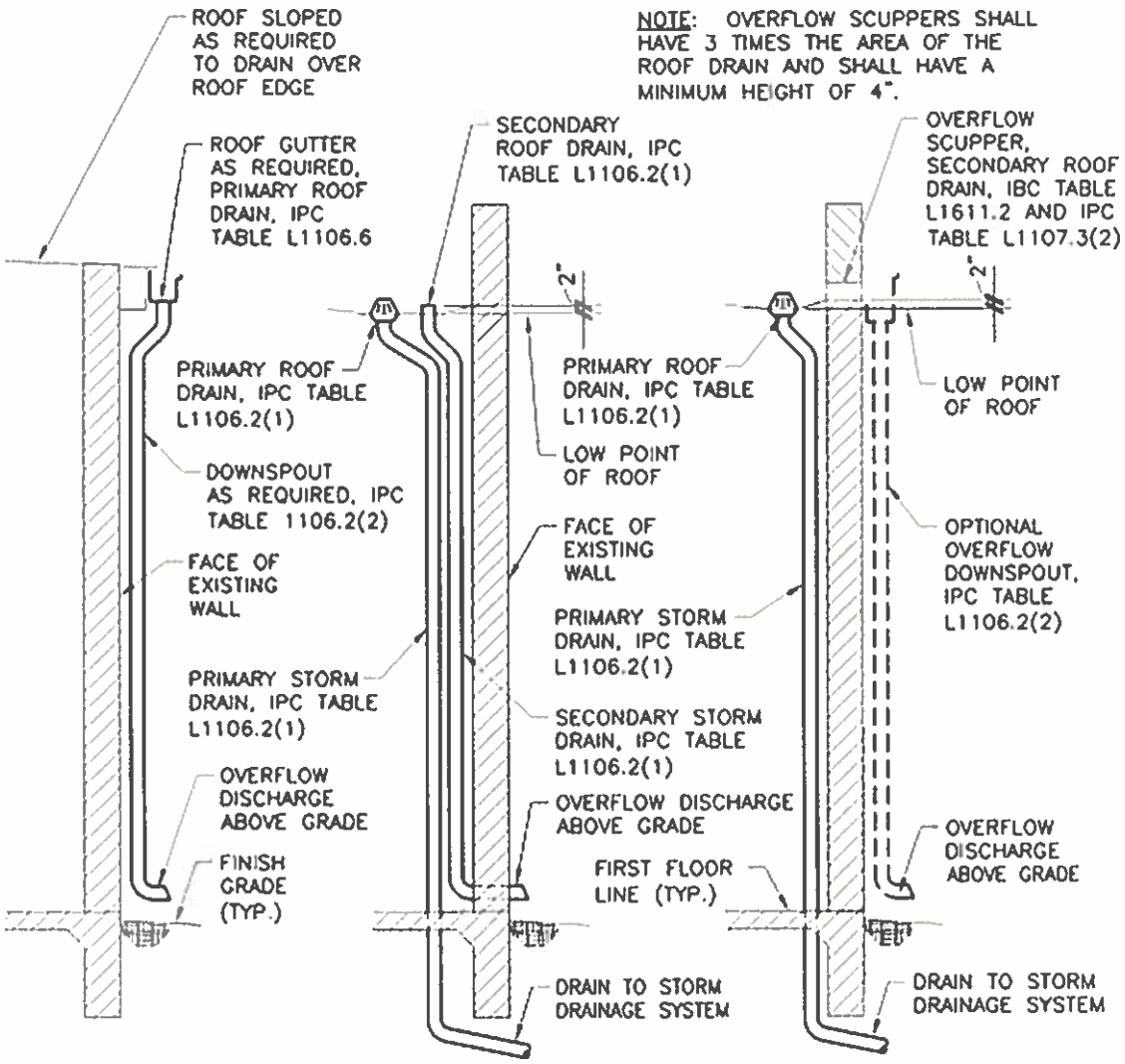
100-Year Hourly Rainfall Rate: i = 3.3 inches per hour

(25) General (Reduction in uniform roof live loads). Section 1607.14.2 is hereby amended to read as follows:

1607.14.2 Reduction in uniform roof live loads. The minimum uniformly distributed *live loads* of roofs and *marquees*, Lo, in Table 1607.1 are permitted to be reduced in accordance with Section 1607.14.2.1 except that no roof live load reduction is permitted for any structural roof member on roofs having slopes less than or equal to four (4) inches per foot, or on any arch or dome having a rise less than one-eighth of the span.

(26) Special design rain loads. A new Section 1611.4 is hereby added, which shall read as follows:

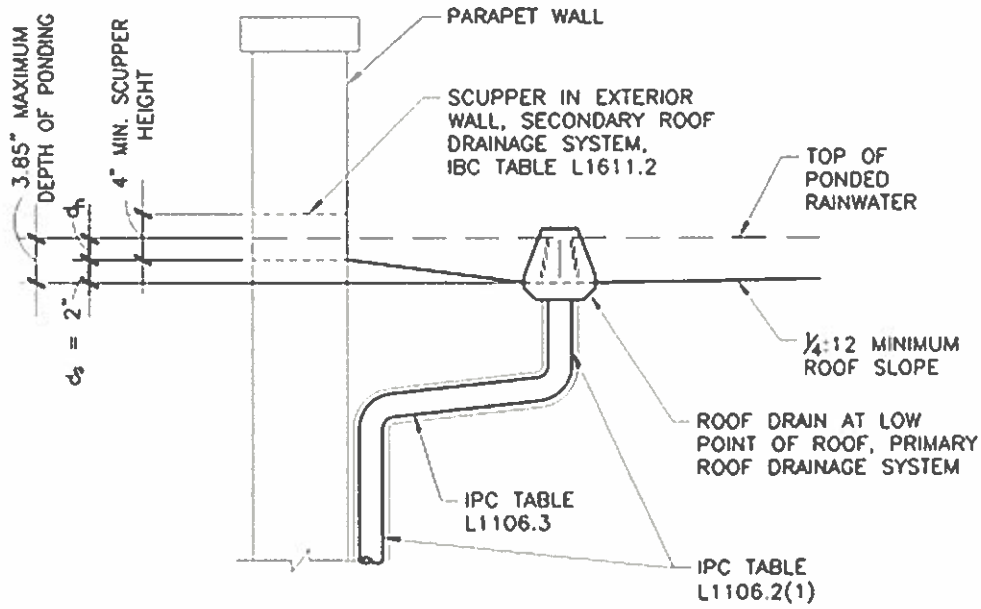
1611.4 Special design rain loads. Where the roof perimeter construction extends above the roof and scuppers are used for either primary drainage or secondary emergency overflow, the scuppers shall be designed in accordance with Table L1611.2 in order to limit the rain load on the roof to 20 psf (0.96 kN/m2) or less. The roof structure shall be designed for additional rain load in accordance with Section 1611.1 if the wall and roof drainage areas contributing water to a scupper exceed the values shown in Table L1611.2.



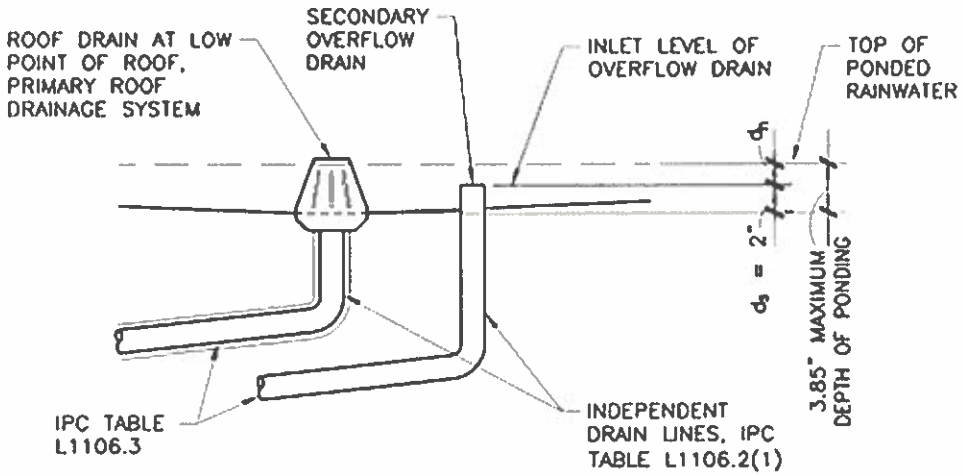
ROOF DRAINAGE AND SLOPED ROOF
IBC FIGURE L1611.2(1)

ROOF DRAIN AND OVERFLOW DRAIN
IBC FIGURE L1611.2(2)

ROOF DRAIN AND OVERFLOW SCUPPER
IBC FIGURE L1611.2(3)



TYPICAL PERIMETER WALL SCUPPER
IBC FIGURE L1611.2(4)



TYPICAL INTERIOR ROOF DRAINS
IBC FIGURE L1611.2(5)

(27) Site grading. Section 1804.4 is hereby amended to read as follows:

1804.4 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than 1 unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 5-percent slope shall be provided to an

approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet (3048 mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building. The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Exceptions:

1) Where climatic or soil conditions warrant, the slope of the ground away from the building foundation shall be permitted to be reduced to not less than 1 unit vertical in 48 units horizontal (2-percent slope).

2) Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or *ramp* that is required to comply with Section 1010.1.4, 1012.3 or 1012.6.1.

3) Where approved by the *building official*, final site grading may be designed by a design professional registered in the State of Texas.

(28) Foundation elevation. Section 1808.7.4 is hereby amended to read as follows:

1808.7.4 Foundation elevation. Minimum building floor elevations shall comply with Table 1808.7.4 based on relative lot slopes.

TABLE 1808.7.4

MINIMUM FLOOR ELEVATION FOR STRUCTURES RELATIVE TO SLOPES OF THE LOT

Difference in elevation from top of curb to rear property line (inches)	Minimum floor elevation above top of curb when slope is to rear (inches)	Minimum floor elevation above top of curb when slope is to front (inches)
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5

TABLE 1808.7.4

MINIMUM FLOOR ELEVATION FOR STRUCTURES RELATIVE TO SLOPES OF THE LOT

Difference in elevation from top of curb to rear property line (inches)	Minimum floor elevation above top of curb when slope is to rear (inches)	Minimum floor elevation above top of curb when slope is to front (inches)
36	6	21

1) See Section 1804.4 for grading requirements;

2) The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the City Engineer, or that determined by Table 1808.7.4, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the building official with a survey certificate indicating the required finished floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans. Structures located in any flood hazard area shall comply with Article 39.05 of the Unified Development Code (UDC), as well as all F.E.M.A. regulations, which will supersede the above.

3) Alternate elevations are permitted subject to review and approval by the City Engineer and the Building Official provided it can be demonstrated by a registered design professional that all required drainage to an approved point of discharge away from the structure is provided at all locations on the site.

(29) Prescriptive footings for light-frame construction. Section 1809.7 is hereby amended to read as follows:

1809.7. Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Tables 1809.7.1 and 1809.7.2 and figures 1809.7.1 through 1809.7.3 below, where permitted by law.

(30) Table 1809.7 "Prescriptive Footings Supporting Walls of Light-Frame Construction".

Table 1809.7 is hereby replaced by Tables 1809.7.1 and 1809.7.2 as follows:

TABLE 1809.7.1

FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a, b, c

(Monolithic Slab-on-Ground Foundation - Refer to figure 1809.7.1)

Number of Floors Supported by the Footing	Width of Footing (Inches)		Thickness of Footing (Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
1	16		12	
2				
3	Design Required			

Notes to tables 1809.7.1 and 1809.7.2:

a. Depth of footings shall be in accordance with Section 1809.4 and Table L1607

b. Footings are permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

TABLE 1809.7.1

FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a, b, c

(Monolithic Slab-on-Ground Foundation - Refer to figure 1809.7.1)

Number of Floors Supported by the Footing	Width of Footing (Inches)		Thickness of Footing (Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer

c. Assumes uniform loading by repetitive framing members; concentrated loads shall be considered separately, and may require specific engineering design.

TABLE 1809.7.2

FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a, b, c

(Combination Slab-on-Ground Foundation - Refer to figure 1809.7.2)

Number of Floors Supported by the Footing	Width of Footing (Inches)		Thickness of Footing (Inches)	
	No Brick	4" Brick	No Brick	4" Brick

TABLE 1809.7.1

FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a, b, c

(Monolithic Slab-on-Ground Foundation - Refer to figure 1809.7.1)

Number of Floors Supported by the Footing	Width of Footing (Inches)		Thickness of Footing (Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
	Veneer	Veneer	Veneer	Veneer
1	16		12	
2				
3	Design Required			

Notes to Tables 1809.7.1 and 1809.7.2:

a. Depth of footings shall be in accordance with Section 1809.4 and Table L1607

b. Footings are permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

c. Assumes uniform loading by repetitive framing members; concentrated loads shall be considered separately, and may require specific engineering design.

(31) Foundation details. New figures 1809.7.1, 1809.7.2 and 1809.7.3 are hereby added as follows:

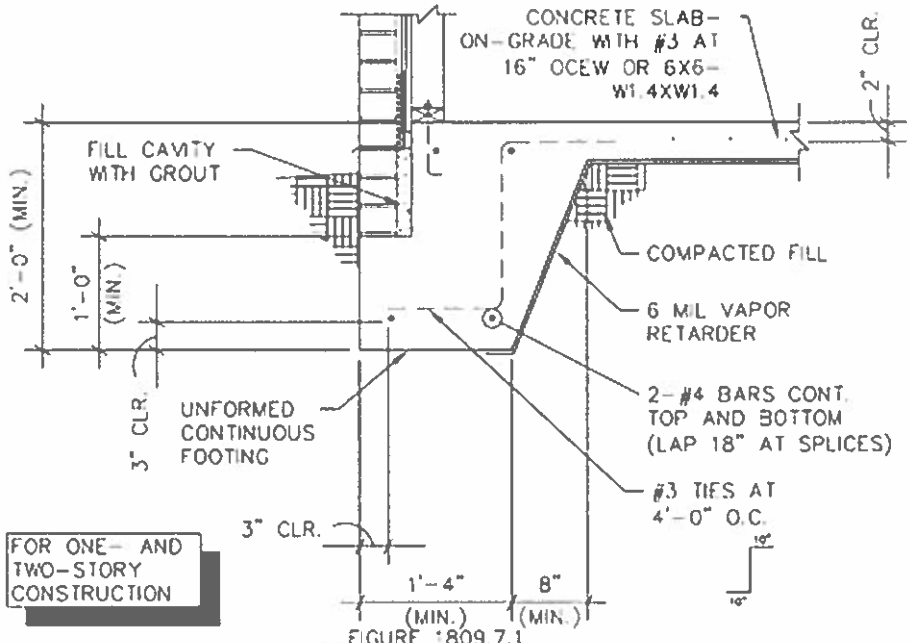


FIGURE 1809.7.1
MONOLITHIC SLAB-ON-GROUND
(SEE FIG. 1809.7.3 FOR INTERIOR FOOTING REQUIREMENTS)

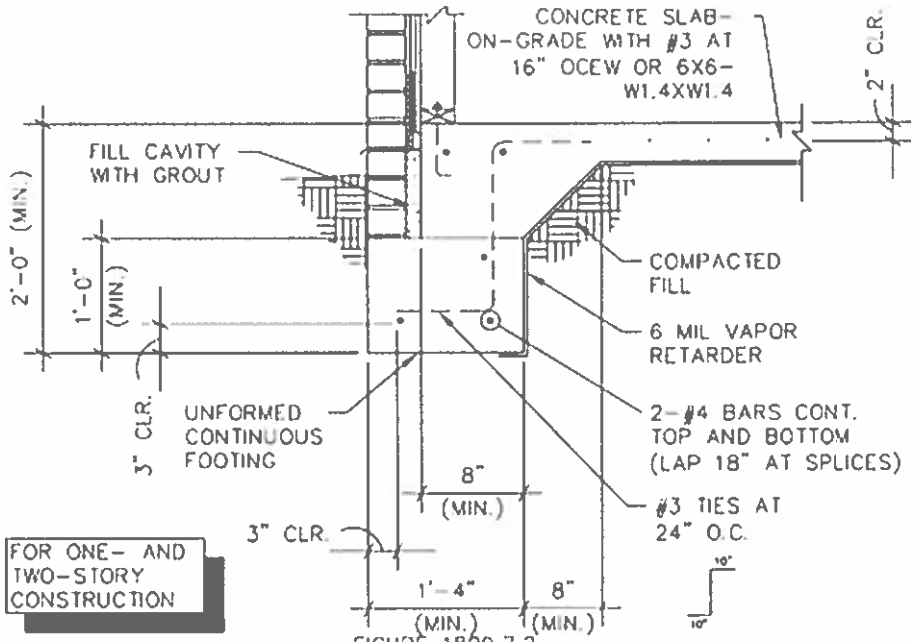


FIGURE 1809.7.2
TWO-POUR COMBINATION FOOTING
(SEE FIG. 1809.7.3 FOR INTERIOR FOOTING REQUIREMENTS)

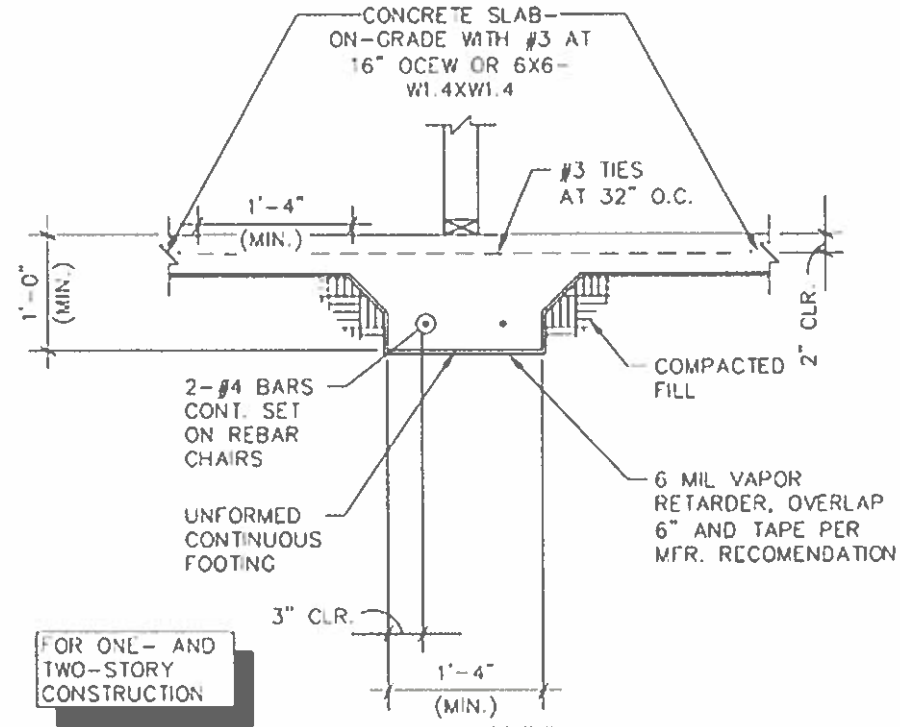


FIGURE 1809.7.3
CONTINUOUS FOOTING FOR INTERIOR LOAD BEARING WALL

(32) Scope of general plumbing systems. Section 2901.1 is hereby amended to include a second paragraph to read as follows:

The provisions of this chapter are meant to work in coordination with the provisions of Chapter 4 of the *International Plumbing Code*. Should any conflicts arise between the two chapters, the *building official* shall determine which provision applies.

(33) Minimum number of fixtures. Section 2902.1 is hereby amended to read as follows:

2902.1 Minimum number of fixtures. Plumbing fixtures shall be provided in the minimum number as shown in Table 2902.1 based on the actual use of the building or space. Uses not shown in Table 2902.1 shall be considered individually by the code official. The number of occupants shall be determined by this code.

In other than Group E occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and *approved* by the *building official*.

(34) Minimum number of required plumbing fixtures. Table 2902.1 is hereby amended to include an additional footnote that reads as follows:

g. Drinking fountains are not required in Group M occupancies with an occupant load of 100 or less, Group B occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

(35) Zoning regulations. A new Section H101.1.1 is hereby added to read as follows:

H101.1.1 Zoning regulations. The Unified Development Code (UDC) regulates the permissibility, placement, and physical characteristics of signs upon premises within the city based on particular zoning district requirements. Any reference to a particular sign type, size, height, or other physical characteristic within this appendix should not therefor be construed as allowing such if otherwise prohibited or regulated by the Unified Development Code (UDC).

(36) Signs exempt from permits. Section H101.2 is hereby amended to read as follows:

H101.2 Signs exempt from permits. The following signs are exempt from the requirements to obtain a *permit* before erection:

1. Temporary signs announcing the sale or rent of property.

2. Signs erected by transportation authorities.

3. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.

4. Other signs as set forth in the Unified Development Code (UDC), or as deemed appropriate by the building and zoning officials.

(37) Permits, drawings and specifications. Section H105.2 is hereby amended to read as follows:

H105.2 Permits, drawings and specifications. Where a permit is required, *construction documents* shall be required. These documents shall show the dimensions, materials and required details of construction, including *loads*, stresses and anchors. The *construction documents* shall bear the seal of a professional engineer licensed in the State of Texas. A dimensioned site plan and elevation drawings sufficient to demonstrate compliance with all other city requirements shall also be submitted.

Exceptions:

Documents for the following sign types shall not be required to bear the seal of a professional engineer:

1. Monument signs not exceeding seven (7) feet in height.

2. Wall signs attached flat to the building wall.

(38) General (roof signs). Section H110.1 is hereby amended to read as follows:

H110.1 General (roof signs). Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in Sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1829 mm) between the roof level and the lowest part of the sign and shall have at least 5 feet (1524 mm) clearance between the vertical supports thereof. Where such clearances cannot be provided, structural analysis of the roof supporting elements shall be undertaken by a structural engineer, including the added dead and wind loading of the sign, and any necessary strengthening provided. No portion of any roof sign structure shall project beyond an *exterior wall*.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

_____
Amy Sims, Deputy City Attorney

AI# 12277
Regular City Council Meeting 6. 2.
03/05/2024:

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.10 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Plumbing Code.

Item Summary

The International Plumbing Code is the City's adopted model plumbing code, and governs the installation, maintenance and repair of plumbing systems within all buildings throughout the jurisdiction. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City to suit unique local conditions. The proposed ordinance updates the document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Plumbing Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.10 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL PLUMBING CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Plumbing Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Article 28.10 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.10
INTERNATIONAL PLUMBING CODE
Division 1
Generally

§ 28.10.001 **Adopted.**

The 2021 edition of the International Plumbing Code, as published by the International Code Council, Inc., as hereinafter amended, including appendices C, D, E, and F is hereby adopted as the plumbing code of the City of Lubbock, Texas. A copy of said plumbing code is attached hereto and incorporated herein as though set out herein in detail. References to the plumbing code in this chapter shall mean the 2021 edition of the International Plumbing Code. One copy of the 2021 International Plumbing Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.10.002 **Coordination of administrative provisions.**

The administrative provisions contained in Chapter **28**, articles **28.01** through **28.08** of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of plumbing systems installation, these supplemental administrative provisions have been provided. Except as amended or supplemented within Sections **28.10.002**, **28.10.003**, and

28.10.051 through **28.10.056**, the entire text of Chapter **1** of the 2021 International Plumbing Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within Sections **28.10.002**, **28.10.003**, and **28.10.051** through **28.10.056** and articles **28.01** through **28.08** of this Code of Ordinances, it is the intent that the more specific shall govern, as determined by the building official.

§ 28.10.003 **Supplemental administrative amendments.**

(a) Administrative amendments and cross-references to articles **28.01** through **28.08.** The following administrative provisions within Chapter **1** of the International Plumbing Code are hereby stricken, and the corresponding provisions within articles **28.01** through **28.08** of this Code of Ordinances shall govern, as indicated in Table 28.10.003 below:

TABLE 28.10.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Plumbing Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
109.6	Fee refunds	28.05.109
115.4	Violation penalties	28.02.006
116.1	Stop work orders	28.02.007
113	Means of appeal	2.03.495-2.03.501
114	Board of Appeals	2.03.491–2.03.494

§ 28.10.004 **Amendments.**

(a) Protection against physical damage. Section 305.6 is hereby amended to read as follows:

305.6 Protection against physical damage. In concealed locations where piping, other than cast iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the

member is notched or bored.

(b) Over-excavation. Section 306.2.1 is hereby amended to read as follows:

306.2.1 Over-excavation. Where trenches are excavated below the installation level of the pipe such that the bottom of the trench does not form the bed for the pipe, the trench shall be backfilled to the installation level of the bottom of the pipe placed in layers of 6 inches (152 mm) maximum depth and such backfill shall be compacted after each placement. The backfill material may consist of sand or fine gravel, or excavated material that complies with Section 306.3.

(c) Drainage and vent water test. Section 312.2 is hereby amended to read as follows:

312.2 Drainage and vent water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a 5-foot (1524 mm) head of water above floor height. In testing successive sections, at least the upper 10 feet (3048 mm) of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 10 feet (3048 mm) of the system, shall have been submitted to a test of less than a 5-foot head of water above floor height. The water shall be held kept in the system, or in the portion under test, for at least 15 minutes before inspection starts. The system shall then be tight at all points.

(d) Gravity sewer test. Section 312.6 is hereby amended to read as follows:

312.6 Gravity sewer test. Gravity *sewer* tests shall consist of plugging the end of the *building sewer* at the point of connection with the public *sewer*, filling the *building sewer* with water, testing with not less than a 5-foot (1524 mm) head of water and maintaining such pressure for 15 minutes.

(e) Ductless mini-split system traps. Section 314.2.4.1 is hereby deleted in its entirety.

(f) Sheet lead. Section 402.4 is hereby amended to read as follows:

402.4 Sheet lead. Sheet lead for pans shall not weigh less than two and one-half (2-1/2) pounds per square foot (12.2 kg/m^2) and shall be coated with an asphalt paint or other *approved* coating.

(g) Sheet lead. Section 421.5.2.3 is hereby amended to read as follows:

421.5.2.3 Sheet lead. Sheet lead shall weigh not less than two and one-half (2-1/2) pounds per square foot (12.2 kg/m^2) and shall be coated with an asphalt paint or other *approved* coating. The lead sheet shall be insulated from conducting substances other than the connecting drain by 15-pound (6.80 kg) asphalt felt or an equivalent. Sheet lead shall be joined by burning.

(h) Water hammer. Section 604.9 is hereby amended to read as follows:

604.9 Water hammer. The flow velocity of the water distribution system shall be controlled to reduce the possibility of water hammer. An air chamber or a water-hammer arrestor shall be installed where *quick-closing valves* are utilized, unless otherwise *approved*. Water-hammer arrestors shall be installed in accordance with the manufacturer's instructions. Water-hammer arrestors shall conform to ASSE 1010.

(i) Solvent cementing. Section 605.21.3 is hereby amended to read as follows:

605.21.3 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Clear primer in lieu of purple is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D2564 or CSA CAN/CSA-B137.3 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D2855. Solvent-cement joints shall be permitted above or below ground.

(j) Location of full-open valves. Section 606.1 is hereby amended to read as follows:

606.1 Location of full-open valves. *Full-open valves* shall be installed in the following locations:

1. On the building water service pipe from the public water supply.
2. On the water distribution supply pipe at the entrance into the structure if the water meter is more than 100 feet from the building.
3. On the water supply pipe to a gravity or pressurized water tank.
4. On the water supply pipe to every water heater.

(k) Location of shutoff valves. Section 606.2 is hereby amended to read as follows:

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture in other than bathtubs and showers in one- and two-family and multiple-family residential *occupancies*, and other than in individual sleeping units that are provided

with unit shutoff valves in hotels, motels, boarding houses and similar *occupancies*.

2. On the water supply pipe to each appliance or mechanical equipment.

(l) Slope of horizontal drainage pipe. Table 704.1 is hereby amended to read as follows:

TABLE 704.1

SLOPE OF HORIZONTAL DRAINAGE PIPE

Size (inches)	**Minimum slope (inch per foot)**
2-1/2 or less	1/4[a]
3 to 5	1/8[a]
6 or larger	1/16[a]

a. Slopes for piping draining to a grease interceptor shall comply with Section 704.1.

(m) Solvent cementing. Section 705.10.2 is hereby amended to read as follows:

705.10.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Clear primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D2564 CSA CAN/CSA-B137.3, CSA CAN/CSA-B181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D2855. Solvent-cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

1. The solvent cement used is third-party certified as conforming to ASTM D2564.
2. The solvent cement is used only for joining PVC drain, waste and vent pipe and fittings in non-pressure applications in sizes up to and including 4 inches (102 mm) in diameter.

(n) Installation of fittings. Section 706.3 is hereby amended to read as follows:

706.3 Installation of fittings. Fittings shall be installed to guide sewage and

waste in the direction of flow. Change in direction shall be made by fittings installed in accordance with Table 706.3. Change in direction by combination fittings, side inlets or increasers shall be installed in accordance with Table 706.3 based on the pattern of flow created by the fitting. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or appliances with pumping action discharge.

(o) Building drains and sewers. Table 710.1(1) is hereby amended to read as follows:

Table 710.1(1)

BUILDING DRAINS AND SEWERS

DIAMETER OF PIPE (inches)	MAXIMUM NUMBER OF DRAINAGE FIXTURE UNITS CONNECTED TO ANY PORTION OF THE BUILDING DRAIN OR THE BUILDING SEWER, INCLUDING BRANCHES OF THE BUILDING DRAIN[a]			
	Slope per foot			
	1/16 inch	1/8 inch	1/4 inch	1/2 inch
1-1/4	-	-	1	1
1-1/2	-	-	3	3
2	-	-	21	26
2-1/2	-	-	24	31
3	-	36	42	50
4	-	180	216	250
5	-	390	480	575
6	620	700	840	1000
8	1400	1600	1920	2300
10	2500	2900	3500	4200

Table 710.1(1) BUILDING DRAINS AND SEWERS				
DIAMETER OF PIPE (inches)	MAXIMUM NUMBER OF DRAINAGE FIXTURE UNITS CONNECTED TO ANY PORTION OF THE BUILDING DRAIN OR THE BUILDING SEWER, INCLUDING BRANCHES OF THE BUILDING DRAIN[a]			
	Slope per foot			
	1/16 inch	1/8 inch	1/4 inch	1/2 inch
12	3900	4600	5600	6700
15	7000	8300	10,000	12,000

a. The minimum size of any building drain serving a water closet shall be 3 inches.

(p) Permit requirements. Section 716.1.1 is hereby added to read as follows:

716.1.1 Permit requirements. A licensed plumbing contractor shall obtain a permit under this code prior to the work being performed. The permit application shall indicate if work in the City right-of-way will be necessary. If issued, the permit will grant the licensed plumbing contractor temporary "permitted user" status, as contemplated by Chapter 37 of the Lubbock Code of Ordinances, for limited access to the City right-of-way. Excavation in the City right-of-way subjects the permittee to all applicable requirements of Chapter 37 as well as this code, save and except the requirement for a separate right-of-way permit. The limited access is restricted to unpaved areas only and is defined as an excavation that is hand-dug only (no mechanical excavation) and no more than three (3') feet in width adjacent to the property line. The licensed plumbing contractor has the option of hiring a "permitted user", as anticipated by Chapter 37, to perform the work in the public right-of-way.

(q) Permit requirements. Section 717.1.1 is hereby added to read as follows:

717.1.1 Permit requirements. A licensed plumbing contractor shall obtain a permit under this code prior to the work being performed. The permit application shall indicate if work in the City right-of-way will be necessary. If issued, the permit will grant the licensed plumbing contractor temporary "permitted user" status, as contemplated by Chapter 37 of the Lubbock Code of Ordinances, for limited access to the City right-of-way. Excavation in the City right-of-way subjects the permittee to all applicable requirements of Chapter 37

as well as this code, save and except the requirement for a separate right-of-way permit. The limited access is restricted to unpaved areas only and is defined as an excavation that is hand-dug only (no mechanical excavation) and no more than three (3') feet in width adjacent to the property line. The licensed plumbing contractor has the option of hiring a "permitted user", as anticipated by Chapter 37, to perform the work in the public right-of-way.

(r) Permit requirements. Section 718.1.1 is hereby added to read as follows:

718.1.1 Permit requirements. A licensed plumbing contractor shall obtain a permit under this code prior to the work being performed. The permit application shall indicate if work in the City right-of-way will be necessary. If issued, the permit will grant the licensed plumbing contractor temporary "permitted user" status, as contemplated by Chapter 37 of the Lubbock Code of Ordinances, for limited access to the City right-of-way. Excavation in the City right-of-way subjects the permittee to all applicable requirements of Chapter 37 as well as this code, save and except the requirement for a separate right-of-way permit. The limited access is restricted to unpaved areas only and is defined as an excavation that is hand-dug only (no mechanical excavation) and no more than three (3') feet in width adjacent to the property line. The licensed plumbing contractor has the option of hiring a "permitted user", as anticipated by Chapter 37, to perform the work in the public right-of-way.

(s) Roof extension unprotected. Section 903.1.1 is hereby amended to read as follows:

903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall be terminated not less than 10 inches (254 mm) above the roof.

(t) 1001.1 Scope (Traps, Interceptors and Separators). Section 1001.1 is hereby amended to read as follows:

1001.1 Scope. This chapter shall govern the material and installation of traps, interceptors and separators. See also divisions 5 and 6 of article 22.04 (wastewater system) of the Lubbock Code of Ordinances.

(u) Storm drainage-general (tests). Section 1101.4 is hereby amended to read as follows:

1101.4 Tests. The building *storm drain* shall be tested in accordance with Section 312 and within the building only and shall not require 5-foot head, but roof drain level only.

(v) Roof design. Section 1101.7 is hereby amended to read as follows:

1101.7 Roof design. Roofs shall be designed for the maximum possible depth of

water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges or serviceable drains in combination with the deflected structural elements in accordance with Section 1611 of the International Building Code. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked. The maximum possible depth of water on the roof shall include the height of the water required above the inlet of the secondary roof drainage means to achieve the required flow rate of the secondary drainage means to accommodate the design rainfall as required by Section 1106.

(w) Strainers. A new Section 1105.3 is hereby added to read as follows:

1105.3 Strainers. Roof drains shall have strainers extending not less than 4 inches (102 mm) above the surface of the roof immediately adjacent to the roof drain. Strainers shall have an available inlet area, above roof level, of not less than one and one-half times the area of the conductor or leader to which the drain is connected.

(x) Flat decks. A new Section 1105.4 is hereby added to read as follows:

1105.4 Flat decks. Roof drain strainers for use on sun decks, parking decks and similar areas that are normally serviced and maintained shall comply with Section 1105.3 or shall be of the flat-surface type, installed level with the deck, with an available inlet area not less than two times the area of the conductor or leader to which the drain is connected.

(y) Size of conductors, leaders and storm drains. Section 1106 is hereby deleted and replaced with the following:

SECTION 1106

SIZE OF CONDUCTORS, LEADERS AND STORM DRAINS

1106.1 General. The size of the vertical conductors and leaders, building *storm drains*, building storm *sewers*, and any horizontal branches of such drains or *sewers* in Lubbock, Texas, shall be based on a minimum 100-year hourly rainfall rate of 3.3 inches (84 mm) per hour.

1106.2 Vertical conductors and leaders. Vertical conductors and leaders shall be sized for the maximum projected roof area, in accordance with Table L1106.2(1) and Table L1106.2(2).

TABLE L1106.2(1)

SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS

Diameter of leader	Horizontally Projected Roof Area (square feet)		
	Rainfall Rate (inches per hour)		
(inches)[a]	3	3.3	4
2	960	888	720
3	2,930	2,711	2,200
4	6,130	5,671	4,600
5	11,530	10,666	8,650
6	17,995	16,647	13,500
8	38,660	35,762	29,000

a. Sizes indicated are the diameter of circular piping. This table is applicable to piping of other shapes, provided the cross-sectional shape fully encloses a circle of the diameter indicated in this table. For rectangular leaders, see Table L1106.2(2). Interpolation is permitted for pipe sizes that fall between those listed in this table.

b. The Rate of Rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in Appendix B of the 2021 International Plumbing Code.

TABLE L1106.2(2)

SIZE OF RECTANGULAR VERTICAL CONDUCTORS AND LEADERS

Dimensions Of Common Leader Sizes width x length	Horizontally Projected Roof Area (square feet)		
	Rainfall Rate (inches per hour)		
(inches)[a,b]	3	3.3	4
1-3/4 X 2-1/2	1,130	1,046	850
2 x 3	1,840	1,702	1,380

TABLE L1106.2(1)

SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS

Diameter of leader	Horizontally Projected Roof Area (square feet) Rainfall Rate (inches per hour)		
(inches)[a]	3	3.3	4
2-3/4 X 4-1/4	4,270	3,949	3,200
3 x 4	4,400	4,070	3,300
3-1/2 X 4	5,300	4,901	3,970
3-1/2 X 5	7,100	6,566	5,320
3-1/4 X 4-3/4	7,320	6,771	5,490
3-3/4 X 5-1/4	8,500	7,864	6,380
3-1/2 X 6	9,260	8,564	6,940
4 x 6	10,990	10,165	8,240
5-1/2 X 5-1/2	14,760	13,653	11,070
7-1/2 X 7-1/2	33,500	30,986	25,120

a. Sizes indicated are nominal width x length of the opening for rectangular piping.

b. For shapes not included in this table, Equation 11-1 shall be used to determine the equivalent circular diameter, De, of rectangular piping for use in interpolation using the data from Table L1106.2(1).

De = (width x length) 1/2 (Equation 11-1)

where:

De = equivalent circular diameter; De, width, and length are in inches.

c. The Rate of Rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown

TABLE L1106.2(1)

SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS

Diameter of leader	Horizontally Projected Roof Area (square feet) Rainfall Rate (inches per hour)		
(inches)[a]	3	3.3	4

in Appendix B of the 2021 International Plumbing Code.

1106.3 Building storm drains and sewers. The size of the building storm drain, building storm sewer and their horizontal branches having a slope of one-half unit or less vertical in 12 units horizontal (4-percent slope) shall be based on the maximum projected roof area in accordance with Table L1106.3. The slope of horizontal branches shall be not less than one-eighth unit vertical in 12 units horizontal (1-percent slope) unless otherwise approved.

TABLE L1106.3

SIZE OF HORIZONTAL STORM DRAINAGE PIPING

Size of Horizontal Piping	Horizontally Projected Roof Area (square feet) Rainfall Rate (inches per hour)		
(inches)	3	3.3	4
1/8 unit vertical in 12 units horizontal (1 percent slope)			
3	1,096	1,014	822
4	2,506	2,294	1,800
5	4,453	4,119	3,340
6	7,133	6,598	5,350
8	15,330	14,181	11,500
10	27,600	25,530	20,700
12	44,400	41,070	33,300

TABLE L1106.3

SIZE OF HORIZONTAL STORM DRAINAGE PIPING

Size of Horizontal Piping (inches)	Horizontally Projected Roof Area (square feet) Rainfall Rate (inches per hour)		
	3	3.3	4
15	72,800	68,810	59,500
1/4 unit vertical in 12 units horizontal (2 percent slope)			
3	1,546	1,430	1,160
4	3,533	3,268	2,650
5	6,293	5,821	4,720
6	10,066	9,311	7,550
8	21,733	20,103	16,300
10	38,950	36,025	29,200
12	62,600	57,920	47,000
15	112,000	103,600	84,000
1/2 unit vertical in 12 units horizontal (4 percent slope)			
3	2,295	2,100	1,644
4	5,010	4,635	3,760
5	8,900	8,234	6,680
6	13,700	12,800	10,700
8	30,650	28,355	23,000
10	55,200	51,060	41,400

TABLE L1106.3

SIZE OF HORIZONTAL STORM DRAINAGE PIPING

Size of Horizontal Piping	Horizontally Projected Roof Area (square feet) Rainfall Rate (inches per hour)		
(inches)	**3**	**3.3**	**4**
12	88,800	82,140	66,600
15	158,800	146,860	119,000

The rate of rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in appendix B of the 2021 International Plumbing Code.

1106.4 Vertical walls. In sizing roof drains and storm drainage piping, one-half of the area of any vertical wall that diverts rainwater to the roof shall be added to the projected roof area for inclusion in calculating the required size of vertical conductors, leaders and horizontal storm drainage piping.

1106.5 Parapet wall scupper location. Parapet wall roof drainage scupper and overflow scupper location shall comply with the requirements of Section 1502 of the International Building Code.

1106.6 Size of roof gutters. The size of semicircular gutters shall be based on the maximum projected roof area in accordance with Table L1106.6.

TABLE L1106.6

SIZE OF SEMICIRCULAR ROOF GUTTERS

Diameter of Gutters	Horizontally Projected Roof Area (square feet) Rainfall Rate (Inches per hour)		
(inches)	**3**	**3.3**	**4**
1/16 unit vertical in 12 units horizontal (0.5 percent slope)			
3	226	209	170
4	480	444	360

TABLE L1106.6

SIZE OF SEMICIRCULAR ROOF GUTTERS

Diameter of Gutters	Horizontally Projected Roof Area (square feet) Rainfall Rate (Inches per hour)		
(inches)	3	3.3	4
5	834	771	625
6	1,280	1,184	960
7	1,840	1,702	1,380
8	2,655	2,456	1,990
10	4,800	4,440	3,600
1/8 unit vertical in 12 units horizontal (1 percent slope)			
3	320	296	240
4	681	630	510
5	1,172	1,084	880
6	1,815	1,679	1,360
7	2,600	2,405	1,950
8	3,740	3,458	2,800
10	6,800	6,290	5,100
1/4 unit vertical in 12 units horizontal (2 percent slope)			
3	454	420	340
4	960	888	720
5	1,668	1,543	1,250

TABLE L1106.6

SIZE OF SEMICIRCULAR ROOF GUTTERS

Diameter of Gutters	Horizontally Projected Roof Area (square feet) Rainfall Rate (Inches per hour)		
(inches)	**3**	**3.3**	**4**
6	2,560	2,368	1,920
7	3,860	3,530	2,760
8	5,310	4,911	3,980
10	9,600	8,880	7,200
1/2 unit vertical in 12 units horizontal (4 percent slope)			
3	640	592	480
4	1,360	1,258	1,020
5	2,360	2,183	1,770
6	3,695	3,418	2,770
7	5,200	4,810	3,900
8	7,460	6,902	5,600
10	13,330	12,331	10,000

The rate of rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in appendix B of the 2021 International Plumbing Code.

(x) Secondary (Emergency) Roof Drains. Section 1108 is hereby deleted and replaced with the following:

SECTION 1108

SECONDARY (EMERGENCY) ROOF DRAINS

1108.1 Secondary (emergency overflow) drains or scuppers. Where roof drains

are required, secondary (emergency overflow) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.

1108.2 Separate systems required. Secondary roof drain systems shall have the end point of discharge separate from the primary system. Discharge shall be above grade, in a location that would normally be observed by the building occupants or maintenance personnel.

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 based on the rainfall rate for which the primary system is sized in Tables L1106.2(1), L1106.2(2), L1106.3 and L1106.6. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall be sized in accordance with Tables L1108.3(1) and L1108.3(2) so that the rain load on the roof does not exceed 20 psf. Notify the structural engineer when the roof and wall areas contributing to the scuppers exceed the values shown in Table L1108.3(2) so that the structure can be designed for increased rain load. Scuppers shall have an opening dimension of not less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

TABLE L1108.3(1)

SIZE OF SCUPPERS

	Length of Scupper, L (inches)								
	5"	**6"**	**8"**	**10"**	**12"**	**18"**	**24"**	**30"**	**36"**
Head, H	**4"**								
(inches)	**CAPACITY OF SCUPPER, Q (gallons per minute)**								
1"	11.4	14.4	17.4	23.4	29.4	35.4	53.3	71.3	89.3	107.3
1.846"	27.3	34.8	42.3	57.3	72.4	87.4	132.5	177.6	222.7	267.7

TABLE L1108.3(1)

SIZE OF SCUPPERS

	Length of Scupper, L (inches)								
	4"	5"	6"	8"	10"	12"	18"	24"	30"	36"
Head, H (inches)	**CAPACITY OF SCUPPER, Q (gallons per minute)**									
2"	30.5	39.0	47.5	64.4	81.4	98.3	149.1	200.0	250.8	301.7

Note: The Table is based on the Francis weir formula:

$Q = 3.33 \times (L - 0.2 \times H) \times H1.5$

Where:

Q = Flow Rate (cubic feet per second)

L = Length of Scupper Opening (feet)

H = Head on Scupper (feet, measured 6 feet back from opening)

TABLE L1108.3(2)

MAXIMUM CONTRIBUTING AREAS FOR PARAPET WALL SCUPPERS

For This Table: ds = 2", I = 3.3 in./hr., and Rain Load, R = 20 psf

Width of Scupper, L (inches)	Maximum Contributing Roof and Wall Areas, A (square feet)
4"	796

TABLE L1108.3(1)

SIZE OF SCUPPERS

	Length of Scupper, L (inches)								
	4"	5"	6"	8"	10"	12"	18"	24"	30"	36"
Head, H (inches)	**CAPACITY OF SCUPPER, Q (gallons per minute)**								
5"	1015								
6"	1234								
7"	1453								
8"	1673								
10"	2111								
12"	2549								
16"	3426								
24"	5179								

A = Maximum allowable horizontally-projected roof areas plus one-half of the vertical wall areas contributing to the roof drainage area so that the maximum rain load on the roof, R, does not exceed 20 psf.

ds = Depth of rainwater from the primary roof drain up to the bottom of the scupper inlet (also referred to as static head), inches. For this Table: ds = 2".

H = Maximum depth of additional rainwater above the bottom of the scupper inlet (also referred to as Hydraulic Head), inches. For this Table: H = 1.846" maximum.

(H = 20 psf/5.2 psf/in. of thickness - ds = 3.846" -2" = 1.846")

i = The rate of rainfall for Lubbock, Texas is 3.3 inches per hour, as shown in Appendix B of the 2021 IPC. The rate of rainfall is based on a storm of one hour duration and a 100 year return period.

TABLE L1108.3(1)

SIZE OF SCUPPERS

	Length of Scupper, L (inches)								
	5"	6"	8"	10"	12"	18"	24"	30"	36"
Head, H (inches)	**4"**								
	CAPACITY OF SCUPPER, Q (gallons per minute)								

$Q = 3.33 \times (L - 0.2 \times H) \times H1.5$ A = Q/i

Q = Flow rate through the scupper, gallons per minute (gpm)

Note: the minimum scupper height shall be 4". Scupper heights greater than 4" do not change the values in the table.

(y) Combined Sanitary and Storm Public Sewer. Section 1109 is hereby deleted in its entirety.

(z) Medical gas certification. Section 1202 is hereby amended by adding a new Section 1202.2, as follows:

1202.2 Certification required. A medical gas certification must be furnished to the building inspection department before a final inspection will be approved.

§ 28.10.005 **through § 28.10.050. (Reserved)**

Division 2

Protection of Water Supply

§ 28.10.051 **Definitions.**

For the purposes of Section **28.10.052**, Section **28.10.053** and Section **28.10.054** of the Code of Ordinances of the City of Lubbock, and Section 312.9 and Section 608 of the 2021 International Plumbing Code, Sections P2503.7 and P2902 of the 2021 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, the following definitions shall apply. In the event of a conflict between the definitions set forth below and the definitions provided in the 2021 International Plumbing, 2021 International Residential Codes, the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, for the purposes of Sections **28.10.052**, **28.10.053** and **28.10.054** of the Code of Ordinances of the city, the definitions set forth below shall control.

(1) *Air gap* shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet, but never less than 1.0 inch. An air gap may also be a horizontal space between two pipes at no less than 6.0 inches.

(2) *Approved* shall mean accepted by the authority responsible as meeting an applicable specification stated or cited in Sections **28.10.051**, **28.10.053** through **28.10.054** or as suitable for the proposed use.

(3) *Auxiliary water supply* shall mean any water supply on or available to the premises other than the purveyor's approved public water supply that presents a potential contamination hazard of the public water system. These auxiliary waters may include water from another purveyor's public water supply or any natural source(s) such as a well, spring, river or stream or used waters, or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

(4) *Backflow* shall mean the undesirable reversal of flow in a public water distribution system as a result of a cross connection.

(5) *Backflow prevention assembly* shall mean an approved assembly to counteract backpressure or prevent backsiphonage.

(6) *Backflow prevention assembly test and maintenance report* shall mean the report required for each backflow prevention assembly upon initial installation and periodically thereafter as required, giving evidence that the backflow prevention assembly has been properly selected based on the degree of hazard, and has been properly installed and tested in accordance with applicable standards, and showing the results of this test. The completed form will be forwarded to the water purveyor for documentation and annual record keeping.

(7) *Backflow prevention assembly tester, backflow tester, or general tester* shall mean a backflow assembly device tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service (excepting firelines). This person must be licensed by TCEQ and registered with the city.

(8) *Backpressure* shall mean pressure created by any means in the water distribution system, which by being in excess of the pressure in the water supply mains causes a potential backflow condition.

(9) *Backsiphonage* shall mean the backflow of potentially contaminated water into the potable water system as a result of the pressure in the potable water system

falling below atmospheric pressure of the plumbing fixtures, pools, tanks or vats connected to the potable water distribution piping.

(10) *Building official* shall mean the officer charged with the enforcement of the building, plumbing, mechanical, electrical, fuel gas, and energy conservation codes of the city, or his duly authorized representative. For purposes of Sections **28.10.051**, **28.10.053** through **28.10.054**, all state-licensed plumbing inspectors under the supervision of the building official are his duly authorized representatives.

(11) *Bypass arrangements* shall mean any jumper connections, removable section, unions, swivels or change-over devices and other temporary or permanent devices through which or because of which backflow can occur.

(12) *Contamination* shall mean an impairment of the quality of the potable water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids or waste.

(13) *Cross connection* shall mean a physical connection or bypass arrangement between a public water system and either another supply of unknown or questionable quality, or another source that may contain contaminating or polluting substances, any source of water treated to a lesser degree in the treatment process, or any steam, gas or chemical system.

(14) *Cross-connection control device* shall mean any nationally approved or recognized device placed upon any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, which is designed to prevent nonpotable, used, unclean, polluted and contaminated water, or other substance, from entering into any part of such potable water system under any condition or set of conditions.

(15) *Cross connections – controlled* shall mean a connection between a public water system and a nonpublic water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

(16) *Cross-connection control by containment* shall mean the installation of an approved backflow prevention assembly at the water service connection to any customer's premises, where it is physically or economically unfeasible to find and permanently eliminate or control all cross connections or potential contamination hazards, within the customer's water system; or it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are cross connections or potential contamination hazards, that cannot be effectively eliminated or controlled at the point of the cross connection.

(17) *Customer/property owner* shall mean the owner, as determined by the real property records of Lubbock County, Texas, or the agent of the owner in responsible charge of the subject premises. For purposes of Sections **28.10.051**, **28.10.053** through **28.10.054**, a licensed plumber and/or irrigator shall be deemed to be an agent of the owner when performing work under the scope of Sections **28.10.051**, **28.10.053** through **28.10.054** pursuant to a plumbing and/or irrigation permit.

(18) *Customer service inspection* shall mean an inspection designed to detect any actual or potential point of contamination of the potable water system and/or cross-connection hazards.

(19) *Degree of hazard* shall mean the nonhealth hazard or health hazard classification that shall be attached to all actual or potential cross connections.

(A) *Nonhealth hazard* shall mean a cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into a public water supply.

(B) *Health hazard* shall mean the classification assigned to a cross connection or potential contamination hazard or other situation involving any substance that can cause illness, death, spread of disease or has a high probability of causing such effects if introduced into the potable drinking water supply.

(20) *Double check valve backflow assembly (DCVA), double check assembly, and double check (DC)* shall mean an assembly consisting of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted properly located resilient seated test cocks. This assembly shall only be used to protect against a nonhealth hazard.

(21) *Fireline tester* shall mean a tester who is qualified to test backflow prevention assemblies on firelines. This person must be licensed by TCEQ and registered with the city.

(22) *Licensed professional* shall mean any individual, or their representative, that must maintain a license obtained through a professional licensing board in order to conduct their business under state law.

(23) *Nonpotable water* shall mean water not safe for drinking, personal or culinary utilization.

(24) *Pollution* shall mean an impairment of the quality of the potable water to a degree that does not create a hazard to the public health but that does adversely and unreasonably affect the aesthetic qualities of such potable water for

domestic use.

(25) *Point of use isolation* shall mean the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.

(26) *Potable water* shall mean water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or the regulations of any public health authority having jurisdiction over such matters.

(27) *Potential contamination hazard* shall mean a condition which, by its location, piping or configuration, has a reasonable probability of being used incorrectly, through carelessness, ignorance, or negligence, to create or cause to be created a backflow condition by which contamination can be introduced into the public water supply. Examples of potential contamination hazards are:

(A) Bypass arrangements;

(B) Jumper connections;

(C) Removable sections or spools; and

(D) Swivel or changeover assemblies.

(28) *Public Health Service Drinking Water Standards* shall mean the standards set forth in 30 TAC 290 subchapter F, as may be amended from time to time.

(29) *Reduced pressure principle backflow prevention assembly (RPBA), reduced pressure principle assembly, RPZ or RP assembly* shall mean a backflow prevention device consisting of two independently acting check valves, internally force-loaded to a normally closed position and separated by an intermediate chamber (or zone) in which there is an automatic relief means of venting to the atmosphere, internally loaded to a normally open position between two tightly closing shutoff valves and with a means for testing for tightness of the checks and opening of the relief means.

(30) *Repair of an irrigation system* shall mean the reconstruction or renewal of any part of an existing irrigation system, including without limitation, installation of a backflow prevention device, adding additional irrigation zones, reparation of a main irrigation line and valve replacement. For the purpose hereof, the replacement of a control box or sprinkler head(s) shall not be deemed to be a repair.

(31) *Service connection* shall mean the point of delivery where the water purveyor loses control over the water.

(32) *Used water* shall mean any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery or service connection and is no longer under the sanitary control of the water purveyor.

(33) *Water purveyor* shall mean the director in charge of the water department of the city, who is vested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of Sections **28.10.051**, **28.10.053** through **28.10.054**.

§ 28.10.052 **Intent; conflicts.**

Section **28.10.052**, Section **28.10.053**, and Section **28.10.054** of the Code of Ordinances of the city are intended to supplement the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Section 312.9, "Inspection and Testing of Backflow Prevention Assemblies," and Section 608, "Protection of Potable Water Supply" of the 2021 International Plumbing Code, as well as Sections P2503.7 and P2902 of the 2021 International Residential Code, both codes having been previously adopted as a part of the Code of Ordinances of the city. In the event of any conflict between the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Sections 312.9 or 608 of the 2021 International Plumbing Code or Sections P2503.7 or P2902 of the 2021 International Residential Code and Section **28.10.052**, Section **28.10.053**, and Section **28.10.054** of the Code of Ordinances of the city, the provisions of Section **28.10.052**, Section **28.10.053**, and Section **28.10.054** of the Code of Ordinances of the city shall control. Section **28.10.052**, Section **28.10.053**, and Section **28.10.054** of the Code of Ordinances of the city shall be liberally construed to protect the public health and safety of the citizens of the city.

§ 28.10.053 **Responsibilities of water purveyor, user, customer/property owner and backflow prevention assembly tester.**

(a) Responsibilities of water purveyor.

(1)

(A) No water service connection to any premises shall be installed or maintained by the water purveyor unless the water supply is protected as required by state law, including without limitation, 30 TAC 290.44(h), 30 TAC 290.46(j), 30 TAC 290.47(i), 30 TAC 344.73 and 30 TAC 344.75, as same may be amended from time to time. Service of water, subject to the provisions of Sections **28.10.052**, **28.10.053**, or **28.10.054** of the Code of Ordinances of the City of Lubbock, or Sections 312.9 or 608 of the 2021 International Plumbing Code, or Sections P2503.7 or P2902 of the 2021 International Residential Code, as applicable,

to any premises shall be discontinued by the water purveyor if a backflow prevention assembly required by Sections **28.10.051**, **28.10.053** through **28.10.054** is not installed properly, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

(B) For new facilities, permanent water service shall not be provided until all testable backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the city shall not approve any certificate of occupancy until all backflow prevention assemblies have been tested and are operational.

(2) Customer service inspection.

(A) A customer service inspection for cross-connection control shall be completed by the city water purveyor prior to providing continuous water service in each of the following circumstances:

(i) Water service to a newly constructed facility, in which case the customer service inspection shall be performed in conjunction with or near the same time as the plumbing final inspection conducted by the building official.

(ii) Any correction, addition or improvement to the water service or water distribution plumbing of any facility or premises, except for minor repair and maintenance work exempted from permitting by Section 106.2 of the 2021 International Plumbing Code, or in cases where an approved RPBA backflow prevention device has been installed at the point of water service connection such that premises' isolation is achieved, and said device has been verified as having been properly tested and maintained as provided herein. Where nonexempt plumbing work has been performed upon the water service or water distribution plumbing of any facility or premises, and approved premises isolation has been provided as described herein, the building official shall be solely responsible for ensuring compliance of any such work on the customer side of the backflow device.

(B) A permanent water service shall not be established with regard to a newly constructed facility until after the customer service

inspection is completed.

(C) Temporary water service, for construction or other purposes, that is found to pose a potential cross-connection threat to the potable water due to the unknown use of the water therefor, or other reasons or causes, shall be protected by an approved backflow prevention assembly.

(3) If, in the judgment of the water purveyor or building official an approved backflow prevention assembly is required at the customer's/property owner's water service connection; or, within the customer's/property owner's private water system for the safety of the public water system, the water purveyor or the designated agent shall:

(A) Give notice in writing to the customer/property owner to install an approved backflow prevention assembly(s) at specific location(s) at his/her expense, and depending on the severity of the threat to the public water supply, within the time frame required by the city and in all instances within thirty (30) days.

(B) In the case of any premises where, in the opinion of the water purveyor and/or building official, an imminent health threat is posed due to cross connection or a potential contamination hazard, water service to the facility may immediately be discontinued without prior written notice to customer/property owner. Although the city will attempt to provide notice as is reasonably practical, no notice shall be required prior to discontinuance.

(4) Failure, refusal or inability on the part of the customer/property owner to install, have tested and maintain the backflow prevention assembly(s) shall be grounds for discontinuing water service to the premises until such requirements have been met as required by Sections **28.10.051**, **28.10.053** through **28.10.054**.

(5) Any reduction in water pressure caused by the installation of backflow prevention assembly devices shall not be the responsibility of the city.

(b) Responsibilities of the customer/property owner. The customer's/property owner's system shall include those parts of the potable water conveyance facilities beyond the termination of the utility distribution system that are conveying potable water to the points of use of customer/property owner.

(1) Backflow prevention assemblies shall be installed within the customer's/property owner's system at the customer's/property owner's expense at any time required by Sections **28.10.052**, **28.10.053**, or

28.10.054 of the Code of Ordinances of the city and/or Sections 312.9 or 608 of the 2021 International Plumbing Code, or Sections P2503.7 or P2902 of the 2021 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, as applicable. All backflow prevention devices must be installed and tested as required by:

(A) Section **28.10.052**, Section **28.10.053**, and Section **28.10.054** of the Code of Ordinances of the city;

(B) Section 312.9 and Section 608 of the 2021 International Plumbing Code; and

(C) 30 TAC 290.44(h), 30 TAC 290.46(j) and 30 TAC 290.47(i).

(2) It shall be the responsibility of the customer/property owner to verify that all applicable city plumbing and/or irrigation permits are obtained and that the customer/property owner, or licensed plumber or irrigator, as applicable, is in compliance with all of the provisions of those permits. In addition to the remedies provided herein, in the event the backflow prevention assembly is installed by a licensed professional, failure by such licensed professional to follow the provisions of such permit will result in written notice to the applicable state licensing agency, in addition to being a violation of Sections **28.10.051**, **28.10.053** through **28.10.054**.

(3) It shall be the responsibility of the customer/property owner and backflow prevention assembly tester performing the subject test(s) to send to the city the backflow prevention assembly test and maintenance records. These materials shall be delivered to the water purveyor office of the city within ten (10) days of installation of the backflow prevention assembly.

(4) The customer's/property owner's system shall be open for inspection at all reasonable times to authorized representatives of the city to determine whether cross connections or potential contamination hazards, including violations of Sections **28.10.052**, **28.10.053**, or **28.10.054** of the Code of Ordinances of the city and/or Sections 312.9 or 608 of the 2021 International Plumbing Code, or Sections P2503.7 or P2902 of the 2021 International Residential Code, as applicable, exist.

(5) If the customer or premises wherein potable water from the city is supplied or provided has access to an auxiliary water supply that is treated to a lesser degree than the public water supply or if the water quality is unknown, and which is either cross connected or poses a potential contamination hazard to the public water system, the public

water system shall be protected against backflow or backsiphonage by an approved backflow prevention device or a horizontal air gap (physical separation) as defined in Section **28.10.051(1)**. The described threat shall be deemed a health hazard when determining the type of approved backflow required. If the auxiliary water supply is used for irrigation purposes, the backflow assembly shall be subject to the requirements of state laws, as same may be amended from time to time.

(A) In order for a customer to install an auxiliary water supply on property located within City of Lubbock's incorporated limits, the auxiliary water supply must be registered with the city. The registration shall be approved if the auxiliary water supply meets all federal, state, and local requirements.

(B) If the customer does not install a backflow prevention device, the following requirements must be met:

(i) The customer shall permit the city to perform a customer service inspection to determine whether a horizontal air gap exists between the two systems and no other potential contamination hazards exist.

(ii) If a potential contamination hazard exists, the customer shall install an approved backflow prevention device to protect the public water system.

(iii) If a potential contamination hazard is not documented during the customer service inspection, no backflow prevention device shall be required. However, the city shall require the customer, at the customer's expense, to obtain a customer service inspection at a minimum of at least every three years to confirm that the two separate systems have not been cross-connected and other potential contamination hazards have not been created.

(C) Any customer who creates a cross-connection and does not comply with the backflow protection ordinances in subsection **(5)** shall be subject to receiving a citation and their city water service being discontinued until a backflow protection device has been installed at the premises.

(6) In the event industrial fluids, any material dangerous to health or any other objectionable substances are handled in such a fashion as to create potential contamination hazard to the public water system, such condition shall be deemed a health hazard. The public water system shall be protected against backflow from the premises by installing an air gap,

a reduced pressure principle backflow assembly, or such other backflow assembly device as may be required by 30 TAC 290.47(i), as same may be amended from time to time. See attachment "A," to Ordinance 2007-O0056 incorporated herein and made a part hereof for all purposes.

(7) All new installations of or substantial alterations to fire suppression systems that utilize the city's public water supply shall have installed a U.L. approved backflow prevention device according to the degree of hazard that exists. For purposes of this section, a "substantial alteration" is deemed to be any alteration or expansion of the system that would trigger a requirement for review and approval by the authority having jurisdiction, normally being the city fire marshal. All fireline backflow prevention assemblies must be installed inside the building as determined by Section **28.10.053** of the Code of Ordinances of the city. Upon the approved installation of the backflow prevention assembly, a cross-connection test report completed by a licensed fireline tester must be provided to the city as required by subsection **(b)(3)**, above.

(8) Subject to the conditions of this subsection **(b)(8)**, a reduced pressure assembly shall be the minimum protection for fire hydrant water meters which are being used for a temporary water supply during construction or other uses which may pose a potential contamination hazard to the public water supply. Only city fire hydrant water meters with approved backflow prevention assemblies are allowed to be used within the city limits. Failure to comply with this subsection **(b)(8)** will result in the fire hydrant meter being removed from the premises by the water purveyor.

(9) It shall be the duty of the customer/property owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once every three years in nonhealth hazard conditions. In those instances where the water purveyor and/or building official of the city deems the potential backflow to be a health hazard or a potential health hazard, certified inspections shall be required annually or at more frequent intervals as deemed necessary by the water purveyor. All inspections and tests of backflow prevention assemblies shall be at the expense of the customer/property owner and shall be performed by a backflow tester who is licensed with the Texas Commission on Environmental Quality and registered with the water purveyor and meeting all conditions and criteria of Section **28.10.052**, Section **28.10.053**, and Section **28.10.054** of the Code of Ordinances of the city.

(10) It shall be the responsibility of the customer/property owner that all irrigation systems installed after the effective date hereof and for an existing system in the event of a repair, shall have installed an approved backflow prevention assembly other than an atmospheric vacuum

breaker (AVB), in the event an existing irrigation system is repaired.

(11) It shall be the responsibility of the customer/property owner to have the backflow prevention assembly device tested as described in Sections **28.10.051**, **28.10.053** through **28.10.054**. The backflow prevention assembly shall be repaired, overhauled, or replaced at the expense of the customer/property owner whenever said assemblies are found to be defective. Water service shall not be restored until repairs are complete.

(c) Responsibilities of the backflow prevention assembly tester. In addition to requirements of the backflow prevention assembly tester set forth in other parts of this division, the backflow prevention assembly tester shall also comply with the following:

(1) The backflow prevention assembly tester shall perform competent tests, issuing complete, accurate and legible reports of backflow prevention assemblies tested, and filing backflow prevention assembly test and maintenance reports as prescribed by division. Test reports shall be submitted to the water purveyor office of the city, within (10) ten days of the testing by the backflow prevention assembly tester of the installation, replacement, or repair of the backflow assembly.

(2) Prior to performing any testing of backflow prevention assemblies within the city, a licensed backflow prevention assembly tester must be registered annually with the city in accordance with this section.

(A) Eligibility for registration shall be conditioned upon applicant providing proof to the city that they are currently licensed as a backflow prevention assembly tester by the Texas Commission on Environmental Quality.

(B) Each applicant for registration shall furnish evidence to the city to show that he/she has available the necessary tools and equipment to properly test and certify such assemblies. Serial numbers of all test gauges shall be registered with the city annually and shall be listed on tests and maintenance reports prior to being submitted to the city. Each recorded test kit shall be tested annually for accuracy and calibrated to maintain a two-percent accuracy factor.

(3) In the event the city has reason to believe that testing or reporting deficiencies exist in a backflow prevention assembly tester's methods or report, the city shall notify the tester and customer/property owner, and shall take one or more of the following actions:

(A) Require the subject customer/property owner to have retested any

backflow prevention assembly previously reported as operational;

(B) In the event the backflow prevention assembly tester has committed three (3) or more inadvertent testing or reporting inaccuracies within a twelve-month period commencing with the first inaccuracy, the backflow prevention assembly tester's registration with the city may be suspended for a period of six (6) months;

(C) In the event the backflow prevention assembly tester shall file with the city an intentional or knowing falsified test report, the backflow prevention assembly tester's registration with the city shall be revoked by the city.

§ 28.10.054 **Approved backflow prevention device assembly and installation.**

(a) Any backflow prevention assembly required by Sections **28.10.052, 28.10.053**, or **28.10.054** of the Code of Ordinances of the city, or Section 312.9 or 608 of the 2021 International Plumbing Code, or Sections P2503.7 or P2902 of the 2021 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, as applicable, shall be of a model and size approved by the water purveyor/building official or as approved by 30 TAC 290.47(i), as same may be amended from time to time. Backflow prevention devices must be approved by the city prior to installation. A plumbing permit is required in accordance with Section **28.05.001** of this chapter. The city shall determine the type and location of the backflow prevention assembly to be installed within the area served by the public water system.

(b) The term "approved backflow prevention assembly" shall mean a backflow prevention assembly that has been manufactured and installed in full conformance with the standards specified within the 2021 International Plumbing Code and those established by the American Water Works Association (AWWA) and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, titled:

AWWA C510 Standard for Double Check Valve Backflow-Prevention Assembly, and AWWA C511 Standard for Reduced-Pressure Backflow-Prevention Assembly, and have met completely the laboratory field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research (FCCHR) and the University of Southern California (USC), "Specification of Backflow-Prevention Assemblies" - Sec. 10 of the most current issue of the Manual of Cross-Connection Control.

(c) Backflow prevention assemblies shall be installed in a manner designed to facilitate ease of testing and inspection by the city or any certified general tester.

All backflow prevention assemblies shall be tested upon installation, relocation, or repair of same.

(d) Backflow prevention assemblies, in addition to other requirements set forth in Sections **28.10.052**, **28.10.053**, or **28.10.054** of the Code of Ordinances of the city, or Section 312.9 or 608 of the 2021 International Plumbing Code, Sections P2503.7 or P2902 of the 2021 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, shall be installed in accordance with subsections (1) through (9) below. The clearance standards set forth in subsections (1) through (9), below, shall apply to all assemblies installed in enclosures and meter boxes.

(1) Backflow prevention assemblies that are larger than four inches and installed more than five feet above floor level must have a suitable platform for use by testing or maintenance personnel.

(2) All backflow prevention assemblies installed eight feet or higher above floor level must have installed a suitable permanent ladder for use by testing or maintenance personnel.

(3) All backflow prevention assembly enclosures shall be designed for ready access and sized to allow for the minimum clearance as established in this article. Removable protective enclosures may be installed on smaller assemblies.

(4) Reduced pressure zone assemblies two inches and smaller shall have at least a six-inch clearance on both ends and on top of the assembly. Additionally, there shall be twelve inches of clearance below the relief valve and twelve inches of clearance on the test cock side of the assembly. All assemblies larger than two inches shall have a minimum of twelve inches of clearance on the back side, twenty-four inches of clearance on the test cock side, and the relief valve opening shall be at least twelve inches plus nominal size of assembly above the floor or highest possible water level.

(5) Double check valve assemblies larger than two inches may be installed above finished grade in a freeze-proof enclosure or below grade in a vault. If assembly is installed below grade, the test cocks must be plugged with corrosion resistant watertight plugs, and shall be no less than twelve inches below grade with a minimum of twelve inches clearance below the backflow assembly device. There shall be at least a six-inch clearance on both ends of the assembly with a minimum clearance of twelve inches on the back side and twenty-four inches on the test cock side. The top of the vault shall be two inches above ground level. Double check valve assemblies shall be installed so that the checks are horizontal.

(6) Double check valve assemblies two inches and smaller may be installed above finished grade in a freeze-proof enclosure or below grade in a box. If assembly is installed below grade, the test cocks must be plugged with corrosion resistant watertight plugs, and shall be no less than twelve inches below grade with a minimum of twelve inches clearance below the backflow assembly device. There shall be at least a six-inch clearance on both ends of the assembly with a minimum clearance of twelve inches on the back side and twelve inches on the test cock side. The top of the box shall be two inches above ground level. Double check valve assemblies shall be installed so that the checks are horizontal.

(7) Bypass arrangements are prohibited. Pipe fittings which could reasonably be calculated to constitute a means by which a backflow assembly could be bypassed and defeated shall not be installed.

(8) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provision for the parallel installation of assemblies of the same type so that testing, repair and maintenance can be performed.

(9) All health hazard facilities shall have containment from the city's potable water system. For the purposes of this subsection, "containment" shall mean protection of the public water supply at the service connection.

§ 28.10.055 **Appeals.**

The mechanism for appeal from the provisions of this division, or from a decision of an administrative official enforcing same, shall be through the building board of appeals of the city in the same manner as set forth in Section **2.03.501** of this code. It is further provided that said board shall have no authority to waive, set aside or alter any provision of this division otherwise mandated by the laws of the state.

§ 28.10.056 **Violations.**

Violation of any provision of this division shall be deemed a misdemeanor punishable as provided in Section **1.01.004** of the Code of Ordinances of the city. Additionally, a violation of any provision of this division shall be deemed to be a nuisance as defined under Section **34.02.031** of the Code of Ordinances of the city. Notwithstanding the above, in the event a violation results in an imminent risk to human health, safety or welfare, the city may immediately discontinue water service to the subject facility without notice. Notwithstanding the right to immediately discontinue water service without notice, as described herein, the city will attempt to provide notice as is reasonably practical under the circumstances presented. The city will provide customer with necessary information to properly reinstate service.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

AI# 12278
Regular City Council Meeting 6. 3.
03/05/2024:

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.11 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Mechanical Code.

Item Summary

The International Mechanical Code is the City's adopted "model" mechanical code, and governs the installation, maintenance and repair of mechanical systems (heating, ventilation and air conditioning) within all buildings throughout the jurisdiction. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City to suit unique local conditions. The proposed ordinance updates the document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Mechanical Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.11 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL MECHANICAL CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Mechanical Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Article 28.11 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

ARTICLE 28.11 INTERNATIONAL MECHANICAL CODE

§ 28.11.001 **Adopted.**

The 2021 edition of the International Mechanical Code, as published by the International Code Council, Inc., as hereinafter amended, including appendix **A**, is hereby adopted as the mechanical code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the Mechanical Code in this chapter or to "this code" within this article shall mean and refer to the 2021 edition of the International Mechanical Code as amended herein. One copy of the 2021 International Mechanical Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.11.002 **Coordination of administrative provisions.**

The administrative provisions contained in chapter **28**, articles **28.01** through **28.08** of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of mechanical systems installation, these supplemental administrative provisions have been provided. Except as amended or supplemented within sections **28.11.002** and **28.11.003**, the entire text of chapter **1** of the 2021 International Mechanical Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within sections **28.11.002** and **28.11.003** and articles **28.01** through **28.08** of this Code of Ordinances, it is the intent that the more specific govern, as determined by the building official.

§ 28.11.003 **Supplemental administrative amendments.**

(a) Administrative amendments and cross-references to articles **28.01** through **28.08**. The following administrative provisions within chapter one of the International Mechanical Code are hereby stricken, and the corresponding provisions within articles **28.01** through **28.08** of this Code of Ordinances shall govern, as indicated in table 28.11.003 below:

TABLE 28.11.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Mechanical Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
109.6	Fee refunds	28.05.109
115.4	Violation penalties	28.02.006
116.1	Stop work orders	28.02.007
113	Means of appeal	2.03.495-2.03.501
114	Board of Appeals	2.03.491–2.03.494

§ 28.11.004 **Amendments.**

(a) Guards. Section 304.11 is hereby amended to read as follows:

304.11 Guards. Guards shall be provided where various components that require service and roof hatch openings are located within 10 feet (3048 mm) of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches (762 mm) above the floor, roof, or grade below. The guard shall extend not less than 30 inches (762 mm) beyond each end of components that require service. The top of the guard shall be located not less than 42 inches (1067 mm) above the elevated surface adjacent to the guard. The guard shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

Exceptions:

1. Guards are not required where permanent fall arrest/restraint anchorage connector devices that comply with ANSI/ASSE Z 359.1 are affixed for use during the entire lifetime of the roof covering. The devices shall be re-evaluated for possible replacement when the entire roof covering is replaced.

The devices shall be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and placed not less than 10 feet (3048 mm) from roof edges and the open sides of walking surfaces.

2. Guards are not required to be installed upon replacement of legally-installed pre-existing rooftop appliances and equipment within existing rough openings that would otherwise be subject to Section 304.11, provided that a fall hazard warning sign is affixed to the service access side of the equipment.

(b) Sloped roofs. Section 306.5.1 is hereby amended to read as follows:

306.5.1 Sloped roofs. Where *appliances, equipment,* fans or other components that require service are installed on a roof having a slope of six units vertical in 12 units horizontal (50 percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the *appliance* or *equipment* to which access is required for service, repair or maintenance. The platform shall not be less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches above the platform, shall be constructed so as to prevent the passage of a 21-inch diameter sphere and shall comply with the loading requirements for guards specified in the *International Building Code*. Access shall not require walking on roofs having a slope greater than 6 units vertical in 12 units horizontal (50 percent slope). Where access involves obstructions greater than 30 inches in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairways installed in accordance with the requirements specified in the *International Building Code* in the path of travel to and from *appliances*, fans or *equipment* requiring service.

(c) Drain piping materials and sizing. Section 307.2.2 is hereby amended to read as follows:

307.2.2 Drain piping materials and sizing. Components of the condensate disposal system shall be ABS, cast-iron, copper and copper-alloy, CPVC, cross-linked polyethylene, galvanized steel, PE-RT, polyethylene, polypropylene, PVC, or PVDF piping or tubing. Components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of Chapter 7 of the *International Plumbing Code* relative to the material type. Condensate waste and drain line shall not be less than ¾ inch (19.1mm) pipe size. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2. Piping that is reduced in size from the drain pan connection to a size that is in accordance with Table 307.2.2 must use eccentric fittings for the size reduction in horizontal piping. If the size reduction occurs in vertical piping concentric fittings may be used.

(d) Auxiliary and secondary drain systems. Section 307.2.3 is hereby amended to read as

follows:

307.2.3 Auxiliary and secondary drain systems. In addition to the requirements of Section 307.2.1, where damage to any building components could occur as a result of overflow from the *equipment* primary condensate removal system, one of the following auxiliary protection methods shall be provided for each cooling coil or fuel-fired *appliance* that produces condensate:

1. An auxiliary drain pan with a separate drain shall be provided under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1-1/2 inches (38 mm), shall be not less than 3 inches (76 mm) larger than the unit, or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Galvanized sheet steel pans shall have a minimum thickness of not less than 0.0236 inch (0.6010 mm) (No. 24 gage). Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).

2. A separate overflow drain line shall be connected to the drain pan provided with the *equipment*. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.

3. An auxiliary drain pan without a separate drain line shall be provided under the coils on which condensate will occur. Such pan shall be equipped with a water-level detection device conforming to UL 508 that will shut off the *equipment* served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

(e) Ductless mini-split system traps. Section 307.2.4.1 is hereby deleted in its entirety.

(f) Ventilation required. Section 401.2 is hereby amended to read as follows:

401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403.

(g) Local Exhaust. Section 403.3.2.3 is hereby amended to read as follows:

403.3.2.3 Local exhaust. Local exhaust systems shall be provided in kitchens, bathrooms and toilet rooms and shall have the capacity to exhaust the minimum airflow rate determined in accordance with Table 403.3.2.3.

TABLE 403.3.2.3

MINIMUM REQUIRED LOCAL EXHAUST RATES

FOR GROUP R-2, R-3, AND R-4 OCCUPANCIES

AREA TO BE EXHAUSTED	EXHAUST RATE CAPACITY
Kitchens	100 cfm intermittent or 25 cfm continuous
Bathrooms & toilet rooms	50 cfm intermittent or 20 cfm continuous

Exception: The normal operation of bathroom and toilet room exhaust fans, as well as kitchen range hood fans shall be considered adequate to satisfy the intermittent exhaust rate requirements without the addition of additional exhaust fans.

(h) Exhaust installation. Section 504.4 is hereby amended to read as follows:

504.4 Exhaust installation. Dryer exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a back draft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the exhaust flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or *chimney*. Clothes dryer exhaust ducts shall not extend into or through ducts or *plenums*.

Exception: Back draft dampers shall not be required for vertical duct penetrations through roofs.

(i) Length identification. Section 504.9.5 is hereby amended to read as follows:

504.9.5. Length identification. Where the exhaust duct is concealed within the building construction and exceeds a total developed length of 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. The label or tag shall be located within 6 feet of the exhaust duct connection.

(j) Common exhaust systems for clothes dryers in multi-story structures. Section 504.11 is hereby amended to read as follows:

504.11. Common exhaust systems for clothes dryers located in multi-story structures. Where a common multistory duct system is designed and installed to convey exhaust from multiple clothes dryers, the construction of the system shall be in accordance with all of the following:

1. The shaft in which the duct is installed shall be constructed and fire-resistance rated as required by the *International Building Code*.

2. Dampers shall be prohibited in the exhaust duct. Penetrations of the shaft and ductwork shall be protected in accordance with Section 607.5.5, Exception 2.

3. Rigid metal ductwork shall be installed within the shaft to convey the exhaust. The ductwork shall be constructed of sheet steel having a minimum thickness of 0.0187 inch (No. 26 gage) and in accordance with SMACNA Duct Construction Standards.

4. The ductwork within the shaft shall be designed and installed without offsets.

5. The exhaust fan motor design shall be in accordance with Section 503.2.

6. The exhaust fan motor shall be located outside of the airstream.

7. The exhaust fan shall run continuously.

8. Exhaust fan operation shall be monitored in an *approved* location and shall initiate an audible or visual signal when the fan is not in operation.

9. *Makeup* air shall be provided for the exhaust system.

10. A cleanout opening shall be located at the base of the shaft to proved *access* to the duct to allow for cleaning and inspection. The finished opening shall be not less than 12 inches by 12 inches.

11. Screens shall not be installed at the termination.

12. The common multi story duct system shall serve only clothes dryers and shall be independent of other exhaust systems.

(k) Return air openings. Section 601.5 is hereby amended to read as follows:

601.5 Return air openings. Return air openings for heating, ventilation and air-conditioning systems shall comply with all of the following:

1. Openings shall not be located less than 10 feet (3048 mm) measured in any direction from an open combustion chamber or draft hood of another *appliance* located in the same room or space.

2. Return air shall not be taken from a hazardous or insanitary location or a refrigeration room as defined in this code.

3. The amount of return air taken from any room or space shall be not greater than the flow rate of supply air delivered to such room or space, except as necessary

to make up air from a space on a common system where drawing return air is prohibited.

4. Return and transfer openings shall be sized in accordance with the *appliance* or *equipment* manufacturer's installation instructions, ACCA Manual D or the design of the registered design professional.

5. Return air taken from one *dwelling unit* shall not be discharged into another *dwelling unit*.

6. Taking return air from a crawl space shall not be accomplished through a direct connection to the return side of a forced air furnace. Transfer openings in the crawl space enclosure shall not be prohibited.

7. Return air shall not be taken from a closet, bathroom, toilet room, kitchen, garage, boiler room, furnace room or unconditioned attic.

8. Return air shall not be taken from indoor swimming pool enclosures and associated deck areas.

Exceptions:

1. Where the air from such spaces is dehumidified in accordance with Section 403.2.1, Item 2.

2. Dedicated HVAC systems serving only such places.

Exceptions:

1. Taking return air from a kitchen is not prohibited where such return air openings serve the kitchen and are located not less than 10 feet (3048mm) from the cooking *appliances*.

2. Taking return air from a kitchen is not prohibited in a *dwelling unit* where the kitchen and living spaces are in a single room and the cooking *appliance* is electric and located not less than 5 feet (1524mm) in any direction from the return air intake opening.

3. Dedicated forced air systems serving only the garage shall not be prohibited from obtaining return air from the garage.

(l) Access port protection. Section 1102.3 is hereby deleted in its entirety.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

AI# 12279
Regular City Council Meeting
03/05/2024:

6. 4.

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.12 of the City of Lubbock Code of Ordinances with adoption of the 2020 National Electrical Code.

Item Summary

The National Electrical Code is the City's adopted model electrical code, and governs the construction, installation, maintenance and repair of electrical wiring, equipment and systems within all buildings and premises throughout the jurisdiction. The Code is promulgated by the National Fire Protection Association, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City to suit unique local conditions. The proposed ordinance updates the document from the 2014 edition to the 2020 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2020 National Electrical Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.12 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2020 NATIONAL ELECTRICAL CODE (NFPA 70) AND PROVIDING FOR CERTAIN TECHNICAL AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; ADJUSTING PERMIT AND LICENSE FEES; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by adopting the 2020 National Electrical Code (NFPA 70), including certain amendments to meet local conditions; and

WHEREAS, it is reasonable and proper to adjust permit fees for electrical work to reflect that which has been adopted in the annual operating budget; **NOW THEREFORE:**

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

SECTION 1. THAT Article 28.12 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.12
NATIONAL ELECTRICAL CODE

Division 1
Generally

§ 28.12.001 **Adopted.**

The publication entitled "National Electrical Code", 2020 edition (NFPA 70), published by the National Fire Protection Association, a copy of which, authenticated by the signature of the building official, shall be filed with the city secretary as a public record, is hereby adopted as a part of this code as if fully copied herein in detail, except as modified by the provisions of section 28.12.007 of this article. In the event of a conflict with any provision of the "National Electrical Code" and the Code of Ordinances, the Code of Ordinances shall govern. References in this code to the "National Electrical Code" or the "N.E.C." shall mean and refer to the 2020 edition.

§ 28.12.002 **Definitions.**

As used in this article and in article **28.13**, the following terms shall have the meanings ascribed to them as hereinafter set forth:

Board. Any reference to the "board" shall mean and refer to the City of Lubbock

Building Board of Appeals as established in article **2.03**, division 14 of this code.

Building Official. The duly appointed person who holds the position of building official of the City of Lubbock.

Inspector. The building official or his designated representative, qualified in electrical code inspections who shall have the duty of inspecting any and all electrical work for code compliance.

Job Site. The specific premises or installation described in the electrical permit under which electrical work is being performed.

N.E.C. The National Electrical Code as adopted by the City of Lubbock, compiled by the National Fire Protection Association.

N.F.P.A. The National Fire Protection Association.

Signs. Any physical device, panel or installation attached to or located on a building, premises or structure, used to display any message or communicate any thought or idea and which uses electrical current for its intended operation.

Window Sign. Any tubing containing neon gas located or installed on the inside of any window used to display any message or communicate any thought or idea and which uses electrical current for its intended operation.

§ 28.12.003 **Construction against implicit repeal.**

This article being a general ordinance intended as a unified coverage of its subject matter, no part of it shall be deemed to be impliedly repealed by subsequent ordinances if such construction can reasonably be avoided.

§ 28.12.004 **Identification cards.**

The building official or his designated representative shall have identification cards in their possession at all times when engaged in the enforcement of this code. Identification cards shall be shown upon the request of any person at the job site to be inspected.

§ 28.12.005 **Conflict of interest.**

No person discharging the duties of inspector under this code shall be an employer or employee of or have any pecuniary interest, direct or indirect, in any business, firm, company or association engaged in any phase of electrical work within the City of Lubbock.

§ 28.12.006 **Scope.**

All electrical work installed within the city shall be installed in conformity with the provisions of this code and it is hereby declared to be unlawful for any person, firm or corporation to install any electrical work in violation of the provisions of this code and the National Electrical Code as adopted.

§ 28.12. 007 **Amendments.**

(a) Branch Circuits Required - Dwelling Units. Article 210.11(C)(1) is hereby amended to read as follows:

(C) Dwelling Units.

(1) Small-Appliance Branch Circuits. In addition to the number of branch circuits required by other parts of this section, three or more 20-ampere small-appliance branch circuits shall be provided for all receptacle outlets specified by 210.52(B).

(b) Arc-Fault Circuit-Interrupter Protection – Dwelling Units. Article 210.12(A) is hereby amended by adding an exception as follows:

Exception: A 20-amp circuit supplying a single (simplex) receptacle outlet for a refrigerator in a kitchen shall not require AFCI protection.

(c) Commercial Office Space Receptacle Outlets. Article 210 Part III is hereby amended by adding Article 210.51 to read as follows:

210.51 Commercial Office Space Receptacle Outlets. Office spaces classified as Group "B"-Business by the Building Code shall be provided with a minimum of four (4) duplex convenience receptacle outlets per office, and/or shall be provided with a duplex convenience outlet for each twelve linear feet of usable wall space, with no point along such wall further than 6 feet from an outlet. Floor outlets further than two feet from a wall shall not be counted towards meeting this requirement. In no case shall more than seven (7) duplex convenience outlets be installed on one 20 amp circuit.

(d) Dwelling Unit Receptacle Outlets - Small Appliances. Article 210.52 (B)(1)-(3) is hereby amended to read as follows:

(B) Small Appliances.

(1) Receptacle Outlets Served. In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the three or more 20-ampere small-appliance branch circuits required by 210.11(C)(1) shall serve all countertop outlets covered by 210.52(C) only and shall exclude outlet for refrigeration

equipment.

Exception No. 1: In addition to the required receptacles specified by 210.52, switched receptacles supplied from a general-purpose 20-ampere branch circuit as required in 210.70(A)(1), Exception No. 1, shall be permitted.

Exception No. 2: In addition to the required receptacles specified by 210.52, a receptacle outlet to serve a specific appliance shall be permitted to be supplied from an individual branch circuit rated 20 amperes or greater.

(2) No Other Outlets. The three or more small-appliance branch circuits specified in 210.52(B)(1) shall have no other outlets.

Exception No. 1: A receptacle installed solely for the electrical supply to and support of an electric clock in any of the rooms specified in 210.52(B)(1).

Exception No. 2: Receptacles installed to provide power for supplemental equipment and lighting on gas-fired ranges, ovens, or counter-mounted cooking units.

(3) Kitchen Receptacle Requirements. Receptacles installed in a kitchen to serve countertop surfaces shall be supplied by not fewer than three small-appliance branch circuits, either or both of which shall also be permitted to supply receptacle outlets in the same kitchen and in other rooms specified in 210.52(B)(1). Additional small-appliance branch circuits shall be permitted to supply receptacle outlets in the kitchen and other rooms specified in 210.52(B)(1). No small-appliance branch circuit shall serve more than one kitchen.

(e) Island and Peninsular Countertops and Work Surfaces. Article 210.52 (C)(2)(a) is hereby amended to read as follows:

210.52(C)(2)(a) Island and Peninsular Countertops and Work Surfaces. At least one receptacle outlet shall be provided for the first 0.84 m^2 (9 ft^2) of the countertop of work surface. A receptacle outlet shall be provided for every additional 1.7m^2 (18 ft^2) of the countertop or work surface.

(f) Branch Circuit Load Calculations. Article 220.10 is hereby amended to read as follows:

220.10 General. Branch-circuit loads shall be calculated as shown in 220.12, 220.14, and 220.16. Additionally, in dwelling units, 20-amp lighting and receptacle loads, other than the three required small appliance circuits

specified in 210.11 (C)(1), shall be equally divided on twenty (20)-amp branch circuits.

(g) Receptacle Outlets. Article 220.14(I) is hereby amended to read as follows:

(I) Receptacle Outlets. Except as covered in 220.14(J) and (K), receptacle outlets shall be calculated at not less than 180 volt-amperes for each single or for each multiple receptacle on one yoke. A single piece of equipment consisting of a multiple receptacle comprised of four or more receptacles shall be calculated at not less than 90 volt-amperes per receptacle. This provision shall not be applicable to the receptacle outlets specified in 210.11(C)(1) and (C)(2). In no case shall more than seven (7) duplex receptacles be installed on a single 20-amp circuit in commercial occupancies.

(h) Non-Residential Buildings with multiple services served by underground service laterals. Article 230.2 is hereby amended by adding a new subsection (F), as follows:

(F) Non-Residential Buildings with multiple services served by underground service laterals. For every non-residential building where multiple services are authorized and are supplied by underground service laterals, there shall be a designated metering/service location at the rear of such building on the exterior wall. There shall be no point along this wall more than seventy-five (75) linear feet from a metering/service location. No utility service point shall be closer than one hundred fifty (150) feet from another utility service point unless otherwise approved. The arrangement and installation of the conductors and equipment shall be as provided for in Article 230.69.

(i) Point of Attachment. Article 230.26 is hereby amended to read as follows:

230.26 Point of Attachment.

(A) The point of attachment of the service-drop conductors to a building or other structure shall provide the minimum clearances as specified in 230.9 and 230.24. In no case shall this point of attachment be less than 3.0 m (10 ft.) above finished grade.

(B) The point of attachment of overhead service drops on a residence or building shall be on the rear of the building (alley side), or at a point agreed upon by the authority having jurisdiction and the serving utility.

(j) Service Masts as Supports. Article 230.28 is hereby amended to read as follows:

230.28 Service Masts as Supports. Only power service-drop or overhead service conductors shall be permitted to be attached to a service mast. Service masts used for the support of service drop or overhead service conductors shall be installed in accordance with the 230.28(A) and (B)

(A) Strength. The Service mast shall be adequate strength or be supported by braces or guys to withstand safely the strain imposed by the service-drop or overhead service conductors. Hubs intended for use with conduit that serves as a service mast shall be identified for use with service-entrance equipment. Where raceway-type service masts are utilized, masts shall consist of rigid metallic conduit (RMC) or intermediate metallic conduit (IMC) not less than 2-inch trade size.

(B) Attachment. Service-drop or overhead service conductors shall not be attached to a service mast between a weatherhead or the end of the conduit and a coupling, where the coupling is located above the last point of securement to the building or other structure or is located above the building or other structure. The point of attachment of the service cable shall be no less than twenty-four (24) inches above the roof.

(k) Number of Service-Entrance Conductor Sets. Article 230.40, Exception No. 1, is hereby amended to read as follows:

Exception No. 1: A building with more than one occupancy shall be permitted to have one set of service-entrance conductors for each service, as defined in 230.2, run to each occupancy or group of occupancies. If the number of service disconnect locations for any given classification of service does not exceed six, the requirements of 230.2 (E) and Article 230.69 shall apply at each location. If the number of service disconnect locations exceeds six for any given supply classification, all service disconnect locations for all supply characteristics, together with any branch circuit or feeder supply sources, if applicable, shall be clearly described using suitable graphics or text, or both, on one or more plagues located in an approved, readily accessible location(s) on the building or structure served as near as practicable to the point(s) of attachment or entry(ies) for each service drop or service lateral and for each set of overhead or underground service conductors.

(l) Service Equipment - General. Article 230 Part V is hereby amended by adding Article 230.68 to read as follows:

230.68 Meter Installation.

(A) Each meter socket installation shall be on the outside of the building, residence or other structure and shall be mounted not more than six (6) feet nor less than five (5) feet above the level of the standing space

measured to the center of the meter face, except when the device or area for mounting the meter base is provided by the serving utility or otherwise approved by the authority having jurisdiction and/or servicing utility.

(B) Multi-meter bases of two (2) or more meters at any one location shall have a marking of a permanent type to identify the unit and /or space served. Lettering shall no less than one-eight of an inch, clearly visible while facing meterbase. Marking shall be done in a manner that does not allow for weather fading and/or accidental damage or removal without extensive work. Stamping is permitted.

(m) Non-Residential Buildings with multiple services served by underground service laterals. Article 230 Part V is hereby amended by adding a new Article 230.69 to read as follows:

Article 230.69. Non-Residential Buildings with multiple services served by underground service laterals. Non-Residential Buildings with multiple services served by underground service laterals shall have all services configured in accordance with 230.69 (1) through (6).

(1) Taps and service connections, less than 600 amperes. Services rated less than 600A can consist of gutters, wire-way, or wire-trough with a minimum size of ten (10) inch x ten (10) inch x seventy-two (72) inch or as determined by NFPA 70, whichever is greater to contain the service conductors to supply the meter bases and service disconnects at each metering location. Conductors shall be required to traverse the entire length of the wire-way and shall be terminated on an approved termination lug or block. Termination point shall be service rated.

(2) Taps and service connections, 600 amperes or greater. Services rated 600 amperes or greater shall have a tap box specifically manufactured with UL listing for the purpose of tapping service conductors at each meter location. It shall possess the full current rating of service and be sized to accommodate bending radius of conductors. Tap box shall be manufactured with correct lug configuration to accommodate the appropriate phases, voltage, conductor size, conductor material, and number of service conductors possible or designed. Enclosure shall be manufactured as suitable for wet location, shall be lockable, and corrosion resistant. In addition to tap box requirements, services rated 600 amperes or greater may consist of gutters, wire-ways, or wire trough with a minimum size of ten (10) inch x ten (10) inch x seventy-two (72) inch or as determined by NFPA70, whichever is greater to contain service conductors to supply the meter bases and service disconnects at each meter location.

(3) Conductors and raceways. The contractor shall provide service conductors and raceways from the tap-box, wire-way or wire-trough to the point of connection of the serving utility. There shall be one additional four-inch conduit provided from each point of connection of the serving utility or a terminal junction box adjacent to the metering location. The contractor shall provide an acceptable means for at least six (6) meter taps from the service feed brought to each point of service connection.

(4) Sizing of service entrance conductors and equipment. If the actual load of the building is not known, an assumed load of twenty (20) volt-amperes per square foot shall be used to size the service conductors.

(5) Phase-matching and balancing of load. All service taps which connect to the building service shall match the phasing of the building service. Service taps connecting to a 3-phase 4-wire building service shall be 3-phase and 4-wire taps. Service taps shall be load balanced before a final inspection is granted and the system shall be balanced back to the building service.

(6) Method of grounding services. Multi-meter services shall be grounded at the service connection point in the wire way and all service taps shall be grounded to that point. The grounding conductor shall be sized according to the requirements of Article 250 for the service size.

(n) Grounding Electrode System. Article 250.50 is hereby amended to read as follows:

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52 (A)(4) through (A)(8) shall be installed and used. In new construction, or in any building reconstruction or addition involving the new construction of a concrete foundation containing reinforcing steel that complies with the requirements of Article 250.52(A)(3), a concrete encased electrode shall be provided as part of the grounding electrode system. Where a concrete encased electrode or metallic water piping is used, a supplemental electrode complying with 250.52 (A)(5) shall be provided.

Exception: Concrete-encased electrodes of existing buildings or structures shall not be required to be part of the grounding electrode system where the steel reinforcing bars or rods are not accessible for use without disturbing the concrete.

(o) Minimum Size of Conductors. Article 310.3(A) is hereby amended to read as follows:

310.3(A) Minimum Size of Conductors. The minimum size of conductors for voltage rating up to and including 2000 volts shall be 12 AWG copper or 10 AWG copper-clad aluminum except as permitted elsewhere in NFPA 70 as adopted.

Exceptions:

(1) Pendant and portable cords.

(2) Fixture wire.

(3) No. 14 AWG copper or 12 AWG copper-clad aluminum may be used for individual fixture leads at an outlet box.

(4) No. 14 AWG copper or 12 AWG copper-clad aluminum may be used for control circuits operating contactors or relays of a size that cannot exceed the load requirements of the control circuit.

(5) Wiring for systems covered under Article 700 (Emergency Systems).

(6) Wiring for systems covered under Article 600 (Electrical Signs).

(7) No. 14 AWG copper or 12 AWG copper-clad aluminum may be used for the wiring of switch legs in residential occupancies where provided with appropriate over current device and calculated switch leg load does not exceed 15 amperes.

(8) Notwithstanding exceptions (1)-(7) above, where permitted elsewhere in NFPA 70 as adopted.

(p) Conductor Material. Article 310.3(B) is hereby amended to read as follows:

(B) Conductor Material. Conductors in this article shall be of aluminum, copper-clad aluminum, or copper unless otherwise specified. Solid aluminum conductors 8, 10, and 12 AWG shall be made of an AA-8000 series electrical grade aluminum alloy conductor material. Stranded Aluminum conductors 8 AWG through 1000 kcmil marked as Type RFF, RHW, XHHW, THW, THHW, THWN, THHM, THHN, service-entrance Type SE Style U, and SE Style R shall be made of an AA-8000 series electrical grade aluminum alloy conductor material. Aluminum conductors shall be terminated properly with

lugs or termination rated for use with conductor material and installed in accordance with NFPA 70B with proper tools for torque. Such conductors may also be used as branch circuit wiring in commercial and industrial applications in No. 4 AWG or larger wire sizes, subject to further conditions outlined herein.

Exceptions:

(1) No aluminum conductors shall be installed on any branch circuits.

(2) No aluminum conductors shall be installed on any grounding systems.

(q) Source of Supply. Article 408.4(B) is hereby amended to read as follows:

408.4(B) Source of Supply. All switchboards, switchgear and panelboards supplied by a feeder(s) in other than one- or two-family dwellings shall be permanently marked to indicate each device or equipment where the power originates unless located (same room) and arranged so that source is evident. The label shall be permanently affixed, of sufficient durability to withstand the environment involved, and not handwritten.

(r) Panelboard Overcurrent Device Capacity. Article 408 Part III is hereby amended by adding article 408.35 to read as follows:

408.35. Panelboard Spare Circuit Capacity. Panelboards serving dwelling units shall be provided with capacity for two additional 120-volt branch circuits and shall be provided with a spare raceway of not less than 3/4" trade size installed from the panel to an accessible crawl space in the attic, under the floor, or to the outside of the house where there is no accessible attic or crawl space.

§ 28.12.008 **Interpretations; appeals.**

(a) It shall be the duty of the building official to interpret the provisions of this code as may be necessary to administer and enforce the provisions hereof.

(b) Any person or persons, jointly or severally, who may be aggrieved by the interpretation of the code rendered by the building official may appeal the decision of the building official to the board.

(c) Any person or persons seeking to appeal the decision of the building official rendered in accordance with this section shall comply with the following requirements:

(1) Written notice of the appeal must be made to the board within five (5)

days of the date on which the building official rendered his decision.

(2) The appeal must clearly set forth the decision of the building official, together with the position of the person taking the appeal to the board.

(3) The person seeking the appeal must set forth his reasons in support of his position, together with any evidence he may have in support of his position.

(4) The written appeal shall be filed with the secretary of the board and a copy delivered to the building official.

(5) The building official shall have a period of five (5) days from receipt of the appeal to file a response thereto with the board.

(6) In cases of emergency to life or property, which emergency shall be specifically set forth in the written appeal filed with the board, the board shall render a decision on such appeal within twenty-four (24) hours from the time said appeal is filed with the board. The board shall determine in any such case whether or not a true emergency exists and its decision in this regard shall be final.

(7) In every case to be heard by the board on an emergency basis the building official shall be present and be allowed to present his position to the board.

(8) The decision of the board on any appeal taken under this section shall be final and binding.

§ 28.12.009 **Interference with entry of inspector; concealment of wiring, etc.**

(a) Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the building official or inspector has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the building official or inspector may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official or inspector by this code, provided that if such building or premises be occupied, he shall first present proper credentials and request entry; and if such building or premises be unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the building official or inspector shall have recourse to every remedy provided by law to secure entry.

(b) Compliance. When the building official or inspector shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry,

no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official or inspector for the purpose of inspection and examination pursuant to this code.

§ 28.12.010 **Violation; notification.**

When the building official or inspector observes or if it comes to his attention that any electrical work is installed contrary to or in violation of the provisions of this code, it shall be his duty to immediately notify the licensed electrical contractor, or the owner or occupant of the premises to immediately correct such installation or cease work on the entire installation until the violation is corrected.

§ 28.12.011 **Premises involved in fire; reinstatement of service.**

(a) In every case where the chief of the fire department of the City of Lubbock or its fire marshal determines that a fire originated due to any of the following causes:

(1) Faulty electrical wiring;

(2) Overloading of electrical equipment;

(3) Unauthorized electrical installation; or

(4) If a fire originating from any cause results in damage to an electrical system it shall be the duty of the fire chief or fire marshal to have the premises involved fully inspected by the building official.

(b) In every case where the building official finds that a fire has caused damage to an electrical system or finds that a fire has originated for any of the reasons set forth in this section, no electrical service shall be reinstalled or reconnected to the property by any licensed electrical contractor or by the owner of such property or any other person until such time as such system has been repaired in compliance with this code. All inadequate, substandard or hazardous electrical conditions shall be repaired to meet present code requirements and be approved by the building official.

(c) Notwithstanding the provisions of subsections **(a)** and **(b)** of this section, the building official may approve temporary electrical service necessary to complete repairs or reconstruction of the property in question.

§ 28.12.012 **Improperly installed or defective equipment.**

(a) In the event any part of any electrical equipment or wiring in or about any building, facility, installation, premises or lot within the City of Lubbock is found to have been installed or connected in violation of the provisions of

this code, it shall be the duty of the building official or inspector to notify in writing the owner of the premises, or the tenant of the premises, or the person in possession of the premises to immediately cease using electrical current in any such violation identified by the building official or inspector.

(b) In the event any part of any electrical equipment or wiring in or about any building, facility, installation, premises or lot within the city is found to have fallen into a state of disrepair which would render the use of such electrical equipment dangerous to life or property, it shall be the duty of the building official or inspector to notify in writing the owner of the premises, or the tenant of the premises, or the person in possession of the premises to immediately cease using electrical current in any such violation or condition identified by the building official or inspector.

(c) The written notice required in this section shall state the following:

(1) The date that the inspection was made by the building official or inspector where violations of this code or conditions dangerous to life or property were found.

(2) The section or sections of the code which the inspection reveals have been violated.

(3) In the case of conditions dangerous to life or property, a brief description of said conditions.

(4) A specified time, not to exceed ten (10) days from the date of the written notice, to correct all code violations identified or to correct all conditions identified as dangerous to life or property.

(5) A statement advising the owner, tenant or person in control and possession of the building, facility, installation, premises or lot that, if there are any persons using the area in question who require electrical service for life support, that it is the duty of the person receiving this notice to immediately and without failure notify the building official of such fact.

(d) In the event that the owner, tenant or person in possession of the premises identified in the above written notice fails to take action necessary to correct any and all code violations or conditions dangerous to life or property within the time specified in the written notice, the building official or inspector shall take the following action:

(1) The building official or inspector shall serve upon the owner, tenant or person in possession of the property an order to cease use of the property, facility, installation, premises or lot until such time as proof is presented to the building official that all defects have been

corrected and such work is verified by inspection; or

(2) In every case where the violation of this code found to exist is of such a nature as to cause immediate danger to life or property, the building official shall issue an order to the public utility supplying such power to immediately terminate such electrical service until such time as all code violations are corrected.

(3) In the event that the owner, tenant or person in possession of the building, facility, installation, premises or lot fails to comply with an order of the building official issued under subsection **(1)** above set forth within three (3) days of receipt of said order, then in such event the building official shall issue his order as provided in subsection **(2)** above set forth to the public utility providing the electrical services.

(4) Notwithstanding any provision set forth in subsections **(1)** through **(3)** above, when the building official has been notified by the owner, tenant or person in possession of the building, facility, installation, premises or lot that there is a person residing within any of the foregoing structures or areas who requires electrical service for life support, the building official is authorized to take one or all of the following courses of action:

(A) Notify the owner, tenant or person in possession of the structure or area described above to immediately make arrangement to provide an alternative location for the person involved.

(B) Withhold taking action to terminate electrical service for a reasonable period of time not to exceed ten (10) days.

(C) To terminate all electrical service not necessary for the life support of the person or persons involved.

(D) To request the city attorney to seek a proper court order requiring the relocation of the person or persons involved.

§ 28.12.013 **Liability for defective work.**

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, controlling or installing any electrical wiring connections, fixtures, appliances, apparatus, machinery, equipment or work, inside or outside, overhead or underground in the city, for damages to any person injured by defects therein, nor shall the city be held as assuming any liability by reason of the inspection authorized by this code or certificate or permit issued as provided for and regulated.

§ 28.12.014 **through § 28.12.140. (Reserved)**

Division 2
Permit

§ 28.12.141 **Required.**

(a) It shall be unlawful for any person to undertake any electrical work within the city without having obtained a permit authorizing the person to undertake said work.

(b) There shall only be one electrical permit issued or outstanding at the same time for any electrical work undertaken at any job site within the City of Lubbock, except the building official shall be authorized to issue two (2) or more permits for a job site in cases where the electrical work to be undertaken at a job site is to be done in separate phases and the licensed electrical contractor applying for the permit is to be responsible for one or more phases of the electrical work, but not the total work required for completion of the job.

(c) In all cases where a licensed electrical contractor has obtained a permit to undertake electrical work and the contractor is seeking to undertake less than the total electrical work at a job site, the following requirements apply:

(1) The licensed electrical contractor shall, prior to the issuance of such permit, supply to the building official drawings, diagrams or plans which show the exact scope of the work to be undertaken.

(2) The licensed electrical contractor shall be solely responsible for all electrical work to be undertaken by said contractor at the job site.

(3) The licensed electrical contractor who has obtained a permit to do electrical work at a job site when such work is a phase or part of the total work but less than the total work required at the job site shall do only such work at the job site authorized by his permit.

(4) In every case where there is more than one electrical permit issued for a job site within the city, where two (2) or more licensed electrical contractors are working on different parts or phases of the electrical work at such site, it shall be the joint responsibility of all such contractors so permitted to see that the individual work undertaken is compatible with all other electrical work undertaken at the job site and in conformity with the approved plans for the job and this code.

(5) In every case where two (2) or more licensed electrical contractors have performed phases of work at a job site the building official shall make one final electrical inspection at the job site which shall cover

all electrical work undertaken or done at the job site and shall not pass the work unless all electrical work undertaken at the job site is found to comply with the provisions of this code.

(d) The building official shall issue only one electrical permit per job site for the same or identical work with the following exceptions:

(1) Where the licensed electrical contractor has failed to complete the work and such fact is communicated by the general contractor; or

(2) Where the building official is notified in writing by the licensed electrical contractor that his contract for the electrical work is no longer in effect; or

(3) Where the building official has been notified in writing by the general contractor permitted at the job site that the licensed electrical contractor originally permitted to do the work at the job site has been replaced with a new contractor.

(e) In every case where the building official determines that a new permit will be issued the person requiring such permit shall pay the full fee therefor and no refund shall ever be made on the original permit issued.

(f) The building official is authorized to require any other type of evidence from the general contractor or the licensed electrical contractor which he deems necessary prior to the issuance of a new electrical permit.

(g) The issuance of a new permit under this section shall release the first permitted licensed electrical contractor of any responsibility for compliance with this code for work completed by said contractor and the new permitted licensed electrical contractor shall assume and become responsible for compliance with this code for the entire job site.

(h) The building official shall require the owner, general contractor or subcontractor or other interested person to execute an indemnity agreement agreeing to save harmless and defend the city and building official from any and all liability which may be alleged as a result of the issuance of a new electrical permit under this section and to require said agreement to be secured by bonds and insurance deemed appropriate unless a release is signed by all parties.

(i) The following types of permits for electrical work may be issued by the building official:

(1) General electrical permit. A general electrical permit shall only be issued to a licensed electrical contractor and shall authorize said contractor to perform any type of electrical work at a specific job site

for which his license qualifies.

(2) General electrical sign permit. A general electrical sign permit shall only be issued to a licensed electrical contractor to perform any type of electrical work at a specific job site for which his license qualifies.

(3) Homeowner's permit. A homeowner's electrical permit shall only be issued to a person who owns and resides in a single-family home and may be used by said homeowner to do electrical work on the premises used by the homeowner as his homestead residence.

§ 28.12.142 **When permit not required.**

(a) No permit shall be required for a licensed electrician or homeowner to undertake minor electrical work, which, by way of illustration and not limitation, is as follows:

(1) Repair flush and snap switches.

(2) Replacing fuses.

(3) Changing lamp sockets and receptacles.

(4) Replacing neon tubing in or on an existing sign erected in compliance with this code.

(5) Changing lamp or ballast.

(b) No permit or license shall be required to attach or repair electrical wiring or install service to electrical apparatus or equipment which is a part of a refrigeration, heating or air conditioning system or unit or any motor unit driving other equipment. Nothing in this subsection shall be construed as allowing any person to install new electrical wiring to or in a building or premises in order to install any of the equipment listed herein and this section shall be construed to allow a person to connect to existing wiring only.

(c) No permit shall be required, after original installation and inspection, to change an electrical fixture, repair or replace same unless the work will require a change in the size of the wiring supplying current to such fixture.

§ 28.12.143 **Application.**

Application forms for any type of electrical permit authorized by section **28.12.141(i)** shall be obtained from the building official and shall be fully completed by the individual seeking the permit and returned to the building official. The building official shall not issue the permit request if he finds any of the following:

(1) That the proposed electrical work does not comply with the provisions of this code.

(2) Plans and specifications for the work to be done under the requested permit are insufficient to allow the building official to determine if the work proposed to be done under the requested permit complies with this code.

(3) The individual is seeking a permit to perform electrical work which he is not qualified to perform under the license issued to such person.

(4) In the case of a homeowner's permit, the individual applying therefor is not the owner and resident of the premises for which the permit is sought.

(5) In the case of a homeowner's permit, the individual seeking the permit has failed to demonstrate a working knowledge of this code.

(6) The individual seeking the permit has failed to furnish the certificate of insurance required by section **28.12.077(b)** of this code, or if such insurance has been cancelled or reduced in coverage. This defect may be cured by compliance with the terms of section **28.12.077** of this code.

§ 28.12.144 **Plans and specifications required.**

(a) Two (2) sets of electrical plans and specifications shall be submitted to the building official prior to the issuance of a permit for electrical work in the following cases:

(1) All new construction for which a building permit is required in accordance with section **28.05.001** of this chapter.

(2) All alterations to existing buildings or structures for which a building permit is required in accordance with section **28.05.001** of this chapter.

(b) In addition to the foregoing the building official may require two (2) sets of electrical plans and specifications in all cases where, in the opinion of the building official, such plans and specifications are necessary for the building official to determine if the proposed electrical work to be undertaken, if a permit is issued, will comply with the provisions of this code.

(c) In every case where plans and specifications are required by this section, they shall contain the following information:

(1) The size of the feeders and subfeeders and their length when there are

more than four (4) branch circuits.

(2) All current connected device locations.

(3) All circuitry to panels.

(4) All panels and the service entrance must be sized on the plans.

(d) In addition to the requirements set forth in subsection **(c)** of this section, the building official may require the calculations for the plans prior to the issuance of a permit.

§ 28.12.145 **Ready-built homes.**

Where buildings are constructed in lumberyards or on premises other than where the building is on a permanent foundation, and where such building is to be moved into and located within the city limits, wiring installation shall be made by a licensed electrical contractor, in conformity with this code, and permits shall be applied for.

§ 28.12.146 **Issuance.**

(a) When the permit fee, as hereinafter established in this code, is paid and all other applicable provisions of this code are complied with, the building official shall issue the permit requested.

(b) The permit shall specify the following:

(1) The type of permit issued;

(2) The proposed work to be done;

(3) The location of the job site;

(4) The name and address of the licensed electrical contractor receiving the permit or, in the case of a homeowner, his name and address;

(5) The name and address of any company, firm, business, partnership or corporation with whom the licensed electrical contractor is an officer, employee or partner;

(6) The date of issuance and the signature of the building official;

(7) The signature of the licensed electrical contractor or homeowner receiving the permit and responsible for code compliance.

§ 28.12.147 **Emergency work necessitating new wiring.**

In case of an emergency necessitating immediate new wiring or repairs to electrical

wiring, at a time when the office of the building inspection department is closed, the work may be carried out without first obtaining a permit. Thereafter, a written application shall be submitted to the building inspection department for a permit during the next day that such office is open. Before the permit shall be issued, all requirements for its issuance must be complied with.

§ 28.12.148 **through § 28.12.200. (Reserved)**

Division 3
Inspections

§ 28.12.201 **Required.**

All electrical work for which a permit has been issued in accordance with the terms of this code shall be inspected by the building official for compliance with this code. The building official in discharging this duty shall make the following inspections:

(1) Rough-in inspection. The licensed electrical contractor or homeowner who has secured the permit for electrical work shall be responsible for notification to the building official that the electrical work is ready for a rough-in inspection at such time that all raceways, panelboard cabinets, service equipment, outlet boxes, junction boxes, conduit, conductors and conductor splices are installed and ready for visible inspection. The building official shall refuse to make any rough-in inspections in every case where the electrical work has been covered from view.

(2) Final inspection. The licensed electrical contractor or homeowner who has secured the permit for electrical work shall be responsible for notification to the building official that the electrical work is ready for a final inspection. Electrical work shall be considered ready for final inspection when such work has passed all prior inspections made by the building official or when such work has been corrected to comply with this code where a violation has been found to exist upon prior inspection and where the electrical work has been completed in accordance to plans and specifications by the licensed electrical contractor or homeowner who has secured the permit. The building official or his designated representative shall have the option of requiring the presence of the permitted licensed electrical contractor in charge of the work at any final inspection.

(3) Additional inspection. In addition to the inspections required to be made by the building official under subsections **(1)** and **(2)** of this section, said official is further required to make any and all additional inspections he shall deem necessary to insure that all electrical work undertaken or existing in the City of Lubbock is in compliance with

this code.

(4) Sign inspections. The licensed electrical contractor securing a permit for electrical work in connection with any sign to be installed within the city shall be responsible for notification to the building official that the electrical work, for which the permit is issued, is ready for inspection by said official. Electrical work necessary for installation or erection of a sign shall be considered ready for inspection when all work necessary for its installation or erection has been completed by the licensed electrical contractor holding the permit. The building official shall have the authority to require a sign to be opened or uncovered when necessary to complete the inspection required by this subsection.

§ 28.12.202 **Requests.**

(a) Every licensed electrical contractor or homeowner securing a permit under this code to undertake electrical work shall be responsible to notify the building official of any requested inspection. The building official shall complete such inspection within twenty-four (24) working hours after receipt of notice requesting such inspection.

(b) Request for inspection may be made in writing or by telephone and shall contain or specify the following information:

(1) The address where the work is located;

(2) The permit number if requested by the building official;

(3) The licensed electrical contractor's name and address or name of homeowner;

(4) The type of inspection requested.

§ 28.12.203 **Procedure for communicating results.**

(a) The building official after completing any inspection required or authorized by this code shall notify in writing, to the permit holder, the results of this inspection. The permit holder shall be deemed notified if the results are posted securely in a prominent place at the job site.

(b) If code violations have been observed, the notification shall clearly identify the nature of the violation and shall identify the location of the violation.

§ 28.12.204 **Clearance to electric utility company.**

No electric utility company furnishing electric service within the City of Lubbock

shall furnish electric service in any of the following cases until written authorization has been secured from the building official:

(1) No new service shall be furnished to any new building, structure, tent, installation, sign or outdoor lighting until authorization has been secured from the building official.

(2) Where electrical service has been terminated due to the alteration or repair of any building, structure, installation, sign, premises or outdoor lighting until authorization has been secured from the building official.

(3) Where electrical service has been terminated due to fire, windstorm, earthquake, explosion or any other similar disaster to any building, structure, installation, sign, premises or outdoor lighting until authorization has been secured from the building official.

(4) Where electrical service has been terminated due to unsafe electrical conditions existing at or in any building, structure, installation, sign, premises or outdoor lighting and the utility has been made aware of such fact by the building official, the utility will not provide electrical service in such cases until authorized in writing by the building official.

§ 28.12.205 **through § 28.12.300. (Reserved)**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

AI# 12280
Regular City Council Meeting
03/05/2024:

6. 5.

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.14 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Residential Code.

Item Summary

The International Residential Code is the City's adopted model residential construction code, and governs the construction of single family houses, two-family houses (duplexes), and buildings consisting of three or more townhouse units. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City of Lubbock to suit unique local conditions. The proposed ordinance updates the document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Residential Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.14 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Residential Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Article 28.14 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

ARTICLE 28.14
INTERNATIONAL RESIDENTIAL CODE

§ 28.14.001 **Adopted.**

The 2021 edition of the International Residential Code, as published by the International Code Council, Inc., as hereinafter amended, including appendices AA–AD, AG, AN, and AP, and appendices AE, AF, AH–AM, AO and AQ–AX is hereby adopted as the Residential Code for One- and Two-family Dwellings of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the residential code in this chapter shall mean the 2021 edition of the International Residential Code. One copy of the 2021 International Residential Code shall be filed with the city secretary and a copy shall be maintained in the office of the city *building official*. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.14.002 **Coordination of administrative provisions.**

The administrative provisions contained in Chapter **28**, Articles **28.01** through **28.08** of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of one- and two-family dwelling construction, these supplemental administrative provisions have been provided. Except as amended or supplemented within Sections **28.14.002** and **28.14.003**, the entire text of Chapter **1** of the 2021 International Residential Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within Sections **28.14.002** and **28.14.003** and Chapter **28**, Articles **28.01** through **28.08** of this Code of Ordinances, it is the intent that

the more specific govern, as determined by the *building official*.

§ 28.14.003 **Supplemental administrative amendments.**

(a) Administrative amendments and cross-references to articles **28.01** through **28.08**. The following administrative provisions within Chapter **1** of the International Residential Code are hereby stricken, and the corresponding provisions within articles **28.01** through **28.08** of this Code of Ordinances shall govern, as indicated in Table 28.14.003 below:

TABLE 28.14.003(a)

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Residential Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
R105.2	Work exempt from permit	28.05.019
R106.1 & R106.1.1	Submittal documents and information on construction documents	28.05.003, 28.05.004
R110	Certificate of occupancy	28.06.007
R112	Board of appeals	2.03.491 through 2.03.495
R113.4	Violation penalties	28.02.006
R114	Stop-work orders	28.02.007

(b) Schedule of permit fees. Section R108.2 is hereby amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, as established in the annual operating budget subsequent to review and adjustment by the city council pursuant to Section **1.03.004** of the Lubbock Code of Ordinances.

(c) Construction documents; specific submittal requirements. Section R106 is hereby amended to read as follows:

R106.1 Submittal documents. In addition to submittal requirements specified in Article 28.05, Division 1 of this code, the documents described in Sections

R106.1.1 through R106.1.5 of this code shall be submitted, as applicable.

R106.1.1 Manufacturer's installation instructions. Manufacturer's installation instructions, as required by this code, shall be available on the job site at the time of inspection.

R106.1.2 Information on braced wall design. For buildings and structures utilizing braced wall design, and where required by the *building official*, *braced wall lines* shall be identified on the *construction documents*. Pertinent information including, but not limited to, bracing methods location and length of *braced wall panels* and foundation requirements of *braced wall panels* at top and bottom shall be provided.

R106.1.3 Survey and flood certificate. At the time of application for a building permit for first-time construction of a building upon a lot previously undeveloped with buildings, and at other times as determined necessary by the *building official*, the applicant shall furnish a certificate, prepared by a licensed surveyor, attesting to having performed a recent survey of the subject lot, and having placed boundary line corner stakes thereon. The property owner or building contractor shall be responsible for boundary line corner stakes being in place at the time of the first inspection by the *building official*. Said certificate shall also state whether or not the subject lot lies within a special flood hazard area as determined by the latest FEMA flood insurance rate map (FIRM) for the City of Lubbock, in which case the applicant must also follow procedures under Section 39.05.009 of the Unified Development Code (UDC). In all cases where it may appear to the *building official* that the proposed improvements will encroach upon any easement or *public way*, or come within established building lines, or affect setback requirements under any ordinance, the *building official* is required to refer the application for permit to the city engineer and/or the city planner, as applicable, and secure their approvals before issuing a building *permit*.

R106.1.4 Information on storm shelters. *Construction documents* for *storm shelters* shall include the information required in ICC 500.

R106.1.5 Site plan or plot plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and *existing structures* on the *site*, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the *site* plan shall show construction to be demolished and the location and size of *existing structures* and construction that are to remain on the *site* or plot. The *building official* is authorized to waive or modify the requirement for a site plan where when the application for *permit* is for *alteration* or *repair* or where when otherwise warranted.

(d) Inspections. Section R109 is hereby amended to read as follows:

R109.1 Types of inspections. For on-site construction, from time to time the *building official*, upon notification from the *permit* holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the *permit* holder or his or her agent wherein the same fails to comply with this or other applicable codes and requirements.

R109.1.1 Foundation inspection. Inspection of the foundation shall be made after poles or piers are set or trenches or *basement* areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations.

R109.1.2 Plumbing, mechanical, gas and electrical systems inspection. Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or *appliances* are set or installed, and prior to framing inspection.

Exception: Ground-source heat pump loop systems tested in accordance with Section M2105.28 shall be permitted to be backfilled prior to inspection.

R109.1.3 Floodplain inspections. For construction in areas prone to flooding as established by Table R301.2, upon placement of the lowest floor, including *basement*, and prior to further vertical construction, the *building official* shall require submission of documentation, prepared and sealed by a *registered design professional*, of the elevation of the lowest floor, including *basement*, required in Section R322.

R109.1.4 Frame and masonry inspection. Inspection of framing and masonry construction shall be made after the roof, masonry; all framing, firestopping, draftstopping and bracing are in place and after the plumbing, mechanical and electrical rough inspections are *approved*.

R109.1.5 Other inspections. In addition to inspections in Sections R109.1.1 though R109.1.4, the *building official* shall have the authority to make or require any other inspections to ascertain compliance with this code and other laws enforced by the *building official*.

R109.1.5.1 Fire-resistance-rated construction inspection. Where fire-resistance-rated construction is required between *dwelling units* or due to location on property, the *building official* shall require an inspection of

such construction after lathing or gypsum board or gypsum panel products are in place, but before any plaster is applied, or before board or panel joints and fasteners are taped and finished.

R109.1.5.2. Reinforced masonry, insulating concrete form (ICF) and conventionally-formed or earth-formed concrete wall inspection. Reinforced masonry walls, insulating concrete form (ICF) walls and conventionally formed or earth formed concrete walls shall be inspected after plumbing, mechanical and electrical systems embedded within the walls, and reinforcing steel is in place and supported and prior to placement of grout or concrete. Inspection shall verify the correct size, location, embedment depth, clearances, spacing and lapping of reinforcing and other embedded items. For masonry walls, inspection shall also verify that the location of grout cleanouts and size of grout spaces comply with the requirements of this code, and that grout pour heights are not exceeded.

R109.1.6 Final inspection. Final inspection shall be made after the permitted work is complete and prior to occupancy.

R109.2 Inspection agencies. The *building official* is authorized to accept reports of *approved* agencies, provided such agencies satisfy the requirements as to qualifications and reliability. Where the use of inspection agencies is desired or contemplated, the permittee shall request approval of said agencies sufficiently in advance of the need for the subject inspection(s).

R109.3 Inspection requests. It shall be the duty of the *permit* holder or their agent to notify the *building official* that such work is ready for inspection. It shall be the duty of the *person* requesting any inspections required by this code to provide access to and means for inspection of such work.

R109.4 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the *permit* holder or an agent of the *permit* holder wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

§ 28.14.004 **Amendments.**

(a) Definitions. Section R202 is hereby amended by adding a new definition as follows:

ENGINEERED FILL. Soil used for fill or backfill that has been placed,

compacted and tested in accordance with the specifications of the structural or geotechnical engineer of record, or, where such specifications do not exist, that has been classified, placed, compacted and tested to a minimum 95% of standard proctor density in accordance with accepted industry standards.

(b) Climatic and geographic design criteria. Table R301.2 is hereby deleted and replaced with the following. Footnotes to Table R301.2 shall remain unchanged, except for the deletion of footnote e and n:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA		
GROUND SNOW LOAD		15 psf
WIND DESIGN	**Speed (mph)**	115
	Topographic effects	No
	Special wind region	No
	Windborne debris zone	No
SEISMIC DESIGN CATEGORY		A
SUBJECT TO DAMAGE FROM	**Weathering**	Moderate
	Frost line depth	12 inches
	Termite	Moderate to Heavy
WINTER DESIGN TEMP		15 Degrees
ICE BARRIER UNDERLAYMENT REQUIRED		No
FLOOD HAZARDS		See Note 1
AIR FREEZING INDEX		172
MEAN ANNUAL TEMP		59.9 Degrees
For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s Note 1.See Unified Development Code (UDC) Article 39.05		

(c) Exterior walls. Section R302.1 is hereby amended by the addition of a new

exception #6 to read as follows:

6. In garden home developments with easements specifically allowing overhangs to project into adjacent lots, overhangs may project a maximum of 2 feet (609.6 mm) across the property line. Such overhangs must be one-hour fire resistive construction and be decked with fire retardant treated decking. The overhang shall not be equipped with soffit vents or penetrations.

(d) Exterior walls Table R302.1(2). Table R302.1(2) is hereby amended to read as follows:

TABLE R302.1(2)

EXTERIOR WALLS

Exterior Wall Element		**Minimum Fire-Resistance Rating**	**Minimum Fire Separation Distance**
Walls	Fire-resistance rated	1-hour in accordance with ASTM E119 or UL 263 with exposure from both sides	Less than 5 feet
	Non fire-resistance rated	0 Hours	5 feet or greater
	Not allowed	N/A	Less than 2 feet
Projections	Fire-resistance rated	1 hour on the underside[a,b]	2 feet to less than 3 feet
	Non fire-resistance rated	0 Hours	3 feet
	Not allowed	N/A	Less than 3 feet
Openings in walls	Maximum 25% of wall area	0 Hours	3 feet
	Unlimited	0 Hours	5 feet
Penetrations	All	Comply with Section R302.4	Less than 3 feet

TABLE R302.1(2)

EXTERIOR WALLS

Exterior Wall Element	Minimum Fire-Resistance Rating	Minimum Fire Separation Distance
	None required	3 feet or greater

a. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave if fireblocking is provided from the wall top plate to the underside of the roof sheathing.

b. Roof eave fire-resistance rating shall be permitted to be reduced to 0 hours on the underside of the eave provided that gable vent openings are not installed.

(e) Opening protection. Section R302.5.1 is hereby amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1-3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1-3/8 inches (35 mm) thick, or 20-minute fire-rated doors. A hard-wired Carbon Monoxide Detector shall be installed within five (5) feet (1524 mm) on the residence side of the garage door entrance to the structure.

(f) Bathrooms. Section R303.3 is hereby amended to read as follows:

R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet (0.3 m^2), one-half of which must be openable.

Exception: The glazed areas shall not be required where artificial light and a local exhaust system are provided. The minimum local exhaust rates shall be determined in accordance with Section M1505. Exhaust air from the space shall be exhausted directly to the outside, or into a ventilated attic at least 10" above the ceiling insulation line or to a soffit, gable or eave vent.

(g) Mechanical ventilation. Section R303.4 is hereby deleted in its entirety.

(h) Emergency escape and rescue required. Section R310.1 is hereby amended to read as follows:

R310.1 Emergency escape and rescue required. *Basements*, *habitable attics* and every sleeping room shall have not less than one operable *emergency escape and rescue opening*. *Emergency escape and rescue openings* shall open directly into

a street, public alley, or other *approved public way*, or into a *yard* or court on the same property that opens to an *approved public way*. Where *basements* contain one or more sleeping rooms, an *emergency escape and rescue opening* shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where *emergency escape and rescue openings* are provided they shall have a sill height of not greater than 44 inches (1118 mm) above the floor or a permanent adjacent standing surface of not less than 36 in. x 36 in. (914 mm. x 914 mm.). Where a door opening having a threshold below the adjacent ground elevation serves as an *emergency escape and rescue opening* and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section R310.4.4. The net clear opening dimensions required by this section shall be obtained by the normal operation of the *emergency escape and rescue opening* from the inside. *Emergency escape and rescue openings* with a finished sill height below the adjacent ground elevation shall be provided with an area well in accordance with Section R310.4.

Exceptions:

1. *Basements* used only to house mechanical equipment and not exceeding a total floor area of 200 square feet (18.6 m^2).
2. *Basements* not containing bathing facilities or designated as bedrooms may be provided with alternatives to *emergency escape and rescue openings* as follows:
    a. *Basements* not exceeding 500 square feet (46.5 m^2) and designated for use as a storm shelter - No requirement.
    b. I not exceeding 800 square feet (74.3 m^2) and designated for use as a storm shelter:
        i. Top of *basement* stairs to be located within 10 feet (3048 mm) of an *approved emergency escape and rescue opening*, or within 20 feet (6096 mm) where entirely protected by an approved one-hour fire rated corridor constructed in accordance with the *International Building Code*. For purposes of this Section, "travel distance" shall mean the centerline of the shortest route that affords a minimum 36 inches (914.4 mm) wide unobstructed path of travel;
        ii. *Basement* and path of travel to an *approved emergency escape and rescue opening* to be protected by an NFPA 13D fire suppression system;
        iii. As otherwise approved by the *building official*.
    c. Basements of any size where the entire *dwelling* is provided with an automatic fire suppression system throughout in accordance with NFPA 13D - No requirement.

(i) Automatic fire sprinkler systems. Section R313 is hereby deleted.

(j) Storm shelters (General). Section R323.1 is hereby amended to read as follows:

R323.1 Storm shelters (General). This section applies to *storm shelters* where constructed as separate detached buildings or where constructed as safe rooms within buildings for the purpose of providing refuge from storms that produce high winds, such as tornados and hurricanes. In addition to other applicable requirements in this code, such storm shelters shall be constructed in accordance with ICC 500.

Exception: Basements designated as storm shelters for purposes of complying with exception 1 or 2 to Section R310.1 need not be constructed in accordance with ICC 500.

(k) Mezzanines. Section 325.3 is hereby amended to read as follows:

R325.3 Area limitation. The aggregate area of a *mezzanine* or *mezzanines* shall be not greater than one-third of the floor area of the room or space in which they are located. The enclosed portion of a room shall not be included in a determination of the floor area of the room in which the *mezzanine* is located.

Exception: The aggregate area of a *mezzanine* located within a *dwelling unit* shall not be greater than one-half of the floor area of the room, provided that the *mezzanine* meets all of the following requirements:

1. Except for enclosed closets and bathrooms, the *mezzanine* is open to the room in which such *mezzanine* is located.
2. The opening to the room is unobstructed except for walls not more than 42 inches (1067 mm) in height, columns and posts.
3. The exceptions to Section R325.5 are not applied.

(l) Minimum size (of footings). Section R403.1.1 is hereby amended to read as follows:

R403.1.1 Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in The City of Lubbock Residential Foundation Details, adopted by reference as though fully set out herein.

(m) Minimum depth. Section R403.1.4 is hereby amended to read as follows:

Section R403.1.4. Minimum depth. All exterior footings shall be placed at least 12 inches (305 mm) below the undisturbed ground or engineered fill (see definition) surface. Where applicable, the depth of footings shall also conform to Section R403.1.4.1.

(n) Foundation anchorage. Section R403.1.6. is hereby amended by the addition of a third exception to read as follows:

3. On exterior walls, *approved* powder-actuated pins may be used in lieu of anchor bolts within twelve (12) inches (304.8 mm) of the joints of sole plates, not including corners.

(o) Foundation elevation. Section R403.1.7.3 is hereby amended to read as follows:

R403.1.7.3. Foundation elevation. The lowest portion of a building finished floor elevation shall be installed no lower than that indicated in Table R403.1.7.3 below:

TABLE R403.1.7.3.

Minimum Floor Elevations for Structures Relative to Lot Slope

Elevation Difference-Top of curb to rear property line (inches)	Min. Floor Elevation above top of curb when slope is from front to rear (inches)	Min. Floor Elevation above top of curb when slope is from rear to front (inches)
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5
36	6	21

1) The ground shall slope away from the structure in all directions as required elsewhere in this code;

2) The minimum distance from the finished ground elevation to the top of the floor shall be eight (8) inches at all locations around the building;

3) Minimum floor elevations. The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the city engineer, or that determined by Table R403.1.7.3, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the city *building official* with a survey certificate indicating the required finish floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans and marked on the front street curb. Structures located in any floor hazard area shall comply with all F.E.M.A.

TABLE R403.1.7.3.

Minimum Floor Elevations for Structures Relative to Lot Slope

Elevation Difference-Top of curb to rear property line (inches)	Min. Floor Elevation above top of curb when slope is from front to rear (inches)	Min. Floor Elevation above top of curb when slope is from rear to front (inches)

regulations, which will supersede the above.

4) Alternate elevations are permitted subject to the approval of the *building official* and city engineer, provided it can be demonstrated that required drainage to an approved point of discharge and away from the structure is provided at all locations on the site.

(p) Concrete and masonry foundation walls. Sections R404.1.2.1 and R404.1.3 are hereby amended to read as follows:

R404.1.2.1 Masonry foundation walls. *Concrete masonry* and *clay masonry* foundation walls shall be constructed as set forth in Tables R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall also comply with the applicable provisions of Sections R606. Where applicable, such walls shall be designed and constructed in accordance with the City of Lubbock Residential Foundation Details, adopted by reference as though fully set out herein. In *Seismic Design Categories* D_0, D_1 and D_2, *concrete masonry* and *clay masonry* foundation walls shall comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 andR606.4.2. Rubble stone masonry walls shall not be used in *Seismic Design Categories* D_0, D_1 and D_2, or in I in *Seismic Design Category* C.

R404.1.3 Concrete foundation walls. Concrete foundation walls that support light-frame walls shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332, PCA 100, or the City of Lubbock Residential Foundation Details, adopted by reference as though fully set out herein. Concrete foundation walls that support above-grade concrete walls that are within the applicability limits of Section R608.2 shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332 or PCA 100. Concrete foundation walls that support above-grade concrete walls that are not within the applicability limits of Section R608.2 shall be designed and constructed in accordance with the provisions of ACI 318, ACI 332 or PCA 100. When ACI 318, ACI 332, PCA 100 or the provisions of this section are used to design concrete foundation walls, project drawings, typical details and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the state law of the *jurisdiction* having authority.

(q) Concrete or masonry foundations. The exceptions to Section 405.1 are hereby amended to read as follows:

Exceptions:

1. A drainage system is not required when the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I soils, as detailed in Table R405.1.

2. A drainage system is not required for a basement wall footing where the excavation for the basement wall does not result in a soil disturbance closer than three (3) feet (914.4 mm) to the exterior roof drip line and there is no evidence of groundwater infiltration.

(r) Foundation water management. Section R406 is hereby amended by re-titling of the Section and amended to read as follows:

SECTION R406

FOUNDATION WATER MANAGEMENT

R406.1 Concrete and masonry foundation dampness resistance. Except where required by Section R406.2 to be made water-resistant, foundation walls that retain earth and enclose interior spaces and floors below *grade* shall be treated to resist dampness from the top of the footing to the finished grade. Masonry walls shall have not less than 3/8 inch (9.5 mm) Portland cement parging applied to the exterior of the wall. The parging shall be treated in accordance with one of the following:

1. Bituminous coating,

2. 3 pounds per square yard (1.63 kg/m2) of acrylic modified cement.

3. 1/8-inch (3.2 mm) coat of surface-bonding cement complying with ASTM C887.

4. Any material permitted in Section R406.2.

5. Other *approved* materials or methods.

Exception: Parging of unit masonry walls is not required where a material is *approved* for direct application to the masonry.

Concrete walls shall be treated for resistance to dampness by applying any one of the above listed materials or any one of the materials listed in Section R406.2

to the exterior of the wall.

R406.2 Concrete and masonry foundation water resistant barriers. In areas where a high water table or other severe soil-water conditions are known to exist, exterior foundation walls that retain earth and enclose interior spaces and floors below *grade* shall be provided with water resistant barriers from the top of the footing to the finished *grade*. Such barriers shall be in accordance with one of the following:

1. 2-ply hot-mopped felts.

2. 55 pound (25 kg) roll roofing.

3. 6-mil (0.15 mm) polyvinyl chloride.

4. 6-mil (0.15 mm) polyethylene.

5. 40-mil (1 mm) polymer-modified asphalt.

6. 60-mil (1.5 mm) flexible polymer cement.

7. 1/8-inch (3 mm) cement-based, fiber-reinforced waterproof coating.

8. 60-mil, (0.22 mm) solvent-free, liquid-applied synthetic rubber.

9. Other *approved* materials or methods.

Exception: Organic-solvent-based products such as hydrocarbons, chlorinated hydrocarbons, ketones and esters shall not be used for ICF walls with expanded polystyrene form material. Plastic roofing cements, acrylic coatings, latex coatings, mortars and pargings are permitted to be used to seal ICF walls. Cold setting asphalt or hot asphalt shall conform to type C of ASTM D449. Hot asphalt shall be applied at a temperature of less than 200 degrees Fahrenheit (93 degrees Celsius).

All joints in membrane barriers shall be lapped and sealed with an adhesive compatible with the membrane.

R406.3 Dampness resistance for wood foundations. Wood foundations enclosing habitable or usable spaces located below grade shall be treated for resistance to dampness in accordance with Sections R406.3.1 through R406.3.4.

(s) Wood floor framing design and construction. Sections R502.2 and R502.3 are hereby amended to read as follows:

R502.2 Wood floor framing design and construction. Floors shall be designed

and constructed in accordance with the provisions of this chapter, Figure R502.2 and Sections R317 and R318 or in accordance with ANSI AWC NDS. Basement floor-ceiling structural assemblies, where supporting a concrete floor slab above, shall be constructed in accordance with Section R502.3 and as applicable (figures contained in the City of Lubbock Residential Foundation Details, adopted by reference as though fully set out herein).

R502.3 Allowable joist spans. Spans for floor joists shall be in accordance with Tables R502.3.1(1) and R502.3.1(2), as applicable. For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council.

(t) Concrete floors on ground, general. Section R506.1 is hereby amended to read as follows:

R506.1 Concrete floors on ground, General. Concrete slab-on-ground floors shall be a minimum 3.5 inches (89 mm) thick (for expansive soils, see Section R403.1.8). The specified compressive strength of concrete shall be as set forth in Section R402.2. To the extent applicable, concrete slab-on-ground floors shall be constructed in accordance with the City of Lubbock Residential Foundation Details, adopted by reference as though fully set out herein.

(u) Alternative attachments to fastening schedule. Footnote g to Table 602.3(2) is hereby deleted in its entirety.

(v) Headers. Section R602.7 is hereby amended as follows:

R602.7 Headers. For header spans, see Tables R602.7(1), R602.7(2) and R602.7(3). For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council.

(w) Garage door labeling. Section R609.4.1 is hereby deleted in its entirety.

(x) Flashing. Section R703.4 is hereby amended to read as follows:

R703.4 Flashing. *Approved* corrosion-resistive flashing shall be provided in the exterior wall envelope in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. Self-adhered membranes used as flashing shall comply with AAMA 711. The flashing shall extend to the surface of the exterior wall finish and shall be installed to prevent water from re- entering the exterior wall envelope. *Approved* corrosion-resistant flashings shall be installed at all of the following locations:

1. At top of all exterior window and door openings in such a manner as to

be leak proof.

2. At the intersection of chimneys or other masonry construction with frame or stucco walls, with projecting lips on both sides under stucco copings.
3. Under and at the ends of masonry, wood or metal copings and sills.
4. Continuously above all projecting wood or composite *trim*.
5. Where exterior porches, decks or stairs attach to a wall or floor assembly of wood-frame construction.
6. At wall and roof intersections.
7. At built-in gutters.

Exceptions:

1. The requirements of Item 3 above may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop.

2. The requirements of Item 3 above may be omitted where soffits, porches or awnings serve as protection for the upper course of brick veneer.

(y) Table 703.8.4(1) Tie Attachment and Airspace Requirements. Table 703.8.4(1) is hereby deleted and replaced with the following:

TABLE 703.8.4(1)

TIE ATTACHMENT AND AIRSPACE REQUIREMENTS

BACKING AND TIE	MINIMUM TIE[a]	MINIMUM TIE FASTENER[a]	AIRSPACE	
Wood stud backing with corrugated sheet metal	22 U.S. gage (0.0299 in.) x 7/8 in. wide	6D - 2" nail, ring shank or #8 - 2" screw	Nominal 1 in. between sheathing and veneer	
Wood stud backing with metal strand wire	W1.7 (No. 9 U.S. gage; 0.148 in.) with hook embedded in mortar joint	6D - 2" nail, ring shank or #8 - 2" screw	Minimum nominal 1 in. between sheathing and veneer	Maximum 4-1/2 in. between backing and veneer
Cold-formed steel stud backing with adjustable metal strand wire	W1.7 (No. 9 U.S. gage; 0.148 in.) with hook embedded in mortar joint	No. 10 screw extending through the steel framing a minimum of three exposed threads	Minimum nominal 1 in. between sheathing and veneer	Maximum 4-1/2 in. between backing and veneer

TABLE 703.8.4(1)

TIE ATTACHMENT AND AIRSPACE REQUIREMENTS

BACKING AND TIE	MINIMUM TIE[a]	MINIMUM TIE FASTENER[a]	AIRSPACE

a. All ties and fasteners to be corrosion-resistant

(z) Flashing. Section R703.8.5 is hereby amended to read as follows:

R703.8.5 Flashing. Flashing shall be located beneath the first course of masonry within the first mortar bed joint above finished ground level above the foundation wall or slab and at other points of support, including structural floors, shelf angles and lintels that are not protected by eaves or patio covers when masonry veneers are designed in accordance with Section R703.8. See Section R703.4 and the City of Lubbock Residential Foundation Details for additional requirements.

Exception: The requirements of R703.8.5 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are caulked with sealant.

(aa) Weepholes. Section R703.8.6 is hereby amended to read as follows:

R703.8.6 Weepholes. Weepholes shall be provided in the outside wythe of masonry walls at a maximum spacing of 33 inches (838 mm) on center. Weepholes shall not be less than 3/16 inch (5 mm) in diameter. Weepholes shall be located immediately above the flashing.

Exception: The requirements of R703.8.6 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are flashed in accordance with Section R703.8.5, as amended.

(bb) Rafter size. Section R802.4.1 is hereby amended to read as follows:

R802.4.1 Rafter size. Rafters shall be sized based on the rafter spans in Tables R802.4.1(1) through R802.4.1(8). For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council. Rafter spans shall be measured along the horizontal projection of the rafter.

(cc) Ceiling joist size. Section R802.5.1 is hereby amended to read as follows:

R802.5.1 Ceiling joist size. Ceiling joists shall be sized based on the joist spans in Tables R802.5.1(1) and R802.5.1(2). For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA Span Tables for Joists and Rafters and/or current data available from the American Wood Council.

(dd) Ventilation required. Section R806.1 is hereby amended by adding the following exception after the section:

Exception: Attic ventilation shall not be required when drywall is installed directly on the interior side of the rafters, the roof deck is insulated with spray foam, or is deemed unnecessary by the *building official* due to atmospheric or climatic conditions.

(ee) Roof re-cover not allowed. Section R908.3.1.1 is hereby amended to read as follows:

R908.3.1.1 A *roof recover* shall not be permitted where any of the following conditions occur:

1. Where the existing roof or roof covering is water soaked or has deteriorated to the point that the existing roof or roof covering is not adequate as a base for additional roofing.
2. Where the existing roof covering is wood shake, slate, clay, cement, asbestos-cement tile, or asphalt, fiberglass or composition shingles.
3. Where the existing roof has two or more applications of any type of roof covering.

(ff) Energy efficiency (Chapter 11). The entire text of Chapter 11 is hereby deleted and replaced with the following:

Chapter 11 - Energy Efficiency. One and two family dwellings shall comply with the applicable energy conservation provisions of the 2021 International Energy Conservation Code, as amended.

(gg) Protection against physical damage. Section M1308.2.1 is hereby amended to read as follows:

M1308.2.1 Protection against physical damage. In concealed locations where *piping* is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the framing member face to which wall, ceiling or floor membranes will be attached, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(hh) Auxiliary and secondary drain systems. Section M1411.3.1 is hereby amended

to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil where damage to any building components will occur as a result of overflow from the *equipment* drain pan or stoppage in the condensate drain piping. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 unit vertical in 12 units horizontal (1-percent slope). Drain piping shall be a minimum of 3/4-inch (19 mm) nominal pipe size. One of the following methods shall be used:

1. An auxiliary drain pan with a separate drain shall be installed under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than 3 inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion-resistant material. Metallic pans shall have a minimum thickness of not less than 0.0276- inch (0.7 mm) galvanized sheet metal. Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).
2. A separate overflow drain line shall be connected to the drain pan installed with the *equipment*. This overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.
3. An auxiliary drain pan without a separate drain line shall be installed under the coils on which condensate will occur. This pan shall be equipped with a water-level detection device conforming to UL 508 that will shut off the *equipment* served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

(ii) Auxiliary drain pan. Section M1411.5 is hereby amended to read as follows:

M1411.5 Auxiliary drain pan. Category IV condensing *appliances* shall have an auxiliary drain pan where damage to any building component will occur as a result of stoppage in the condensate drainage system. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.

(jj) Insulation of refrigerant piping. Section M1411.6 is hereby amended to read as follows:

Section M1411.6. Insulation of refrigerant piping. Piping and fittings for refrigerant vapor (suction) lines shall be insulated with 3/8-inch (9.53 mm) wall closed cell insulation having a thermal resistivity of at least R = 2.D hr-ft^2 -- F/BTU and having external surface permanence not exceeding 0.05 perm [2.87

ng/(s * m^2 * Pa)] when tested in accordance with ASTM E96.

(kk) Locking port access caps. Section M1411.9 is hereby deleted.

(ll) Outdoor discharge. Section M1501.1 is hereby amended to read as follows:

M1501.1 Outdoor discharge. The air removed by every mechanical exhaust system shall be discharged to the outdoors in accordance with Section M1504.3. Air shall not be exhausted into an attic, soffit, ridge vent or *crawl space*.

Exception: Whole-house *ventilation*-type attic fans and bathroom ventilation fans that discharge into a ventilated attic space of *dwelling units* having private *attics* shall be permitted.

(mm) Duct termination. Section M1502.3 is hereby amended to read as follows:

M1502.3. Duct termination. Exhaust ducts shall terminate on the outside of the building. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions. If the manufacturer's instructions do not specify a termination location, exhaust ducts shall terminate not less than 3 feet (914 mm) in any direction from openings into buildings. Exhaust duct terminations shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination.

Exception: Backdraft dampers shall not be required where exhaust ducts terminate vertically through the roof.

(nn) Specified length. Section M1502.4.6.1 is hereby amended to read as follows:

M1502.4.6.1 Specified length. The maximum length of the exhaust duct shall be 35 feet (10,668 mm) from the connection to the transition duct from the dryer to the outlet terminal. Where fittings are used, the maximum length of the exhaust duct shall be reduced in accordance with Table M1502.4.6.1.

(oo) Recirculation of air. Section M1505.2 is hereby amended to read as follows:

M1505.2 Recirculation of air. Exhaust air from bathrooms and toilet rooms shall not be recirculated within a residence or circulated to another *dwelling unit*. Exhaust air from bathrooms and toilet rooms shall either discharge directly to the outdoors or into an attic space ventilated as required by Section R806 and at least 18 inches above the ceiling joists, or to a soffit or gable or eave vent. The terminal end of the exhaust duct shall be permanently secured in place.

(pp) Underground duct systems. Section M1601.1.2 is hereby amended to read as follows:

M1601.1.2 Underground duct systems. Underground *duct systems* shall be

constructed of *approved* concrete, clay, metal or plastic. The maximum design temperature for systems utilizing plastic duct and fittings shall be 150 F (66°C). Metal ducts shall be protected from corrosion in an *approved* manner or shall be completely encased in concrete not less than 2 inches (51 mm) thick. Nonmetallic ducts shall be installed in accordance with the manufacturer's instructions. Plastic pipe and fitting materials shall conform to cell classification 12454-B of ASTM D1248 or ASTM D1784 and external loading properties of ASTM D2412. Ducts shall slope to a drainage point that has access. Ducts shall be sealed and secured prior to encasing the ducts in concrete or direct burial. Duct tightness shall be verified as required by Section R403.3 of the International Energy Conservation Code, as amended. Metallic ducts having an *approved* protective coating and nonmetallic ducts shall be installed in accordance with the manufacturer's instructions.

(qq) Location. Section M2006 is hereby amended by the addition of a new subsection M2006.5 to read as follows:

M2006.5 Location. Pool heaters shall be located or protected to guard against accidental contact of hot surfaces by persons. Compliance with this Section may be accomplished by installing pool and spa heaters in an equipment room or building, or by enclosure with a fence or other suitable barrier.

(rr) Protection methods against corrosion. Section G2415.11.2 (404.11.2) is hereby amended to read as follows:

G2415.11.2 (404.11.2) Protection methods. Underground *piping* shall comply with one or more of the following:

1. The *piping* shall be made of corrosion-resistant material that is suitable for the environment in which it will be installed.
2. Pipe shall have a factory-applied, electrically-insulating coating. Fittings and joints between sections of coated pipe shall be coated in accordance with the coating manufacturer's instructions.
3. The *piping* shall have a cathodic protection system installed and the system shall be monitored and maintained in accordance with an *approved* program.
4. *Approved* protective coatings or wrap may be field installed if piping that has a factory-applied, electrically-insulating coating is not readily available.

(ss) Located at manifold. Section G2420.5.3 (409.5.3) is hereby amended to read as follows:

G2420.5.3 (409.5.3) Located at manifold. Where the *appliance* shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet (15,240 mm) of the *appliance* served and shall be readily accessible and permanently identified. The *piping* from the manifold to within 6 feet (1829 mm) of the

appliance shall be designed, sized and installed in accordance with Sections G2412 (401) through G2419 (408). Shutoff valves located within attic spaces shall not be considered readily accessible.

(tt) Pressure regulators. Section G2421.1 (410.1) is hereby amended to read as follows:

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be installed where the *appliance* is designed to operate at a lower pressure than the supply system. *Access* shall be provided to *pressure regulators*. *Pressure regulators* shall be protected from physical damage. *Regulators* installed on the exterior of the building shall be *approved* for outdoor installation. All *regulators* must be installed near a walkway or an access point.

(uu) Log lighters. Section G2433 (603) is hereby deleted in its entirety.

(vv) Exhaust installation. Section G2439.3 (614.4) is hereby amended to read as follows:

G2439.3 (614.4) Exhaust installation. Dryer exhaust ducts for *clothes dryers* shall terminate on the outside of the building and shall be equipped with a backdraft *damper*. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. *Clothes dryer* exhaust ducts shall not be connected to a *vent connector*, vent or *chimney*. *Clothes dryer* exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to Section 602.2.1 of the *International Mechanical Code* (in the case of plenums), or with materials meeting the requirements for Class 0 or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through roofs.

(ww) Building sewer testing. Section P2503.4 is hereby amended to read as follows:

P2503.4. Building sewer testing. The *building sewer* shall be tested by the insertion of a test plug at the point of connection with the public sewer and filling the *building sewer* with water, testing with not less than a 5-foot (1524 mm) head of water and be able to maintain such a pressure for fifteen (15) minutes.

(xx) Rough plumbing. Section P2503.5.1 is hereby amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each Section shall be filled with water to a point not less than

5 feet (1524 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes. Exception: Air tests shall not be used on PVC piping if not approved by the piping manufacturer.

(yy) Finished plumbing. Section P2503.5.2 is hereby amended to read as follows:

P2503.5.2 Finished plumbing. After the plumbing fixtures have been set and their traps filled with water, their connections shall be tested and proved gastight and/or watertight as follows:

1. Water tightness. Each fixture shall be filled and then drained. Traps and fixture connections shall be proven water tight by visual inspection.

2. Gas tightness. When required by the *building official*, a final test for gas tightness of the DWV system shall be made by the smoke or peppermint test as follows:

2.1 Smoke test. Introduce a pungent, thick smoke into the system. When the smoke appears at vent terminals, such terminals shall be sealed and a pressure equivalent to a 1-inch water column (249 Pa) shall be applied and maintained for a test period of not less than 15 minutes.

2.2 Peppermint test. Introduce 2 ounces (59 mL) of oil of peppermint into the system. Add 10 quarts (9464 mL) of hot water and seal all vent terminals. The odor of peppermint shall not be detected at any trap or other point in the system.

(zz) Shower liner test. Section P2503.6 is hereby deleted.

(aaa) Protection against physical damage. Section P2603.2.1 is hereby amended to read as follows:

P2603.2.1 Protection against physical damage. In concealed locations, where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(bbb) Pan size and drain. Section P2801.6.1 is hereby amended to read as follows:

P2801.6.1 Pan size and drain. The pan shall be not less than 1.5 inches (38 mm) deep and shall be of sufficient size and shape to receive all dripping and condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 3/4 inch (19 mm) or the outlet diameter of the relief valve, whichever is larger. Piping for safety pan drains shall be of those materials listed in Table P2906.5, except that PVC meeting ASTM D1785, D2241 or D2672 shall also be considered an acceptable material for this purpose. Where a pan was not previously installed, a pan drain shall not be required for a replacement water heater installation.

(ccc) Water heaters installed in garages. Section P2801.7 is hereby amended to read as follows:

P2801.7 Water heaters installed in garages. Water heaters having an *ignition source* shall be elevated such that the source of ignition is not less than 18 inches (457 mm) above the garage floor.

Exceptions:

1. Elevation of the *ignition source* is not required for fuel gas-fired water heaters that are *listed* as flammable vapor ignition-resistant. (See Section G2408.2).

2. Electric water heaters are not required to be elevated, as the elements are not considered an *ignition source*.

(ddd) Vacuum relief valve. Section P2804.7 is hereby amended to read as follows:

P2804.7 Vacuum relief valve. Bottom fed tank-type water heaters and bottom fed tanks connected to water heaters shall have a vacuum relief valve installed that complies with ANSI Z21.22.

Exception: Where such water heaters and tanks are part of a circulating hot water system and have a storage capacity of ten gallons or less.

(eee) Water hammer. Section P2903.5 is hereby deleted in its entirety.

(fff) Hose bibb bleed. Section P2903.8.5 is hereby deleted.

(ggg) Service valve. Section P2903.9.1 is hereby amended to read as follows:

P2903.9.1 Service valve. Where indicated below, each *dwelling unit* shall be provided with an accessible main shutoff valve. The valve shall be of a full-open type having nominal restriction to flow.

Service valves shall be installed in the following locations:

1. On the water service pipe from the public water supply at or near the water meter.

2. On the water service pipe at the entrance into the building(s) if the service valve required by (1) above is more than 100 feet (30.48 m) from said building(s).

3. On the water supply pipe to a gravity or pressurized water tank.

4. On the water supply pipe to every water heater.

(hhh) Hose bibb. Section P2903.10 is hereby deleted.

(iii) Solvent cementing. Section P3003.9.2 is hereby amended to read as follows:

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F656 shall be applied. Clear primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D2564 CSA CAN/CSA-B137.3, CSA CAN/CSA-B181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground.

Exception: A primer shall not be required where all of the following conditions apply:

1. The solvent cement used is third-party certified as conforming to ASTM D2564; and

2. The solvent cement is used only for joining PVC drain, waste and vent piping and fittings in non-pressure applications in sizes up to and including four inches (102 mm) in diameter.

(jjj) Horizontal to vertical (multiple connection fittings). Section P3005.1.1. is hereby amended to read as follows:

P3005.1.1 Horizontal to vertical (multiple connection fittings). Double fittings such as double sanitary tees and tee-wyes or *approved* multiple connection fittings and back-to-back fixture arrangements that connect two or more branches at the same level shall be permitted as long as directly opposing connections are the same size and the discharge into directly opposing connections is from similar fixture types or fixture groups. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or *appliances* with pumping action discharge.

(kkk) (Cleanouts at) Building drain and building sewer junction. Section P3005.2.3 is hereby amended to read as follows:

P3005.2.3 (Cleanouts at) Building drain and building sewer junction. The junction of the *building drain* and the *building sewer* shall be served by a two-way cleanout that is located at the junction or within 10 feet (3048 mm) of *developed length* of piping upstream of the junction. Where the depth of the horizontal building drain at the two-cleanout location exceeds 4 feet (1219.2 mm), a two pipe two-way cleanout shall be provided. For the requirements of this section, removal of a water closet shall not be required to provide cleanout access.

(lll) Permit requirements. A new Section P3010.1.1 is hereby added as follows:

P3010.1.1 Permit Requirements. A licensed plumbing contractor shall obtain a permit under this Section prior to the work being performed. The permit application shall indicate if work in the city right-of-way will be necessary. If issued, the permit will grant the licensed plumbing contractor temporary permitted user status, as contemplated by Chapter **37** of the Lubbock Code of Ordinances, for limited access to the city right-of-way. Excavation in the city right-of-way subjects the permittee to all applicable requirements of Chapter **37**, save and except the requirements for a separate right-of-way permit. The limited access is restricted to unpaved areas only and defined as an excavation that is hand-dug only (no mechanical excavation) and no more than 3 feet (914.4 mm) in width adjacent to the property line. The licensed plumbing contractor has the option of hiring a "permitted user" to perform the work in the public ROW.

(mmm) Permit requirements. A new Section P3011.1.1 is hereby added as follows:

P3011.1.1 Permit Requirements. A licensed plumbing contractor shall obtain a permit under this Section prior to the work being performed. The permit application shall indicate if work in the city right-of-way will be necessary. If issued, the permit will grant the licensed plumbing contractor temporary permitted user status, as contemplated by Chapter **37** of the Lubbock Code of Ordinances, for limited access to the city right-of-way. Excavation in the city right-of-way subjects the permittee to all applicable requirements of Chapter **37**, save and except the requirements for a separate right-of-way permit. The limited access is restricted to unpaved areas only and defined as an excavation that is hand-dug only (no mechanical excavation) and no more than 3 feet (914.4 mm) in width adjacent to the property line. The licensed plumbing contractor has the option of hiring a "permitted user" to perform the work in the public ROW.

(nnn) Electrical. Part VIII, Chapters 34-43 inclusive, is hereby deleted and replaced with the following:

Chapters 34-43 – Electrical. One- and two-family dwellings shall comply with the applicable electrical provisions of the 2020 National Electrical Code, as

amended.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

AI# 12282
Regular City Council Meeting 6. 6.
03/05/2024:

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.15 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Fuel Gas Code.

Item Summary

The International Fuel Gas Code is the City's adopted model fuel gas code, and governs the construction, maintenance and repair of fuel gas distribution piping and systems, throughout the jurisdiction. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City of Lubbock to suit unique local conditions. The proposed ordinance updates the document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Fuel Gas Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.15 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL FUEL GAS CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE..

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Fuel Gas Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Article 28.15 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

ARTICLE 28.15 INTERNATIONAL FUEL GAS CODE

§ 28.15.001 Adopted.

The 2021 edition of the International Fuel Gas Code, as published by the International Code Council, Inc., as hereinafter amended, including appendices A, B, C and D, is hereby adopted as the fuel gas code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the fuel gas code in this chapter shall mean the 2021 edition of the International Fuel Gas Code. One copy of the 2021 International Fuel Gas Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.15.002 Coordination of administrative provisions.

The administrative provisions contained in chapter **28**, articles **28.01** through **28.08** of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of fuel gas systems installation, these supplemental administrative provisions have been provided. Except as amended or supplemented within sections **28.15.002** and **28.15.003**, the entire text of chapter **1** of the 2021 International Fuel Gas Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within sections **28.15.002** and **28.15.003** and chapter **28**, articles **28.01** through **28.08** of this Code of Ordinances, it is the intent that the more specific govern, as determined by the building official.

§ 28.15.003 Supplemental administrative amendments.

(a) Administrative amendments and cross-references to articles 28.01–28.08. The following administrative provisions within chapter **1** of the International Fuel Gas Code are hereby stricken, and the corresponding provisions within articles **28.01** through **28.08** of this Code of Ordinances shall govern, as indicated in Table **28.15.003** below:

TABLE 28.15.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Fuel Gas Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
109.6	Fee refunds	28.05.109
115.4	Violation penalties	28.02.006
116.1	Stop work orders	28.02.007
113	Means of appeal	2.03.495-2.03.501
114	Board of Appeals	2.03.491–2.03.494

§ 28.15.004 Amendments.

(a) Sloped roofs. Section 306.5.1 is hereby amended to read as follows:

306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 6 units vertical in 12 units horizontal (50 percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the *appliance* or *equipment* to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*. *Access* shall not require walking on roofs having a slope greater than 6 units vertical in 12 units horizontal (50 percent slope). Where *access* involves obstructions greater than 30 inches (762 mm) in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairways

installed in accordance with the requirements specified in the *International Building Code* in the path of travel to and from appliances, fans or *equipment* requiring service.

(b) Auxiliary drain pan. Section 307.5 is hereby amended to read as follows:

307.5 Auxiliary drain pan. Category IV condensing *appliances* shall be provided with an auxiliary drain pan where damage to any building component will occur as a result of stoppage in the condensate drainage system. Such pan will be installed in accordance with the applicable provisions of Section 307 of the *International Mechanical Code*.

(c) Protection methods against corrosion. Section 404.11.2 is hereby amended to read as follows:

404.11.2 Protection methods. Underground *piping* shall comply with one or more of the following:

1. The *piping* shall be made of corrosion-resistant material that is suitable for the environment in which it will be installed.

2. Pipe shall have a factory-applied, electrically-insulating coating. Fittings and joints between sections of coated pipe shall be coated in accordance with the coating manufacturer's instructions.

3. The *piping* shall have a cathodic protection system installed and the system shall be monitored and maintained in accordance with an *approved* program.

4. *Approved* protective coatings or wrap may be field installed if piping that has a factory-applied, electrically-insulating coating is not readily available.

(d) Located at manifold. Section 409.5.3 is hereby amended to read as follows:

409.5.3 Located at manifold. Where the *appliance* shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet (15,240 mm) of the *appliance* served and shall be readily accessible and permanently identified. The *piping* from the manifold to within 6 feet (1829 mm) of the *appliance* shall be designed, sized and installed in accordance with Sections 401 through 408. Shutoff valves located within attic spaces shall not be considered readily accessible.

(e) Pressure regulators. Section 410.1 is hereby amended to read as follows:

410.1 Pressure regulators. A line pressure regulator shall be installed where the *appliance* is designed to operate at a lower pressure than the supply pressure. Line gas pressure regulators shall be *listed* as complying with ANSI

Z21.80/CSA 6.22. *Access* shall be provided to pressure regulators. Regulators shall be located near walkways or at an access point. Pressure regulators shall be protected from physical damage. Regulators installed on the exterior of the building shall be *approved* for outdoor installation.

(f) Log lighters. Section 603 is hereby deleted in its entirety.

(g) Exhaust material. Section 614.4 is hereby amended to read as follows:

614.4 Exhaust installation. Exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to Section 602.2.1 of the *International Mechanical Code* (in the case of plenums), or with materials meeting the requirements for class 0 or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through the roof.

(h) Protection required. Section 614.8 is hereby amended to read as follows:

614.8 Protection required. Protective shield plates shall be placed where nails or screws from finish or other work are likely to penetrate the clothes dryer exhaust duct. Shield plates shall be placed on the finished face of all framing members where there is less than 1.25 inches (32 mm) between the duct and the finished face of the framing member. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the duct where the member is notched or bored.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

AI# 12283
Regular City Council Meeting
03/05/2024:

6. 7.

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Article 28.16 of the City of Lubbock Code of Ordinances with adoption of the 2021 International Energy Conservation Code.

Item Summary

The International Energy Conservation Code is the City's adopted model energy conservation code, and governs the minimum energy conservation requirements for new buildings. The International Energy Conservation Code addresses energy conservation requirements for all aspects of energy use in both commercial and residential construction, including heating and ventilating, lighting, water heating, and power usage for appliances and building systems. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City to suit unique local conditions. The proposed ordinance updates the document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Energy Conservation Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.16 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Energy Conservation Code for the City of Lubbock with certain amendments thereto to meet local conditions; **NOW THEREFORE:**

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

SECTION 1. THAT Article 28.16 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

ARTICLE 28.16
INTERNATIONAL ENERGY CONSERVATION CODE

§ 28.16.001 **Adopted.**

The 2021 edition of the International Energy Conservation Code, as published by the International Code Council, Inc., as hereinafter amended, is hereby adopted as the energy conservation code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the energy conservation code or the energy code in this chapter or to "this code" within this article shall mean and refer to the 2021 edition of the International Energy Conservation Code as amended herein. One copy of the 2021 International Energy Conservation Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.16.002 **Coordination of administrative provisions.**

The administrative provisions contained in Chapter **28**, articles **28.01** through **28.08** of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of energy conservation systems design and installation, these supplemental administrative provisions have been provided. Except as amended or supplemented within Sections **28.16.002** and **28.16.003**, the entire text of Chapter **1** of the 2021 International Energy Conservation Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within Sections **28.16.002** and **28.16.003** and articles **28.01** through **28.08** of this Code of Ordinances, it is the

intent that the more specific govern, as determined by the building official.

§ 28.16.003 **Supplemental administrative amendments.**

(a) Title. Sections C101.1 and R101.1 are hereby amended to read as follows:

C101.1 Title. This code shall be known as the International Energy Conservation Code of the City of Lubbock, Texas and shall be cited as such. It is referred to herein as "this code."

R101.1 Title. This code shall be known as the International Energy Conservation Code of the City of Lubbock, Texas and shall be cited as such. It is referred to herein as "this code."

(b) Administrative amendments and cross-references to articles **28.01** through **28.08**.The following administrative provisions within Chapter **1** of the International Energy Conservation Code are hereby stricken, and the corresponding provisions within articles **28.01** through **28.08** of this Code of Ordinances shall govern, as indicated in table 28.16.003 below:

TABLE 28.16.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Energy Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
C104.5 and R104.5	Fee refunds	28.05.109
C109.4 and R109.4	Violation penalties	28.02.006
C109 and R109	Stop work orders	28.02.007
C110 and R110	Means of appeals	2.03.491 through 2.03.501

(c) Exempt buildings. Sections C501 and R501 are hereby amended to read as follows:

C501.5 and R501.6 Historic buildings. Any building or structure that is listed in the State or National Register of Historic Places; designated as a historic property under local or state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to

be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, are exempt from this code.

C501.5.1 Hospitals and research laboratories. Hospitals licensed by the State Department of Health Services and research laboratories containing fume hoods and other HVAC systems for the protection of occupants shall be exempt from the provisions of this code.

Exception: Non-residential buildings otherwise exempted by Sections C501.5 or C501.5.1 above are not exempt from the service water heating and electrical lighting provisions of this code.

§ 28.16.004 **Amendments - Commercial.**

(a) Interior design conditions. Section C302.1 is hereby deleted in its entirety.

(b) Minimum skylight fenestration area. Section C402.4.2 is hereby amended with additional text that reads:

The minimum skylight fenestration area is not a mandatory guideline but more as a recommendation. Decisions for use shall be determined by the design professional or acting representative.

(c) Building envelope performance verification. Section C402.5.1.5 is hereby amended to read as follows:

C402.5.1.5 Building envelope performance verification. The installation of the continuous air barrier shall be verified by the *code official*, a *registered design professional* or *approved* agency in accordance with the following:

1. A review of the construction documents and other supporting data shall be conducted to assess compliance with the requirements in Section C402.5.1.

2. Inspection of continuous air barrier components and assemblies shall be conducted during construction while the air barrier is still accessible for inspection and repair to verify compliance with the requirements of Section C402.5.1.4.

(d) Dwelling and sleeping unit enclosure testing. Section C402.5.2 is hereby deleted in its entirety.

(e) Building thermal envelope testing. Section C402.5.3 is hereby deleted in its entirety.

(f) Operable openings interlocking. Section C402.5.11 is hereby amended to read as follows:

C402.5.11 Operable openings interlocking. Where occupancies utilize operable openings to the outdoors that are larger than 40 square feet (3.7 m2) in area, such openings shall be interlocked with the heating and cooling system so as to raise the cooling setpoint to 90°F (32°C) and lower the heating setpoint to 55°F (13°C) whenever the operable opening is open. The change in heating and cooling setpoints shall occur within 10 minutes of opening the operable opening.

Exceptions:

1. Separately zoned areas associated with the preparation of food that contain appliances that contribute to the HVAC loads of a restaurant or similar type of occupancy.
2. Warehouses that utilize overhead doors for the function of the occupancy, where approved by the *code official*.
3. The first entrance doors where located in the exterior wall and are part of a vestibule system.
4. The building does not have a building management system.

(g) Fault detection and diagnostics. Section C403.2.3 is hereby deleted in its entirety.

(h) Deadband. Section C403.4.1.2 is hereby amended to read as follows:

C403.4.1.2 Deadband. Where used to control both heating and cooling, *zone* thermostatic controls shall be configured to provide a temperature range or deadband of at least 2°F (1.1°C) within which the supply of heating and cooling energy to the *zone* is shut off or reduced to a minimum.

Exceptions:
1. Thermostats requiring manual changeover between heating and cooling modes.
2. Occupancies or applications requiring precision in indoor temperature control as *approved* by the *code official*.

(i) Heated or cooled vestibules. Section C403.4.1.4 is hereby deleted in its entirety.

(j) Economizers. Section C403.5 is hereby amended to read as follows:

C403.5 Economizers. If a cooling system includes either an air or water economizer it shall comply with Sections C403.5.1 through C403.5.4.

Table C403.5(1) and Table C403.5(2) are hereby deleted in their entirety.

(k) Economizer fault detection and diagnostics. Section C403.5.5 is hereby deleted in its entirety.

(l) Demand control ventilation. Section C403.7.1 is hereby amended to read as follows:

C403.7.1 Demand control ventilation. Demand control ventilation (DCV) shall be provided for all single-zone systems required to comply with Sections C403.5 through C403.5.3 and spaces larger than 500 square feet (46.5 m^2) and with an average occupant load of 25 people or greater per 1,000 square feet (93 m^2) of floor area, as established in Table 403.3.1.1 of the International Mechanical Code, and served by systems with one or more of the following:

1. An air-side economizer.
2. Automatic modulating control of the outdoor air damper.
3. A design outdoor airflow greater than 3,000 cfm (1416 L/s).

Exceptions:

1. Systems with energy recovery complying with Section C403.7.4.2.
2. Multiple-zone systems without direct digital control of individual zones communicating with a central control panel.
3. Multiple-zone systems with a design outdoor airflow less than 1,200 cfm (566 L/s).
4. Spaces where more than 75 percent of the space design outdoor airflow is required for makeup air that is exhausted from the space or transfer air that is required for makeup air that is exhausted from other spaces.
5. Spaces with one of the following occupancy classifications as defined in Table 403.3.1.1 of the *International Mechanical Code*: correctional cells, education laboratories, barber, beauty and nail salons, and bowling alley seating areas.

(m) Ventilation air heating control. Section C403.7.3 is hereby deleted in its entirety.

(n) Operable opening interlocking controls. Section C403.14 is hereby amended to read as follows:

C403.14 Operable opening interlocking controls. The heating and cooling systems shall have controls that will interlock these mechanical systems to the set temperatures of 90°F (32°C) for cooling and 55°F (12.7°C) for heating when the conditions of Section C402.5.8 exist. The controls shall configure to shut off the systems entirely when the outdoor temperatures are below 90°F (32°C) or above 55°F (12.7°C), unless the building does not have a building management system.

(o) Maximum allowable pipe length method. Section C404.5.1 is herebyamended to read as follows:

C404.5.1 Maximum allowable pipe length method. The maximum allowable piping length from the nearest source of heated water to the termination of the fixture supply pipe shall be in accordance with the following. Where the piping contains more than one size of pipe, the largest size of pipe within the piping shall be used for determining the maximum allowable length of the piping in Table C404.5.1.

1. For a public lavatory faucet, use the "Public lavatory faucets" column in Table C404.5.1.
2. For all other plumbing fixtures and plumbing appliances, use the "Other fixtures and appliances" column in Table C404.5.1.

TABLE C404.5.1 PIPING VOLUME AND MAXIMUM PIPING LENGTHS

NOMINAL PIPE SIZE (inches)	VOLUME (liquid ounces per foot length)	MAXIMUM PIPING LENGTH (feet)	
		Public lavatory faucets	Other fixtures and appliances
1/4	0.33	10	50
5/16	0.5	10	50
3/8	0.75	10	50
1/2	1.5	10	43
5/8	2	10	32
3/4	3	10	21
7/8	4	10	16
1	5	10	13
1 1/4	8	8	8
1 1/2	11	6	6
2 or larger	18	4	4

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 liquid ounce = 0.030 L, 1 gallon = 128 ounces.

(p) Maximum allowable pipe volume method. Section C404.5.2 is hereby deleted in its entirety.

(q) Circulation systems. Section C404.6.1 is hereby amended to read as follows:

C404.6.1 Circulation systems. Heated-water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermo-syphon circulation systems shall be prohibited. Circulation pump shall be controlled by a seven-day time clock, aqua stat, or a combination of both devices.

(r) Lighting controls. Section C405.2 is hereby amended to read as follows:

C405.2 Lighting controls. Lighting systems shall be provided with controls that comply with one of the following:

1. Lighting controls as specified in Sections C405.2.1 through C405.2.7.
2. Luminaire level lighting controls (LLLC) and lighting controls as specified in Sections C405.2.1, C405.2.5 and C405.2.6. The LLLC luminaire shall be independently capable of:
   - 2.1. Monitoring occupant activity to brighten or dim lighting when occupied or unoccupied, respectively.
   - 2.2. Monitoring ambient light, both electric light and daylight, and brighten or dim artificial light to maintain desired light level.
   - 2.3. For each control strategy, configuration and reconfiguration of performance parameters including; bright and dim setpoints, timeouts, dimming fade rates, sensor sensitivity adjustments, and wireless zoning configurations.

Exceptions: Lighting controls are not required for the following:

1. Areas designated as security or emergency areas that are required to be continuously lighted.
2. Interior exit stairways, interior exit ramps and exit passageways.
3. Emergency egress lighting that is normally off.
4. Areas deemed by owner/operator to be a potential health, safety or security issue.

(s) Occupant sensor control function in warehouse storage areas. Section C405.2.1.2 is hereby deleted in its entirety.

(t) Occupant sensor control function in open plan office areas. Section C405.2.1.3 is hereby deleted in its entirety.

(u) Occupant sensor control function in corridors. Section C405.2.1.4 is hereby deleted in its entirety.

(v) Daylight-responsive controls. Section C405.2.4 is hereby amended to read as follows:

C405.2.4 Daylight-responsive controls. *Daylight-responsive controls* complying with Section C405.2.4.1 shall be provided to control the general lighting within *daylight zones* in the following spaces:

1. Spaces with a total of more than 150 watts of *general lighting* within sidelit daylight zones complying with Section C405.2.4.2.
2. Spaces with a total of more than 150 watts of *general lighting* within toplit daylight zones complying with Section C405.2.4.3.

Exceptions: Daylight responsive controls are not required for the following:

1. Spaces in health care facilities where patient care is directly provided.
2. Sidelit daylight zones on the first floor above grade in Group A-2 and

Group M occupancies.

3. New buildings where the total connected lighting power calculated in accordance with Section C405.3.1 is not greater than the adjusted interior lighting power allowance (LPA_{adj}) calculated in accordance with Equation 4-9. $LPA_{adj} = [LPA_{norm} x\ (1.0 - 0.4\ x\ UDZFA/TBFA)]$

(Equation 4-9) LPA_{adj} = Adjusted building interior lighting power allowance in watts. LPA_{norm} = Normal building lighting power allowance in watts calculated in accordance with Section C405.3.2 and reduced in accordance with Section C406.3 where Option 2 of Section C406.1 is used to comply with the requirements of Section C406. UDZFA = Uncontrolled daylight zone floor area is the sum of all sidelit and toplit zones, calculated in accordance with Sections C405.2.4.2 and C405.2.4.3, that do not have daylight responsive controls. TBFA = Total building floor area is the sum of all floor areas included in the lighting power allowance calculation in Section C405.3.2.

(w) Daylight-responsive control function. Section C405.2.4.1 is hereby amended to read as follows:

C405.2.4.1 Daylight-responsive control function. Where required, *daylight-responsive controls* shall be provided within each space for control of lights in that space and shall comply with all of the following:

1. Lights in *toplit daylight zones* in accordance with Section C405.2.4.3 shall be controlled independently of lights in sidelit daylight zones in accordance with Section C405.2.4.2.
2. *Daylight responsive controls* within each space shall be configured so that they can be calibrated from within that space by authorized personnel.
3. Calibration mechanisms shall be in a location with *ready access*.
4. *Daylight responsive controls* shall dim lights continuously from full light output to 15 percent of full light output or lower.
5. *Daylight responsive controls* shall be configured to completely shut off all controlled lights.
6. When occupant sensor controls have reduced the lighting power to an unoccupied setpoint in accordance with Sections C405.2.1.2 through C405.2.1.4, daylight responsive controls shall continue to adjust electric light levels in response to available daylight, but shall be configured to not increase the lighting power above the specified unoccupied setpoint.
7. Lights in *sidelit daylight* zones in accordance with Section C405.2.4.2 facing different cardinal orientations [within 45 degrees (0.79 rad) of due north, east, south, west] shall be controlled independently of each other.

Exceptions:

1. Within each space, up to 150 watts of lighting within the sidelit daylight zone is permitted to be controlled together with lighting in a sidelit daylight zone facing a different cardinal orientation.

(x) Sidelit daylight zone. Section C405.2.4.2 is hereby amended to read as follows:

C405.2.4.2 Sidelit daylight zone. The sidelit daylight zone is the floor area adjacent to vertical *fenestration* that complies with all of the following:

1. Where the fenestration is located in a wall, the sidelit daylight zone shall extend laterally to the nearest full-height wall, or up to 1.0 times the height from the floor to the top of the fenestration, and longitudinally from the edge of the fenestration to the nearest full-height wall, or up to 0.5 times the height from the floor to the top of the fenestration, whichever is less, as indicated in Figure C405.2.4.2(1).
2. Where the fenestration is located in a rooftop monitor, the sidelit daylight zone shall extend laterally to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 1.0 times the height from the floor to the bottom of the fenestration, whichever is less, and longitudinally from the edge of the fenestration to the nearest obstruction that is taller than 0.7 times the ceiling height, or up to 0.25 times the height from the floor to the bottom of the fenestration, whichever is less, as indicated in Figures C405.2.4.2(2) and C405.2.4.2(3).
3. The area of the fenestration is not less than 24 square feet (2.23 m^2).
4. The distance from the fenestration to any building or geological formation that would block access to daylight is greater than one-half of the height from the bottom of the fenestration to the top of the building or geologic formation.
5. The visible transmittance of the fenestration is not less than 0.20.
6. The projection factor (determined in accordance with Equation 4-5) for any overhanging projection that is shading the fenestration is not greater than 1.0 for fenestration oriented 45 degrees or less from true north and not greater than 1.5 for all other orientations.

(y) Building façade and landscape lighting. Section C405.2.7.2 is hereby deleted in its entirety.

(z) Parking garage lighting control. Section C405.2.8 is hereby deleted in its entirety.

(aa) Automatic receptacle control. Sections C405.11-405.11.1 is hereby deleted in their entirety.

(bb) Energy monitoring. Sections C405.12-C405.12.5 is hereby deleted in their entirety.

(cc) Mechanical systems and service water-heating systems commissioning and completion requirements. Section C408.2 is hereby amended to read as follows:

C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the completion of the systems adjusting and balancing shall be completed with the provisions of this section.

(dd) Commissioning plan. Section C408.2.1 is hereby deleted in its entirety.

(ee) Preliminary commissioning report. Section C408.2.4 is hereby deleted in its entirety.

(ff) Acceptance of report. Section C408.2.4.1 is hereby deleted in its entirety.

(gg) Copy of report. Section C408.2.4.2 is hereby deleted in its entirety.

(hh) Functional testing. Section C408.3.1 is hereby amended to read as follows:

C408.3.1 Functional testing. Prior to passing final inspection, provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed and in proper working condition in accordance with the *construction documents* and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 and C408.3.1.2 for the applicable control type.

§ 28.16.005 **Amendments - Residential.**

(a) Above code programs. Section R102.1.1 is hereby amended to read as follows:

R102.1.1 Above code programs. The *code official* or other authority having jurisdiction shall be permitted to deem a national, state or local energy-efficiency program to exceed the energy efficiency required by this code. *Buildings approved* in writing by such an energy-efficiency program shall be considered in compliance with this code.

(b) Information on construction documents. Section R103.2 is hereby deleted in its entirety.

(c) Interior design conditions. Section R302.1 is hereby deleted in its entirety.

(d) Application. Section R401.2 is hereby amended to read as follows:

R401.2 Application. Residential buildings shall comply with either Sections R401.2.1, R401.2.2, R401.2.3 or R401.2.4.

Exception: Additions, alternations, repairs and changes of occupancy to existing

buildings complying with Chapter 5.

(e) Additional energy efficiency. Section R401.2.5 is hereby deleted in its entirety.

(f) Maximum Assembly U-Factors[a] and Fenestration Requirements. Table 402.1.2 is amended to read as follows:

TABLE R402.1.2
MAXIMUM ASSEMBLY *U*-FACTORS[a]
AND FENESTRATION REQUIREMENTS
FOR CLIMATE ZONE 3

Fenestration U-Factor	0.30
Skylight U-Factor	0.55
Glazed Fenestration SHGC[d]	0.25
Ceiling U-Factor	0.026
Wood Frame Wall U-Factor	0.084
Mass Wall U-Factor[b]	0.098
Floor U-Factor	0.047
Basement Wall U-Factor	0.360
Crawl Space Wall U-Factor	0.136

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.
b. Mass walls shall be in accordance with Section R402.2.5. Where more than half the insulation is on the interior, the mass wall U-factors shall not exceed 0.12 in Climate Zone 3.
c. In Warm Humid locations as defined by Figure R301.1 and Table R301.1, the basement wall U-factor shall not exceed 0.360.
d. The SHGC column applies to all glazed fenestration.
Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

(g) Insulation Minimum R-Values and Fenestration Requirements by Component. Table R402.1.3 is hereby amended to read as follows:

Table R402.1.3
INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT[a] FOR CLIMATE ZONE 3

Fenestration U-Factor[b,i]	0.30[j]
Skylight[b] U-Factor	0.55
Glazed Fenesration SHGC[b,e]	0.25
Ceiling R-Value	38
Wood Frame Wall R-Value	13
Mass Wall R-Value[i]	8/13
Floor R-Value	19
Basement[c,g] Wall R-Value	0
Slab[d] R-Value & Depth	0
Crawl Space[c] Wall R-Value	5ci or 13[f]

a. R-values are minimums. U-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation R-value of the insulation shall be not less than the R-value specified in the table.

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
Exception: In Climate Zones 0 through 3, skylights shall be permitted to be excluded from glazed fenestration SHGC requirements provided that the SHGC for such skylights does not exceed 0.30.

c. "5ci or 13"means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.

e. There are no SHGC requirements in the Marine Zone.

f. Basement wall insulation is not required in Warm Humid locations as

defined by Figure R301.1 and Table R301.1.

g. The first value is cavity insulation; the second value is continuous insulation.

h. Mass walls shall be in accordance with Section R402.2.5. The second R-value applies where more than half of the insulation is on the interior of the mass wall.

i. A maximum U-factor of 0.32 shall apply in Climate Zones 3 through 8 to vertical fenestration products installed in buildings located either:

1. Above 4,000 feet in elevation, or
2. In windborne debris regions where protection of openings is required by Section R301.2.1.2 of the *International Residential Code*.

j. For impact rated fenestration complying with Section R301.2.1.2 of the International Residential Code or Section 1609.1.2 of the International Building Code, the maximum U-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.

(h) Air leakage. Section R402.4 is hereby amended to read as follows:

R402.4 Air leakage. The *building thermal envelope* shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1 through R402.4.4.

(i) Testing. Section R402.4.1.2 is hereby deleted in its entirety.

(j) Rooms containing fuel-burning appliances. Section R402.4.4 is hereby deleted in its entirety.

(k) Ducts located outside conditioned space. Section R403.3.1 on or before 7/1/2024 is hereby amended to read as follows:

R403.3.1 Ducts located outside conditioned space. Supply and return ducts in attics shall be insulated to a minimum of R-6. Supply and return ducts in other portions of the building shall be insulated to a minimum of R-6.

(l) Duct testing. Section R403.3.5 is hereby deleted in its entirety.

(m) Duct leakage Section R403.3.6 is hereby deleted in its entirety.

(n) Circulation systems. Section R403.5.1.1 is hereby amended to read as follows:

R403.5.1.1 Circulation systems. Heated water circulation systems shall be provided with a circulation pump. The system return pipe shall be a dedicated return pipe or a cold water supply pipe. Gravity and thermosyphon circulation systems shall be prohibited. Circulation pump shall be controlled by a seven-day time clock, aqua stat, or a combination of both devices.

(o) Testing. Section R403.6.3 is hereby deleted in its entirety.

(p) Covers. Section R403.10.3 is hereby deleted in its entirety.

(q) Lighting equipment. Section R404.1 is hereby amended to read as follows:

R404.1 Lighting equipment. Not less than 90 percent of the permanently installed lighting fixtures, excluding kitchen appliance lighting fixtures, shall contain only high-efficacy lighting sources.

(r) Exterior lighting. Section R404.1.1 is hereby deleted in its entirety.

(s) Interior lighting controls. Section R404.2 is hereby deleted in its entirety.

(t) Exterior lighting controls. Section R404.3 is hereby deleted in its entirety.

(u) ADDITIONAL EFFICIENCY PACKAGE OPTIONS. Section R408 is hereby deleted in its entirety.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

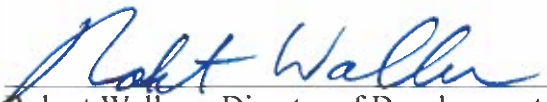
_____

TRAY PAYNE, MAYOR

ATTEST:

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:



Robert Wallace, Director of Development Services

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

AI# 12284
Regular City Council Meeting
03/05/2024:

6. 8.

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance adding Article 28.17 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Existing Building Code.

Item Summary

The International Existing Building Code is a model building code that covers repair, alteration, addition and change of occupancy for existing buildings while achieving appropriate levels of safety without requiring full compliance with the new construction requirements contained in the other International Codes. The intent of this code is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements that provide a reasonable level of safety, health, property protection and general welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City of Lubbock to suit unique local conditions. The proposed ordinance will be newly adopted with the 2021 edition being the initial code reference.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Existing Building Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY ADDING ARTICLE 28.17 WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL EXISITING BUILDING CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Existing Building Code for the City of Lubbock with certain amendments thereto to meet local conditions; **NOW THEREFORE:**

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

SECTION 1. THAT That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding an article, to be numbered Article 28.17, which said article reads as follows:

ARTICLE 28.17

INTERNATIONAL EXISTING BUILDING CODE

§ 28.17.001. **Adopted.**

The 2021 edition of the International Existing Building Code, as published by the International Code Council, Inc., as hereinafter amended, is hereby adopted as the existing building code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the existing building code in this chapter or to "this code" within this article shall mean and refer to the 2021 edition of the International Existing Building Code as amended herein. One copy of the 2021 International Existing Building Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.17.002. **Coordination of administrative provisions.**

TABLE 28.17.002

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Existing Building Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
108.6	Fee refunds	28.05.109
113.4	Violation penalties	28.02.006
114.1	Stop work orders	28.02.007
112	Means of appeals	2.03.491-2.03.501

§ 28.17.003. **Amendments.**

(a) Referenced codes and standards. Section 102.4 is hereby amended to read as follows:

102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall govern.

(b) Certificate issued. Section 110.2 is hereby amended to read as follows:

110.2 Certificate issued. After the *code official* inspects the structure and does not find violations of the provisions of this code or other laws that are enforced by the department, the *code official* shall issue a certificate of occupancy that contains the following:

1. The permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. The name of the *code official.*

7. The edition of the code under which the permit was issued.

8. The use and occupancy in accordance with the provisions of the *International Building Code.*

9. The type of construction as defined in the *International Building Code.*

10. The design occupant load and any impact the *alteration* has on the design occupant load of the area not within the scope of the work.

11. Any special stipulations and conditions of the building permit.

(c) Scope. Section 306.1 is hereby amended to read as follows:

306.1 Scope. The provisions of Sections 306.1 through 306.7.16 apply to maintenance and *repair*, *change of occupancy*, *additions* and *alterations* to *existing buildings*, including those identified as *historic buildings*.

Exception:
1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.
2. If the cost of the project is less than $50K, it must comply with ICC A117.1, or shall be reviewed and inspected to the Texas accessibility Standards by a Registered Accessibility Specialist.

(d) Design. Section 306.2 is hereby amended to read as follows:

306.2 Design. Buildings and *facilities* shall be designed and constructed to be accessible in accordance with this code and the *alteration* and *existing building* provisions in ICC A117.1, as applicable.

Exception: Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section. Projects with a valuation of less than $50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building *code official.*

(c) Flood hazard areas. Section 401.3 is hereby deleted in its entirety.

(f) Flood hazard areas. Section 405.2.6 is hereby deleted in its entirety.

(g) Material. Section 406.1 is hereby amended to read as follows:

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

(h) Flood hazard areas. Section 502.3 is hereby deleted in its entirety.

(i) Flood hazard areas. Section 503.2 is hereby deleted in its entirety.

(j) Enhanced classroom acoustics. Section 503.16 is hereby amended to read as follows:

503.16 Enhanced classroom acoustics. In Group E occupancies, where the *work area* exceeds 50 percent of the building area, enhanced classroom acoustics shall be provided in all classrooms with a volume of 20,000 cubic feet (565 m^3) or less. Enhanced classroom acoustics shall comply with the reverberation time in Section 808 of ICC A117.1.

Exception: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

(k) Existing fire escapes. Section 504.1.2 is hereby amended to read as follows:

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a component in the means of egress in *existing buildings* only, where approved by the Building Code Official and Fire Official. Existing fire escapes shall be permitted to be repaired or replaced. Ladders of any type are prohibited on fire escapes used as a required means of egress.

(l) New fire escapes. Section 504.1.3 is hereby deleted in its entirety.

(m) Flood hazard areas. Section 507.3 is hereby deleted in its entirety.

(n) Flood hazard areas. Section 701.3 is hereby deleted in its entirety.

(o) Materials and methods. Section 702.7 is hereby amended to read as follows:

702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and

International Plumbing Code, as applicable, that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

(p) Minimum requirement. Section 802.5.1 is hereby amended to read as follows:

802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including *mezzanines*, *equipment platforms*, *aisles*, *stairs*, *ramps*, and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

(q) Scope of Fire Protection. Section 803.1 is hereby amended to read as follows:

803.1 Scope. The requirements of this section shall be limited to *work areas* in which Level 2 *alterations* are being performed, and where specified they shall apply throughout the floor on which the *work areas* are located or otherwise beyond the *work area*.

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by fire walls or fire barriers containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

(r) Supervision. Section 803.2.6 is hereby amended to read as follows:

803.2.6 Supervision. Fire sprinkler systems required by this section shall be supervised by one of the following methods:

1. *Approved* central station system in accordance with NFPA 72.
2. *Approved* proprietary system in accordance with NFPA 72.
3. *Approved* remote station system of the jurisdiction in accordance with NFPA 72.
4. Where *approved* by the *code official*, *approved* local alarm service that will cause the sounding of an alarm in accordance with NFPA 72.

Exception: Supervision is not required where the Fire Code does not require such for new construction.

(s) Standpipes. Section 803.3 is hereby amended to read as follows:

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.

(t) General. Section 804.2 is hereby amended to read as follows:

804.2 General. The means of egress shall comply with the requirements of this section.

Exception: Means of egress complying with the requirements of the building code under which the building was constructed shall be considered to be compliant means of egress if, in the opinion of the *code official*, they do not constitute a distinct hazard to life.

(u) Fire escapes required. Section 804.4.1.2 is hereby amended to read as follows:

804.4.1.2 Fire escapes required. Where more than one exit is required, an existing fire escape complying with Section 804.4.1.2.1 shall be accepted as providing one of the required means of egress, where approved by the Building Code Official and Fire Official.

(v) Fire escape access and details. Section 804.4.1.2.1 is hereby amended to read as follows:

804.4.1.2.1 Fire escape access and details. Fire escapes shall comply with all of the following requirements:

1. Occupants shall have unobstructed access to the fire escape without having to pass through a room subject to locking.

2. Access to a fire escape shall be through a door, except that windows shall be permitted to provide access from a single dwelling units or sleeping units in Group R-1, R-2 and I-1 occupancies or to provide access from spaces having a maximum occupant load of 10 in other occupancy classifications.

    2.1. The window shall have a minimum net clear opening of 5.7 square feet (0.53 m^2) or 5 square feet (0.46 m^2) where located at grade

    2.2. The minimum net clear opening height shall be 24 inches (610 mm) and net clear opening width shall be 20 inches (508 mm).

    2.3. The bottom of the clear opening shall not be greater than 44 inches (1118 mm) above the floor.

    2.4. The operation of the window shall comply with the operational constraints of the *International Building Code*.

3. Openings within 10 feet (3048 mm) of fire escapes stairways shall be protected by fire assemblies having a minimum ¾ - hour fire-resistance ratings.
Exception: Opening protection shall not be required in buildings equipped throughout with an *approved* automatic sprinkler system.

4. Ladders of any type are prohibited on fire escapes used as a required means of egress.

(w) Transoms. Section 804.6.2 is hereby amended to read as follows:

804.6.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1, and R-2 occupancies, all transoms in corridor walls in *work areas* shall be either glazed with ¼ - inch (6.4 mm) wired glass set in metal frames or other glazing assemblies having a fire protection rating as required for the door and permanently secured in the closed position or sealed with materials consistent with the corridor construction.

(x) Automatic sprinkler systems. Section 904.1 is hereby amended to read as follows:

904.1 Automatic sprinkler systems. An automatic sprinkler system shall be provided in a *work area* where required by Section 803.2 or this section.

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by fire walls or fire barriers containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

(y) High-rise buildings. Section 904.1.1 is hereby amended to read as follows:

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in *work areas* of high-rise buildings.

(z) Fire sprinkler system. Section 1011.2.1 is hereby amended to read as follows:

1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a *change occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the *International Building* Code. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

1. Fire barrier, as required by Section 707 of the *International Building*

Code.

2. Fire wall, as required by Section 706 of the *International Building Code.*

Exceptions.

1. An automatic sprinkler system shall not be required in a one- or two-family dwelling constructed in accordance with the *International Residential Code.*

2. Automatic sprinkler system shall not be required in a townhouse constructed in accordance with the *International Residential Code.*

3. The townhouse shall be separated from adjoining units in accordance with Section R302.2 of the *International Residential Code.*

(aa) Fire separations. Section 1102.2.1 is hereby added to read as follows:

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

(bb) Flood hazard areas. Section 1103.3 is hereby deleted in its entirety.

(cc) Flood hazard areas. Section 1201.4 is hereby deleted in its entirety.

(dd) Compliance with other codes. Section 1301.3.2 is hereby amended to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

(ee) Compliance with flood hazard provisions. Section 1301.3.3 is hereby deleted in its entirety.

(ff) Conformance. Section 1401.2 is hereby amended to read as follows:

1401.2 Conformance. The building shall be safe for human occupancy as determined by the *International Fire Code* and City of Lubbock's Property Maintenance Code. Any *repair*, *alteration* or *change of occupancy* undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply

with the requirements of the *International Building Code* or the *International Residential Code*, as applicable.

(gg) Flood hazard areas. Section 1402.6 is hereby deleted in its entirety.

(hh) Moved structures permits and procedures. Section 1403 is hereby added to read as follows:

SECTION 1403

MOVED STRUCTURES PERMITS AND PROCEDURES

1403.1 Permit required to move building or structure. Except as set forth herein, no person or persons shall hereafter move any building into, or out of, the city limits, or from one location to another within the city limits, where the same shall be moved in, through, or upon the streets, alleys, avenues, or public grounds, unless said person shall first secure a permit to do so from the building official. Violation of this section is deemed a misdemeanor punishable by fine in accordance with Section 1.01.004 of the Code of Ordinances of the city.

Building/Structure movement permits shall not be required for the following:

1. Portable building units, as the same are defined by Section 623.121 of the Texas Transportation Code, that are moved solely upon State highways within the corporate limits.

2. The movement of portable buildings not exceeding 14 feet in loaded width or height, or 40' in loaded length, as the case may be.

3. The movement and installation of Housing and Urban Development (HUD)-Code manufactured homes by persons licensed by the state to do so, and otherwise in conformance with the procedures, rules, and requirements set forth in the administrative rules of the Texas Department of Housing and Community Affairs at 10 TAC Chapter 80.

4. The movement and installation of industrialized housing and buildings and their component parts by persons licensed by the state to do so, and otherwise in conformance with the procedures, rules, and requirements set forth in the administrative rules of the Texas Department of Licensing and Regulation at 16 TAC Chapter 70.

5. The movement of industrialized buildings or buildings that are otherwise pre-built or manufactured within the city limits and intended solely for export and installation outside the city limits.

1403.2 Moving contractors to be registered, bonded, and insured. Persons engaged in moving buildings and structures pursuant to this chapter (hereafter referred to as

"moving contractors") shall be registered with the city in accordance with Section 28.04.001 of the Code of Ordinances. Notwithstanding any provision to the contrary, such contractors shall give bond to the city pursuant to Section 28.04.003, in addition to being insured pursuant to Section 28.04.004. In lieu of the respective coverage amounts specified therein, the minimum coverage amounts for purposes of this section shall be as follows:

1. Compliance bond: $25,000.00.

2. Commercial general liability insurance: $300,000.00.

3. Commercial automobile insurance: $500,000.00 per vehicle.

Any bond or insurance provided pursuant to this section shall be effective and fully paid and maintained in compliance with the certificates provided the city through the date that the bonded or insured activity is finally completed.

1403.3 Conformance; minimum standards. All buildings or structures moved into or within the city shall conform to the applicable standards as set forth in 1403.3.1 through 1403.3.4 below.

1403.3.1 Current building standards applicable. Buildings and structures moved into or within the city shall comply, or be altered to comply with the applicable provisions of the Code of Ordinances and Unified Development Code for new buildings and structures, including, without limitation, all building, structural, plumbing, fuel gas, mechanical, and electrical systems.

1403.3.2 Certain manufactured homes ("mobile homes") prohibited. Manufactured homes that were manufactured prior to June 15, 1976, and therefore not in accordance with HUD standards (defined as "mobile homes" by the Texas Manufactured Housing Standards Act) shall not be installed or relocated within the city limits. Violation of this section is deemed a misdemeanor punishable by fine in accordance with Section 1.01.004 of the Code of Ordinances.

Exception: Owner-occupied mobile homes, as defined herein, lawfully in place within the corporate limits on the effective date of this section, that are subsequently determined by inspection to be in conformance with the minimum housing standards contained within the property maintenance code as referenced in Chapter 34 of the Code of Ordinances.

1403.3.3 Mobile home replacement authorized. A mobile home, as defined in Section 1403.3.2 above, previously lawfully placed and installed on a lot or parcel within the city limits, may be replaced by a HUD-code manufactured home (manufactured on or after June 15, 1976 in accordance with HUD standards) in accordance with applicable requirements of the Unified

Development Code in order to facilitate upgraded, safer housing. Manufactured homes not of new manufacture are subject to inspection by the building official to determine compliance with minimum acceptable standards for safety as outlined in this chapter, and by the structural standards administrator to determine compliance with minimum housing standards contained within the property maintenance code.

1403.3.4 Minimum housing standards. Moved buildings that will serve as dwelling units shall comply with the residential provisions of the International Residential Code or the International Building Code, as applicable. Where it is technically infeasible to comply with a provision of said code(s), the building official may apply the provisions of the International Existing Buildings Code and/or the minimum housing standards contained within the property maintenance code contained in Chapter 34 of the Code of Ordinances.

1403.4 Procedures. The procedures set forth within 1403.4.1 through 1403.4.5 shall be followed with regard to the movement of all buildings and structures pursuant to this chapter.

1403.4.1 Permit application and review. The moving contractor shall apply for a moving permit on forms provided by the building official.

1403.4.2 Investigative inspection and report. Prior to issuance of the moving permit the building official shall inspect, or cause to be inspected, the building or structure proposed to be moved, provided that the building owner or mover shall first pay an investigative inspection fee of an established amount approved by the city council. Buildings or structures more than ten (10) years old are exempt from investigative inspections, in lieu they require a structural report performed by a State of Texas licensed engineer certifying the structural integrity for the transportation.

1403.4.3 Conditional approval. The building official may issue the permit subject to any and all requirements or conditions placed by other requirements of this chapter. All such requirements and conditions shall be incorporated into the permit, and are considered legal requirements for the purposes of compliance with this chapter.

1403.4.4 Building to be moved beyond the city limits. The building official may issue a permit to move a building or structure at least five thousand (5,000) feet outside of the city limits.

1403.4.5 Denial of permit. The building official shall deny a moving permit under any of the following circumstances:

1. Where the city or any public utility companies owning overhead infrastructure, including but not limited to wires and

cables, have not first examined the proposed movement route to determine that: (a) it owns no lines along the route; and/or (b) that the proposed movement of the building or structure will not require the removal or cutting of any overhead infrastructure. All routes approved by the city or a public utility company must be evidenced by attested, authorized signature.

2. Where the department of traffic engineering has not first examined the proposed movement route to determine that no traffic signal mast arm will require removal or adjustment in order to accommodate the building or structure. Approval of the proposed route must be evidenced by attested, authorized signature.

3. Where the department of traffic engineering, fire department or police department have not first approved the proposed movement route for the dates and times specified in the application, as attested by the signatures of the authorities having jurisdiction;

4. Where the parties are not otherwise in full compliance with the provisions of the Code of Ordinances, as determined solely by the city, including the specific responsibilities of the parties outlined in Section 1403.5.

1403.5 Responsibilities of the parties. The specific responsibilities of the parties involved in the movement of buildings or structures shall be as stipulated in Sections 1403.5.1 through 1403.5.3 below. Where the destination lot is outside the corporate limits of the city, Sections 1403.5.1(4)(a) and 1403.5.3 shall not apply.

1403.5.1 Moving contractor. The moving contractor shall perform the following:

1. Obtain and maintain all required insurance policies, bonds, permits, and approvals as necessary to initiate and complete the project in a lawful manner.

2. Obtain necessary permit applications from the building official, identify the route, date(s), and time(s) of the proposed move, including the locations and durations of any temporary storage ("stack lot") locations, and secure the approval of all city and franchise utility companies, the City of Lubbock Traffic Engineering Department, the Texas Department of Transportation, as applicable, and emergency service providers, including, but not limited to, the Lubbock Police Department, Lubbock Fire Department, and Lubbock emergency medical

services providers, as specified in Section 1403.4.5.

3. Lots where the final destination is located within the corporate limits of the city:

   a. Confirm that the destination lot/building owner has obtained necessary building permits for construction of a permanent foundation system, has completed said construction and received final inspection approval for same pursuant to Section 1403.5.3 item #2;

   b. Arrange and pay for a police department escort along the moving route in accordance with applicable police department policy; and

   c. Obtain necessary moving permits from the building official.

4. Coordinate with the appropriate utility companies to disconnect and make safe all sources of electricity, water, fuel gas, and sanitary sewer. Sanitary sewer outlets shall be capped or otherwise secured from rainwater infiltration. Electricity shall be disconnected at the transformer or through removal of the meter and sealing of the meter socket against unauthorized entry. Fuel gas shall be shut off at the meter.

5. Provide proper and adequate safeguards for the public, employees, and adjoining property during demolition and lot clearing activities, including compliance with Section 3303 of the International Building Code and obtaining street barricade permits where necessary for protection of/from vehicular traffic.

6. In coordination with the appropriate department, agency, or franchise utility company, repair all damage to public improvements incurred during demolition and building movement activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches, utility lines, sign posts, traffic signals, and drainage structures along the moving route.

   Failure to comply with item (4), (5) or (6) of this section is deemed a misdemeanor punishable by fine in accordance with Section 1.01.004 of the Code of Ordinances.

1403.5.2 Origin lot owner. The owner of the lot from which the building is

moved shall perform the following immediately after the building is removed from the lot:

1. Fill all open excavations with clean fill dirt (no rubble or trash to be used).

2. Re-establish lot grades to convey storm water runoff to the street, alley, or other approved conveyance without ponding and without directing storm water runoff onto other private property.

3. Clear the lot of all trash, rubbish, building debris, dead shrubbery, tree limbs, etc.

4. Cap all sanitary sewer outlets or otherwise secure them from rainwater infiltration.

5. In coordination with the appropriate department or franchise utility, repair all damage to public improvements incurred during the demolition and building movement activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches, utility lines, sign posts, and drainage structures within the lot frontage.

Failure to comply with items (1)-(5) of this section is deemed a misdemeanor punishable by fine in accordance with Section 1.01.004 of the Code of Ordinances of the city.

1403.5.3 Destination lot/building owner. The owner of the lot to which the building is moved shall perform the following:

1. Prior to arranging for movement of the building, obtain an investigative inspection of the building to determine the degree of renovation necessary to bring the building's structural, plumbing, electrical, mechanical and fuel gas systems up to minimum standards for new construction, as determined by the applicable technical codes adopted under Chapter 28 of the Code of Ordinances. Where the lot of origin is not within the city limits, the building owner shall conform to building inspection department policy with regard to arrangement of inspections and payment therefor.

2. Construct and obtain inspection approval of required permanent foundation systems in preparation for final placement and attachment of the building. All necessary permits for the foundation system must be obtained prior to construction.

3. Upon placement and attachment of the building, complete all required renovations to bring the building up to current standards as required by Section 1403.3 within the time frames stipulated in Section 1403.6.

4. Complete all required work to comply with any conditions of approval established in the review for the foundation permit, within stipulated time frames.

1403.6 Violations; public nuisance. Except as provided herein, any of the conditions identified in Sections 1403.6.1 through 1403.6.3 are deemed unlawful hazards to public health and safety and therefore constitute misdemeanors punishable by fine in accordance with Section 1.01.004 of the Code of Ordinances. Said conditions are also declared public nuisances, and shall be referred by the building official to the structural standards administrator for disposition pursuant to Section 1102 of the property maintenance code as set forth in Chapter 34 of the Code of Ordinances.

1403.6.1. Building detached from foundation. Any building that has been detached for more than thirty (30) days from its foundations in preparation for a move, or that has been moved from its original location and has not been affixed to its permanent foundation in accordance with the building code within thirty (30) days of the issue date of the moving permit.

1403.6.2 Building not in conformance with Code of Ordinances. Any moved building not brought into compliance with all relevant sections of all city codes within 180 days from the date the foundation permit is first issued for the destination lot.

1403.6.3 Building not in conformance with stipulated conditions. A building that has been secured against entry and moved to an appropriately-zoned temporary location ("stack lot") that is fenced or otherwise secured from public access so as not to create an attractive nuisance or to present a hazard to the public from overturning pending eventual movement to the destination lot shall not be considered a violation under Section 1403.6.1, so long as the temporary location is identified at the time of moving permit application, and further is for a pre-determined, temporary duration not to exceed 180 days.

(ii) When required. Section 1509.1 is hereby amended to read as follows:

1509.1 When required. An *approved* water supply for fire protection, either temporary or permanent, shall be made before combustible vertical construction begins. The water supply design and timing of the water supply installation relative to building construction shall comply with the adopted Fire Code.

(jj) Water supply for fire protection. Sections 1509.2 through 1509.5 is hereby deleted

in their entirety.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance adding Article 28.18 to the City of Lubbock Code of Ordinances with adoption of the 2021 International Swimming Pool and Spa Code.

Item Summary

The International Swimming Pool and Spa Code is a model building code that establishes minimum requirements for the design, construction, alteration, repair and maintenance of swimming pools, spas, hot tubs and aquatic facilities. This code is founded on principles intended to establish provisions consistent with the scope of a swimming pool and spa code that adequately protects public health, safety and welfare. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City of Lubbock to suit unique local conditions. Adoption of the International Swimming Pool and Spa Code became mandatory for municipalities that elect to regulate pools or spas with the passage of H.B. 2858 during the 86th legislative session in 2019. The proposed ordinance will be newly adopted with the 2021 edition being the initial code reference.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

2021 International Swimming Pool and Spa Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY ADDING ARTICLE 28.18 WITH REGARD TO ADOPTION OF THE 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2021 International Swimming Pool And Spa Code for the City of Lubbock with certain amendments thereto to meet local conditions; **NOW THEREFORE:**

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

SECTION 1. THAT That the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding an article, to be numbered Article 28.18, which said article reads as follows:

ARTICLE 28.18
INTERNATIONAL SWIMMING POOL AND SPA CODE

§ 28.17.001. **Adopted.**

The 2021 edition of the 2021 International Swimming Pool And Spa Code, as published by the International Code Council, Inc., as hereinafter amended, is hereby adopted as the swimming pool and spa code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the existing building code in this chapter or to "this code" within this article shall mean and refer to the 2021 edition of the 2021 International Swimming Pool and Spa Code as amended herein. One copy of the 2021 2021 International Swimming Pool and Spa Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

§ 28.17.002. **Coordination of administrative provisions.**

TABLE 28.18.002

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2021 International Swimming Pool and Spa Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
108.6	Fee refunds	28.05.109
113.4	Violation penalties	28.02.006
114.1	Stop work orders	28.02.007
111	Means of appeals	2.03.495-2.03.501
112	Board of Appeals	2.03.491–2.03.494

§ 28.17.003. **Amendments.**

(a) Other laws. Section 102.9 is hereby amended to read as follows:

102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

1. Texas Department of State Health Services (TDSHS); Standards for Public Pools and Spas; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).

2. Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS), TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with 2012 TAS, Section 242.(TAS rules do not apply to pools serving one- and two-family dwellings or townhouses).

   Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

(b) Violation penalties. Section113.4 is hereby amended to read as follows:

113.4 Violation penalties. Any person who shall violate a provision of this

code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the *authority having jurisdiction*.

(c) Pools and spas located where floodways have not been designated. Section 304.2.2 is hereby amended to read as follows:

Section 304.2.2 Pools and spas located where floodways have not been designated. Where pools are located where design flood elevations are specified but floodways have not been designated, the applicant shall provide a floodway analysis that demonstrates that the proposed pool will not increase the design flood elevation more than 1 foot (305 mm) at any point within the jurisdiction. Such analysis shall also demonstrate compliance with the Unified Development Code (UDC).

(d) Barrier requirements. Section 305.1 is hereby amended to read as follows:

305.1 General. The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In only one- and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

(e) Chain link fencing prohibited. A new Section 305.2.7.1 is hereby added, which shall read as follows:

305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

(f) Structure wall as a barrier. Section 305.4 is hereby amended to read as follows:

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure of a one- and two-family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Operable windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor, doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be *listed* and labeled as a water hazard entrance alarm in accordance with UL 2017.

2. In dwellings that are required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) above the finished floor.

3. In dwellings that are required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1219 mm) above the finished floor.

4. In structures other than dwellings, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372 mm) and not less than 48 inches (1220 mm) above the finished floor.

5. A *safety cover* that is *listed* and *labeled* in accordance with ASTM F1346 is installed for the pools and spas.

6. An *approved* means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by Item 1 or 2.

(g) Natural barriers. Section 305.6 is hereby amended to read as follows:

305.6 Natural barriers used in a one- and two-family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

(h) Accessibility. Section 307.1.4 is hereby amended to read as follows:

307.1.4 Accessibility. An accessible route to public pools and spas shall be provided in accordance with the *International Building Code*. Accessibility within public pools and spas shall be provided as required by the accessible recreational facilities provisions of the *International Building Code*. Pool and spa lifts providing an accessible means of entry into the water shall be

listed and labeled in accordance with UL 60335-2-1000 and be installed in accordance with ICC A117.1 and NFPA 70.

Exception: Components of projects regulated by and registered with the Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

(i) Adjacency to structural foundation. A new Section 307.2.2.2 is hereby added, which shall read as follows:

307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception: A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

(j) Suction entrapment avoidance. Section 310.1 is hereby amended to read as follows:

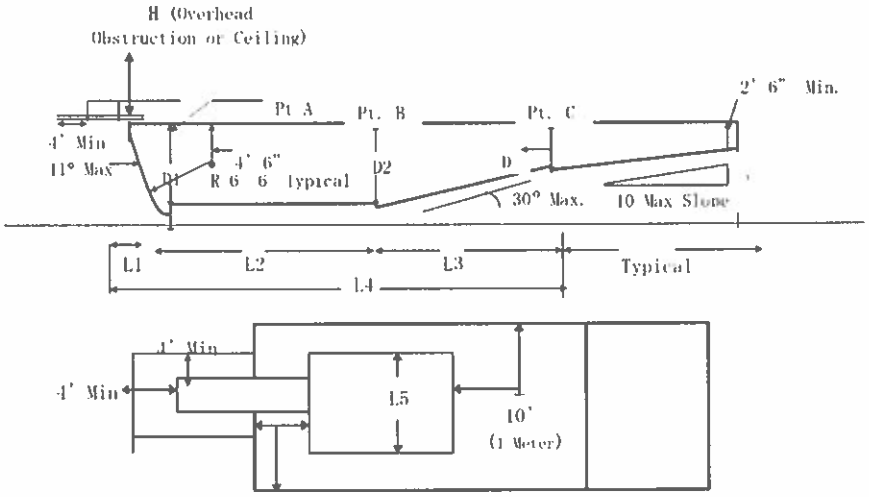
310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 (ANSI/PHTA/ICC 7) or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190.

(k) Water envelopes. Section 402.12 is hereby amended to read as follows:

402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6).

Figure: 25 TAC §265.186(e)(6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Maximum Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plummet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plummet to Adjacent Plummet	10 ft.	10 ft.	10 ft.



(l) Minimum diving water envelopes. Table 402.12 is hereby deleted in its entirety.

(m) Construction dimensions for water envelopes for Class B and Class C pools. Figure 402.12 is hereby deleted in its entirety.

(n) Tread dimensions and area. Section 411.2.1 is hereby amended to read as follows:

411.2.1 Tread dimensions and area. Treads shall have a minimum

unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.

(o) Tread risers. Section 411.2.2 is hereby amended to read as follows:

411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero.

(p) Swimouts. Section 411.5.1 is hereby amended to read as follows:

411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. The horizontal surface shall be not greater than 20 inches (508 mm) below the waterline.

2. An unobstructed surface shall be provided that is equal to or greater than that required for the top tread of the pool stairs in accordance with Section 411.2.

3. Where used as an entry and exit access, swimouts shall be provided with steps that comply with the pool stair requirements of Section 411.2.

4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

(q) Underwater seats and benches. Section 411.5.2 is hereby amended to read as follows:

411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. The horizontal surface shall be not greater than 20 inches (508mm) below the waterline.

2. An unobstructed surface shall be provided that is not less than 10 inches (254 mm) in depth and not less than 24 inches (607 mm) in width.

3. Underwater seats and benches shall not be used as the required entry and exit access.

4. Where underwater seats are located in the deep area of the pool where manufactured or constructed diving equipment is installed, such seats shall be located outside of the minimum diving water envelope for diving equipment.

5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

6. The horizontal surface shall be at or below the waterline.

7. A tanning ledge or sun shelf used as the required entry and exit access shall be located not greater than 12 inches (305 mm) below the waterline.

(r) Uniform height of 10 inches. Section 610.5.1 is hereby amended to read as follows:

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (254 mm). The bottom riser height shall be permitted to vary from the other risers.

(s) Diving water envelopes. Section 804.1 is hereby amended to read as follows:

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Wallace, Director of Development Services

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 1st Reading - Building Safety: Consider an ordinance amending Chapter 28 "Building Regulations" Articles 28.01 - 28.08 of the City of Lubbock Code of Ordinances to reflect adoption of the 2021 International Codes and 2020 National Electrical Code.

Item Summary

Chapter 28 of the City of Lubbock Code of Ordinances Articles 28.01 – 28.08 details the general provisions related to all model building codes adopted in Articles 28.09 – 28.18. These include provisions related to administration and enforcement, materials, equipment and methods, contractor registration, permits and inspections, Certificate of Use and Occupancy, movement and relocation of structures, and demolition of structures.

The proposed administrative amendments will update the current City of Lubbock ordinance provisions to reference the 2021 International Building Code, 2021 International Residential Code, 2021 International Plumbing Code, 2021 International Mechanical Code, 2021 International Fuel Gas Code, 2021 International Energy Conservation Code, 2021 International Existing Building Code, 2021 International Swimming Pool and Spas Code, and 2020 National Electrical Code editions considered for adoption.

Fiscal Impact

None

Staff/Board Recommending

Erik Rejino, Assistant City Manager
Robert Wallace, Director of Development Services
Model Codes and Construction Advisory Board

Attachments

Articles 28.01-28.08 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLES 28.01, 28.02. 28.03, 28.04, 28.05, 28.06, 28.07, AND 28.08 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO THE GENERAL PROVISIONS OF BUILDING REGULATIONS, ADMINISTRATION AND ENFORCEMENT OF BUILDING REGULATIONS, MATERIALS, EQUIPMENT AND METHODS RELATED TO BUILDING REGULATIONS, CONTRACTOR REGISTRATION, PERMITS AND INSPECTIONS, CERTIFICATE OF USE AND OCCUPANCY PROVISIONS, MOVEMENT AND RELOCATION OF STRUCTURES, AND DEMOLITION OF BUILDINGS AND STRUCTURES; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock to protect their health, safety, and welfare to make the following amendments to: the general provisions of building regulations; administration and enforcement of building regulations; materials, equipment and methods related to building regulations; contractor registration; permits and inspections; certificate of use and occupancy provisions; movement and relocation of structures; and demolition of buildings and structures; and

WHEREAS, the City Council hereby exercises its authority under Article 11, Section 5, of the Texas Constitution as a home rule city to enact regulations not inconsistent with the general laws of the State of Texas in the interest of the health, safety and welfare of the citizens of the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT Articles 28.01, 28.02. 28.03, 28.04, 28.05, 28.06, 28.07, and 28.08 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.01
GENERAL PROVISIONS

§ 28.01.001 **Title.**

The regulations contained in Articles **28.01** through **28.18** of this chapter shall be collectively known as the building code of the City of Lubbock, hereinafter referred to as "this code."

Editor's note – Terms italicized in Articles 28.01 – 28.09, other than document titles, are defined in Chapter 2 of the International Building Code. Terms italicized in Articles 28.10 – 28.18, other than document titles, are defined in Chapter 2 of each specified code, excluding the National Electrical Code. Where italicized, the Chapter 2 definition applies. If not italicized, common-use definitions apply.

§ 28.01.002 **Scope.**

(a) The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every *building* or *structure* or any appurtenances connected or attached to such *buildings* or *structures*, as well as the construction, *alteration*, relocation, enlargement, replacement, *repair*, maintenance, removal and demolition of building systems governed by the specific technical codes referenced in the following articles of this chapter:

Article **28.09**: The International Building Code, as amended;

Article **28.10**: The International Plumbing Code, as amended;

Article **28.11**: The International Mechanical Code, as amended;

Article **28.12**: The National Electrical Code (NFPA 70), as amended;

Article **28.14**: The International Residential Code, as amended;

Article **28.15**: The International Fuel Gas Code, as amended;

Article **28.16**: The International Energy Conservation Code, as amended;

Article **28.17**. The International Existing Building Code; as amended;

Article **28.18**. The International Swimming Pool and Spa Code; as amended;

(b) The general administrative provisions of this article are applicable to all work governed by the provisions of Articles 28.09-28.18. Supplemental administrative provisions applicable to the specific technical documents adopted in Articles 28.09-28.18 of this chapter are included within the applicable article, as are the technical provisions pertaining to that class of work. Articles 28.09-28.18, as they existed on the date of adoption of this section, shall continue in full force and effect until such time as the specific technical codes referenced above are individually adopted.

Editor's note–See corresponding note located in Appendix **A** of this code.

§ 28.01.003 **Appendices.**

Provisions in the appendices of the technical codes shall not apply unless specifically set forth in the applicable article.

§ 28.01.004 **Intent.**

The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, *means of egress*, stability, sanitation, light and *ventilation*, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, *explosion* or *dangerous* conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

§ 28.01.005 **Referenced codes.**

The technical codes listed in Section **28.01.002** and adopted in Articles **28.09** through **28.18** shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where a conflict is determined to exist between said codes and the provisions of this article and Articles **28.02** through **28.08**, the provisions of the more specific code will generally govern, subject to approval of the building official.

§ 28.01.006 **General applicability.**

Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

§ 28.01.007 **Other laws.**

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

§ 28.01.008 **Application of references.**

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

§ 28.01.009 **Referenced codes and standards.**

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

§ 28.01.010 **Partial invalidity.**

In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

§ 28.01.011 **Existing structures and buildings.**

The legal occupancy of any *structure* or *building* existing on the date of adoption of this code shall be permitted to continue without change, except as is otherwise specifically provided in this code, the International Existing Building Code, the City of Lubbock's Property Maintenance Code or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. A *building* or portion of a *building* that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the International Building Code or International Residential Code, as applicable, for new construction or with any current *permit* for such occupancy.

§ 28.01.012 **Connection of service utilities prior to approval.**

It shall be unlawful for any person or utility company to make any permanent or temporary connection from a utility, source of energy, fuel or power to any new building or system that is regulated by this code until released by the building official.

§ 28.01.013 **Temporary connection of utilities.**

The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power for construction and other approved circumstances. It shall be unlawful for any building to be occupied by the permanent residents or tenants while temporarily connected to utilities.

§ 28.01.014 **Unsafe structures and equipment.**

All buildings or structures which are or hereafter become structurally unsafe, unsanitary or deficient because of inadequate *means of egress*, inadequate light and *ventilation*, or which constitute a fire hazard, or are otherwise *dangerous* to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster damage or abandonment, or by reason of illegal or improper occupancy as specified in the Code of Ordinances or any other ordinance, are, for the purpose of this section, unsafe buildings. All such unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures specified in Section **34.01.001** of the Code of Ordinances, the City of Lubbock Property Maintenance Code, or by any other procedures provided by law. To the extent that repairs, *alterations,* or *additions* are made or a *change of occupancy* occurs during the restoration of the structure, such *repairs, alterations, additions* and *change of occupancy* shall comply with the requirements of the International Existing Building Code.

§ 28.01.015 **Model codes and construction advisory board.**

Provisions concerning the model codes and construction advisory board are as provided in Article **2.03**, Division 13 of this code.

§ 28.01.016 **Building board of appeals.**

Provisions concerning the building board of appeals are as provided in Article **2.03**, Division 14 of this code.

ARTICLE 28.02
ADMINISTRATION AND ENFORCEMENT

Division 1
Generally

§ 28.02.001 **Liability.**

The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

§ 28.02.002 **Work done in violation of licensing laws.**

It shall be unlawful for a general contractor, subcontractor, owner or builder to perform, or to allow or permit to be performed, any electrical, plumbing or mechanical work, on a project permitted by him or otherwise within his control, by any person not in possession of the required license, or in violation of the provisions of any licensing law of the State of Texas or the City of Lubbock, where such laws require licensing and are applicable to the work in question.

§ 28.02.003 **Unlawful acts.**

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, *repair*, move, remove, demolish or occupy any building, structure, system or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions herein, or any rules established by the building official for the administration of this code. It shall also be unlawful for any person,

firm or corporation to fail to abide by a lawful order or directive given by the building official for purposes of securing the intent of this code.

§ 28.02.004 **Notice of violation.**

The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, *repair*, movement, removal or demolition of any building or system regulated by this code, or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

§ 28.02.005 **Prosecution of violation.**

If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Additionally, the building official may file, or cause to be filed, a criminal complaint in municipal court for any violation of this code.

§ 28.02.006 **Penalties for violation.**

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building, structure or regulated system in violation of the *approved construction documents* or a directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall, upon conviction, be subject to a fine, and each day that such violation is allowed to exist shall constitute a separate offense.

§ 28.02.007 **Stop work orders–Issuance.**

Where the *building official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a *dangerous* or unsafe manner, the *building official* is authorized to issue a stop work order.

§ 28.02.008 **Same–Form and contents.**

The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work is authorized to resume.

§ 28.02.009 **Same–Unlawful continuance of work.**

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

§ 28.02.010 **Emergencies.**

Where an emergency exists, the *building official* shall not be required to give a written notice prior to stopping the work.

§ 28.02.011 **through § 28.02.050. (Reserved)**

Division 2
Department of Building Safety and Building Official

§ 28.02.051 **Creation of enforcement agency.**

The department of building safety is hereby created and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implantation, administration and enforcement of the provisions of this code.

§ 28.02.052 **Appointment of building official.**

The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

§ 28.02.053 **Deputies.**

In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy building official, other related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

§ 28.02.054 **General duties and powers of building official.**

The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code. The *building official* shall have authority as necessary in the interest of public health, safety and general welfare to adopt and promulgate rules and regulations to interpret and implement the provisions of this code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions. Such rules

shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering practice involving public safety.

§ 28.02.055 **Applications and permits.**

The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

§ 28.02.056 **Notices and orders.**

The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

§ 28.02.057 **Inspections.**

The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

§ 28.02.058 **Identification.**

The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

§ 28.02.059 **Right of entry.**

Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, *dangerous* or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry. When the *building official* shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or person having charge, care or control of any building or premises shall fail or neglect, after proper request is

made as herein provided, to promptly permit entry therein by the *building official* for the purpose of inspection and examination pursuant to this code.

§ 28.02.060 **Department records.**

The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

§ 28.02.061 **Authority to disconnect service utilities.**

The *building official* shall have the authority to authorize immediate disconnection of temporary utility service to a building, structure or system regulated by this code. The *building official* shall have the authority to authorize disconnection of permanent utility service in case of emergency where necessary to eliminate an immediate hazard to life or property. The *building official* shall notify the serving utility, and wherever possible the *owner* or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. The placement of a door hanger shall be considered sufficient notification to the *owner* or the owner's authorized agent and occupant. If not notified prior to disconnecting, the *owner* or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter. It shall be unlawful for any person or utility company to refuse an order of the *building official* to disconnect a utility, source of energy, fuel or power to any building or system in accordance with this section.

§ 28.02.062 **Modifications.**

Where there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the *owner* or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, *accessibility*, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

ARTICLE 28.03
MATERIALS, EQUIPMENT AND METHODS

§ 28.03.001 **Approved materials and equipment.**

Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

§ 28.03.002 **Used materials and equipment.**

Materials that are reused shall comply with the requirements of this code for new materials. Used equipment and devices shall not be reused unless *approved* by the *building official*.

§ 28.03.003 **Alternative materials, design and methods of construction and equipment.**

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,

2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:

    2.1. Quality.

    2.2. Strength

    2.3. Effectiveness.

    2.4. *Fire resistance.*

    2.5. Durability.

    2.6. Safety.

Where the alternative material, design or method of construction is not approved, the *building official* shall respond in writing, stating the reasons why the alternative was not approved.

§ 28.03.004 **Research reports.**

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

§ 28.03.005 **Tests.**

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of

this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made without expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

ARTICLE 28.04
CONTRACTOR REGISTRATION

§ 28.04.001 **Registration of contractors required.**

No permit for work required by this code shall be issued to any contractor or other person unless such contractor or person is registered with the building official of the city in accordance with the following provisions:

Exceptions:

(1) No registration shall be required for a homeowner seeking a permit to perform authorized work on his/her existing primary personal residence (homestead), provided that the homeowner and/or a family member personally performs the work and no such person holds himself out as providing contracting services for the public. Any such homeowner seeking to construct his own home, including the installation and setup of any moved building or manufactured home, shall be required to be registered as a contractor.

(2) No registration shall be required for a building owner seeking a permit to perform authorized work on rental residential property owned by him, or on business property owned and occupied by him, provided that he personally performs the work and does not hold himself out as performing contracting services for the public.

(3) No registration shall be required for full-time building maintenance personnel seeking a permit to perform authorized work on a commercial building owned and occupied by persons employed by the same company or organization, provided that they do not hold themselves out as performing contracting services for the public.

(4) The building official may require any proof deemed necessary to verify ownership and occupancy for the purposes of (1) and (2) above, and may require the applicant's execution of an affidavit attesting to any fact that cannot otherwise be verified, including a sworn statement that the project will not be subcontracted to other parties.

(5) The above exceptions shall not be construed as authorizing work for which a license is otherwise required by applicable state law.

§ 28.04.002 **Requirements for registration.**

Application for registration as a contractor shall be made upon forms provided by the building official. All data requested shall be provided. In addition to a completed application form, proof of insurance and/or bonding, as specified below, shall be provided at the time of application, as well as all required registration fees.

§ 28.04.003 **Bond requirements.**

Except as may otherwise be provided in this article, any person, firm or corporation seeking registration as a contractor in order to obtain permits required by this code shall file with the building official a good and sufficient bond in the amount of twenty thousand dollars ($20,000.00) issued by a surety company authorized to do business in the state. Such bond shall contain language approved by the city attorney for its intended purpose, and shall be conditioned upon compliance with all provisions of the building code, and all other applicable ordinances and regulations of the city by the principal, his agents and employees. All sureties on said bond shall be liable for breach thereof to the city, to the owner of the property upon which work is performed, to any person, firm or corporation with whom the principal has contracted either orally or in writing to perform building construction, alteration, repair or other work, and to any person who may be damaged or injured by the principal's failure to comply with the regulations, ordinances and building code of the city. A claim upon said bond may be made by any person damaged by reason of the principal's failure to perform his obligations under the ordinances, building code and regulations of the city. Suspension or revocation of any license or permit shall not limit the liability of either the principal or the surety on any such bond.

§ 28.04.004 **Insurance requirements.**

Any person, firm or corporation seeking to obtain permits required by this code shall have in force a comprehensive general liability insurance policy in a minimum amount of one hundred thousand dollars ($100,000.00) per occurrence, and including coverage for bodily injury and property damage with products liability and completed operations coverage. Prior to approval of any permits, the applicant shall furnish the building official with a certificate of insurance evidencing the required insurance coverage. The certificate shall include the company name and DBA, if applicable, and shall clearly indicate the nature of the work for which permits are sought. The insurance coverage shall include a provision that in the event such coverage is cancelled or reduced, the insurance carrier shall notify the building official at least ten (10) days prior to such cancellation or reduction in coverage. Any active permit shall be automatically suspended during any period in which the applicant fails to maintain in effect the required insurance coverage.

§ 28.04.005 **Denial, suspension and revocation.**

The building official may deny, suspend, or revoke a contractor registration under the following conditions:

(1) Failure to accurately complete the application form;

(2) Failure to obtain and keep in effect required insurance or bonds;

(3) Failure to pay required fees;

(4) Receipt of a notice of insufficient funds for checks made payable to the City of Lubbock for registration or permit fees;

(5) Providing false information on any application;

(6) Failure to maintain and keep in effect any license, registration, or certification required by the State of Texas in order to legally pursue the applicable construction trade, or violation of applicable State of Texas licensing laws;

(7) Refusal to correct violations of this code after notice;

(8) Continuous or repeated violations of the city Code of Ordinances or applicable state or federal laws;

(9) Gross technical incompetence, as evidenced by work quality not meeting applicable codes or accepted industry standards, that could reasonably be determined to constitute a hazard to the health, safety or welfare of any person;

(10) Illegal behavior towards a government employee during the discharge of his or her official duties.

(11) For purposes of (9) above, an acceptable guideline for determining "accepted industry standards" shall include the specifications recommended by the Construction Specifications Institute (CSI), and/or the performance standards promulgated by the Texas Residential Construction Commission.

(12) With regard to (6)–(10) above, the registered contractor shall be responsible for the actions of all subcontractors or tradesmen performing work under the scope of the contractor's permit.

§ 28.04.006 **Appeal of denial, suspension or revocation.**

A situation where a registration has been denied, suspended or revoked under Section 28.04.005(7)–(9) above may be appealed to the license and permit appeals board.

§ 28.04.007 **Expiration.**

(a) Registrations shall expire December 31 of each year and must be renewed annually in order to obtain permits or to continue work pursuant to active permits.

(b) Failure to keep proper bonds or insurance in force will result in automatic termination of registration and will invalidate any active permits. In order to reinstate registration and any active permits, all fees, including registration and permit fees, must again be paid as for an initial application.

§ 28.04.008 **Fees.**

Registration for the year is valid from January 1st through December 31st and must be renewed annually. Annual renewal fee is for select contractor types, as allowed by state law. Fees may be adjusted by the city council periodically in accordance with section **1.03.004** of this Code of Ordinances.

§ 28.04.009 **Responsibility for compliance with chapter.**

The building owner and any contractor performing work governed by the technical codes are jointly responsible for compliance with the provisions of this chapter. Where a contractor is employed by the owner to perform said work, the contractor must be registered in accordance with section **28.04.001** of this article, and must obtain all required permits. Where a contractor is otherwise required to be licensed by the state to practice in his/her respective area, and the statutes governing that licensee prohibit the city from requiring that the licensee obtain a registration, permit, or other approval from the city in connection with their practice, then the property owner is responsible for ensuring compliance of the work with the provisions of this chapter, including any requirement to submit construction documents and obtain permits or inspection approvals. The term "property owner" includes authorized representatives of the owner, such as full-time maintenance personnel, property management agents, and employees working in a supervisory capacity with responsibility for the premises.

ARTICLE 28.05
PERMITS AND INSPECTIONS

Division 1
Generally

§ 28.05.001 **Permit required.**

Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

§ 28.05.002 **Application for permit.**

To obtain a *permit*, the applicant shall first file an application therefor in writing or

digitally typed on a form furnished by the department of building safety for that purpose. Such application shall:

(1) Identify and describe the work to be covered by the *permit* for which application is made.

(2) Describe the land on which the proposed work is to be performed by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

(3) Indicate the use and occupancy for which the proposed work is intended.

(4) Be accompanied by *construction documents* and other information as required in this article and Articles 28.09-28.18.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant, or the applicant's authorized agent.

(7) Give such other data and information as required by the *building official*.

§ 28.05.003 **Construction submittal documents.**

Submittal documents consisting of *construction documents*, statement of *special inspection*, geotechnical report and other data shall be submitted in a digital format, or one or more sets where allowed by the *building official*, with each application for a *permit*. *Construction documents* shall be prepared by and bear the seal(s) of the appropriate *registered design professional* as follows:

(1) Architect registered in the state:

(A) As required by Section 1051.551 of the Texas Occupations Code;

(B) Where any building alteration is undertaken that will affect the means of egress within any building containing a Group A, E or I occupancy, or within any building where an egress path serving 50 or more occupants is affected;

(C) As otherwise required by the *building official*.

(2) Engineer licensed in the state:

(A) As required by Section 1001.402 of the Texas Occupations Code;

(B) As otherwise required by the *building official*.

Exception:

The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

The *building official* is authorized to alter or waive the requirement that *construction documents* be prepared and sealed by a registered architect where the work involves the alteration of an egress system involving only the limited replacement of approved door hardware not involving the addition of access control or delayed egress locks.

§ 28.05.004 **Information on construction documents.**

Construction documents shall be dimensioned and submitted as an electronic media document. Construction documents drawn on suitable material are permitted to be submitted when *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*.

§ 28.05.005 **Specific submittal requirements.**

Submittal requirements specific to each of the technical codes are included in Articles 28.09–28.18.

§ 28.05.006 **Examination of documents.**

The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

§ 28.05.007 **Approval of construction documents.**

When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

§ 28.05.008 **Previous approvals.**

This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise lawfully authorized, and the construction of which has been

pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

§ 28.05.009 **Phased approval.**

The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with building operation and without assurance that a *permit* for the entire structure will be granted.

§ 28.05.010 **Design professional in responsible charge.**

Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the owner's authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the owner's authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or owner's authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

§ 28.05.011 **Deferred submittals.**

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the *deferred submittals* on the *construction documents* for review by the *building official*. Documents for *deferred submittal* items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the *deferred submittal* documents have been reviewed and been found to be in general conformance to the design of the building. The *deferred submittal* items shall not be installed until the *deferred submittal* documents have been *approved* by the *building official*.

§ 28.05.012 **Amended construction documents.**

Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the

approved construction documents shall be resubmitted for approval as an amended set of *construction documents*. Change orders and other amendments to the construction documents require review and approval in the same manner as that of the original *permit* documents prior to incorporating the changes in the field, unless otherwise approved by the *building official*.

§ 28.05.013 **Retention of construction documents.**

One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or longer if required by state records retention laws or organizational policy.

§ 28.05.014 **Action on application.**

The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. An application shall not be considered "filed" until all initial submittal information, as indicated on applicable application forms, is received. Within 45 days from the date of filing of the application, if the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor. If the *permit* is not issued for failure of the application or construction documents to conform to the requirements of applicable laws, the applicant shall be notified that the *permit* has been denied and the reasons therefor. Alternatively, if not denied for failure of the application or associated construction documents to meet applicable requirements, the *building official* may, prior to the expiration of 45 days from the filing date, negotiate a future date when the *permit* will be issued or denied.

§ 28.05.015 **Time limitation of permit application.**

An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date the application is received, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to expiration, and justifiable cause demonstrated.

§ 28.05.016 **Validity of permit.**

The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is authorized to prevent occupancy or use of a structure where in violation of this code or of any other

ordinances of this jurisdiction.

§ 28.05.017 **Expiration of permit.**

Every *permit* issued shall expire by limitation and become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. In determining the date of cessation of building activity, the *building official* may use the last inspection date associated with the *permit*, or any subpermits applicable to the project. The *building official* may consider proof of activity involving correspondence, invoices, checks, and other dated documents submitted by the contractor that are clearly associated with construction at the subject premises. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to expiration, and justifiable cause demonstrated. A *permit* that has been allowed to expire may be extended for a 180-day period upon reapplication and payment of one-half of the original *permit* fees. Incomplete building projects where the *permit* has expired with no request for extension thereof shall be deemed abandoned and shall constitute a public nuisance actionable under the provisions of section **34.01.001** of this Code of Ordinances.

§ 28.05.018 **Annual permit.**

In lieu of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permit* upon application therefor to any person, firm or corporation regularly employing one or more qualified tradespersons in the building, structure or on the premises owned or operated by the applicant for the permit.

§ 28.05.019 **Annual permit records.**

The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

§ 28.05.020 **Emergency repairs.**

Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

§ 28.05.021 **Placement of permit.**

The *permit* or an approved copy shall be kept on the site of the work in a manner and location to be determined by the *building official* until the completion of the project.

§ 28.05.022 **Transferring of permit.**

(a) The *building official* shall issue only one *permit* per job site for the same or identical work with the following exceptions:

(1) Where the current permittee has failed to complete the work, is no longer associated with the project, and such fact is communicated in writing to the *building official* by the general contractor or owner;

(2) Where the *building official* is notified in writing by the current permittee that his contract for the work is no longer in effect; or

(3) Where the *building official* has been notified in writing by the general contractor or owner that the current permittee originally permitted to do the work at the job site has been replaced with a new contractor.

(b) In every case where the *building official* determines that a new *permit* will be issued to a new contractor, and the scope of the work remains unchanged from that covered by the original *permit*, the person requiring such *permit* shall pay a transfer fee of two hundred fifty dollars ($250.00), but in no case more than the fee for the original *permit*, and no refund shall ever be made on the original *permit* issued. Where the scope of the work has or will be changed such that a new plan review is necessary, the fee for the reissued *permit* shall be the same as that for a new project.

(c) The *building official* is authorized to require any other type of evidence from the general contractor, owner or permittee which he deems necessary to determine whether to terminate an existing *permit* and issue a new *permit* for the same work. At the discretion of the *building official*, an investigative inspection of the premises that is the subject of the *permit* may be required to support a decision to terminate and/or reissue any *permit*. Fees for said inspection shall be paid in advance as per current fee schedules.

(d) The issuance of a new *permit* under this section shall release the first permitted contractor or builder from any responsibility for compliance with this code for work completed by said contractor or builder and the newly permitted contractor or builder shall become responsible for compliance with this building code for the entire job, including work done by the prior contractor or builder.

(e) The *building official* shall require the owner, general contractor or other interested person to execute an indemnity agreement agreeing to save harmless and defending the city and *building official* from any and all liability which may be alleged as a result of the issuance of a new *permit* under this section and to require said agreement to be secured by bonds and insurance deemed appropriate unless a release is signed by all parties.

(f) This section shall apply to all types of *permits* issued by the *building official*.

§ 28.05.023 **through § 28.05.060. (Reserved)**

Division 2
Exemptions

§ 28.05.061 **Work exempt from permit.**

Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Where determined by the *building official*, *permits* may be waived for small and unimportant work, and as set forth in Sections **28.05.062** through **28.05.068** of this division.

§ 28.05.062 **Building work.**

[Building work exempted is as follows:]

(1) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (11.15 m2).

(2) Fences not over 7 feet (2134 mm) high.

(3) Oil derricks.

(4) Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding class I, II or III-A liquids.

(5) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2 to 1.

(6) Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any *basement* or *story* below and which are not part of an *accessible route*.

(7) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

(8) Temporary motion picture, television and theater stage sets and scenery.

(9) Prefabricated *swimming pools* accessory to a Group R-3 occupancy, which are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18,925 L) and are installed entirely above ground.

(10) Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.

(11) Swings and other playground equipment accessory to detached one- and two-family *dwellings*.

(12) Window awnings in Group R-3 and U occupancies, supported by an *exterior wall* which do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support.

(13) Movable and nonfixed cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

§ 28.05.063 **Electrical work.**

[Electrical work exempted is as follows:]

(1) Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

(2) Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers and antennas.

(3) Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(4) Other work exempted by the National Electrical Code.

§ 28.05.064 **Gas work.**

[Gas work exempted is as follows:]

(1) Portable heating appliance.

(2) Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

(3) Other work exempted by the International Fuel Gas Code.

(1983 Code, sec. 6-42.3; Ordinance 2005-O0140, sec. 1, adopted 12/15/2005)

§ 28.05.065 **Mechanical work.**

[Mechanical work exempted is as follows:]

(1) Portable heating appliance.

(2) Portable ventilation equipment.

(3) Portable cooling unit.

(4) Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

(5) Replacement of any part which does not alter its approval or make it unsafe.

(6) Portable evaporative cooler.

(7) Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

(8) Other work exempted by the International Mechanical Code.

§ 28.05.066 **Plumbing work.**

[Plumbing work exempted is as follows:]

(1) The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.

(2) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(3) Other work exempted by the International Plumbing Code.

§ 28.05.067 **Repairs exempt from permitting requirements.**

Application or notice to the *building official* is not required for ordinary *repairs* to structures, replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles. Such *repairs* shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure, including doors, hardware or security systems, affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or

general safety.

§ 28.05.068 **Public service agencies.**

A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

§ 28.05.069 **through § 28.05.100. (Reserved)**

Division 3
Fees

§ 28.05.101 **Required.**

A *permit* shall not be valid until the fees prescribed herein have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid. Unless otherwise specified below, fees for *permits* required by this code shall be paid at the time of issue. Fee amounts shall be in accordance with the *permit* fee schedule as adopted by the city council in the city's budget and periodically adjusted pursuant to Section 1.03.004 of this Code of Ordinances. A schedule of such fees shall be filed with the city secretary and with the *building official*.

§ 28.05.102 **Building permit valuations.**

The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

§ 28.05.103 **New construction permit fees.**

(a) *One- and two-family dwellings.* Building *permit* fees shall be a set dollar amount per square foot of gross building area under roof, inclusive of all stories, unheated attached garages, covered porches and balcony areas. Building *permit* fees for detached accessory buildings associated with one- and two-family dwellings shall be a set dollar amount per square foot of gross building area under roof, including unheated areas. Building *permit* fees for additions to existing floor area shall be as for new construction except that the gross floor area of the addition alone shall be used to determine appropriate fees. The minimum permit fee shall apply; however, where more than one inspection is required an additional fee may be applied for each such additional inspection.

(b) *New construction other than one- and two-family dwellings.* Building *permit* fees shall be a set dollar amount per square foot of gross building area under roof, inclusive of all stories and covered unenclosed areas. Building *permit* fees for additions to existing floor area shall be as for new construction except that the gross floor area of the addition alone shall be used to determine appropriate fees. The minimum permit fee shall apply; however, where more than one inspection is required an additional fee may be applied for each such additional inspection.

(c) *Plumbing, mechanical and electrical systems. Permit* fees for plumbing, mechanical, electrical and other systems associated with new construction shall be as set forth in the applicable Article 28.10 – 28.18.

§ 28.05.104 **Renovation and remodeling permit fees.**

(a) *One- and two-family dwellings.* Building *permit* fees for renovation and remodeling of one- and two-family dwellings, as well as buildings accessory thereto, shall be a set dollar amount per $1,000.00 construction valuation or fraction thereof. The minimum permit fee shall apply; however, where more than one inspection is required an additional fee may be applied for each such additional inspection.

(b) *Other than one- and two-family dwellings.* Building *permit* fees for renovation or remodeling of buildings other than one- and two-family dwellings shall be a set dollar amount per $1,000.00 construction valuation or fraction thereof. The minimum permit fee shall apply; however, where more than one inspection is required an additional fee may be applied for each such additional inspection.

(c) *Plumbing, mechanical and electrical systems. Permit* fees for plumbing, mechanical, electrical and other systems proposed for alteration, rehabilitation or remodel shall be as set forth in the applicable article 28.10–28.16.

(d) Stated construction valuations for purposes of determining applicable *permit* fees are subject to verification by the *building official*. Toward that end, the *building official* may require contracts, invoices, or other proof as necessary in order to determine the appropriate valuation. Where such proof cannot be readily obtained, the *building official* may assign a reasonable valuation for the proposed work, or may refuse to issue *permits* pending receipt of acceptable proof.

§ 28.05.105 **Reinspections.**

Where any required inspection has not been approved, the inspector has the discretion, within the parameters of department policy, to allow construction to proceed without reinspection of corrective action. Where corrective action and

reinspection is deemed to be required, a reinspection fee shall be paid to the building safety department prior to scheduling of the reinspection. For subsequent reinspections where the prior violation has not been corrected, the *building official* may, in addition to the original reinspection fee, assess additional reinspection fees in increasing increments up to a maximum amount. As an alternative, the contractor may agree in advance to have the reinspection fees assessed against the *permit* and then agree to pay all such fees prior to issuance of final approvals, or, where applicable, issuance of certificates of occupancy or completion.

§ 28.05.106 **Work commenced prior to permit.**

Where work for which a *permit* is required by this code is unlawfully started without first obtaining said *permit*, a fee multiplier of 200% of the normal fee shall be applied to the *permit* when issued. If the offender has proceeded with unpermitted work at other sites prior to obtaining the required *permit* for the first site, a multiplier of 300% shall be applied to the second such site, and 400% to the third and subsequent sites. The increased *permit* fees shall be in addition to any investigative inspection fees or court fines. The multiplier shall not apply to *permit* fees for unlawful reroofing, building-movement or demolition projects, where the minimum fee for each such project shall be one hundred dollars ($100.00) or double the normal *permit* fee, whichever is greater. The payment of such increased fees shall not relieve any person from fully complying with the requirements of this code in the execution of the work, nor from any other penalties prescribed herein.

§ 28.05.107 **Governmental and not-for-profit entities.**

No governmental entity or nonprofit organization shall be exempt from payment of *permit* fees unless specifically exempted by state or federal law; however, no fees shall be required from a governmental entity when the work is being performed personally by full-time maintenance personnel on the payroll of said governmental entity on buildings owned by that entity, subject to compliance with all applicable state or federal laws.

§ 28.05.108 **Plan review fees.**

When *construction documents* and/or other data are required to be submitted in order to verify conformance with applicable codes prior to issuance of a *permit*, a plan review fee shall be paid at the time of submittal for that *permit*, which fees are separate and in addition to applicable *permit* fees. The initial plan review fee shall be equivalent to 25% of the "master" *permit* fee associated with the project. Resubmittal of plans for the purpose of verifying that corrections identified in the initial review have been made shall be allowed once without incurring additional review fees. Subsequent reviews, either to verify corrections have been made or to review change orders or other plan amendments, shall require payment of additional review fees equivalent to 5% of the "master" or minimum *permit* fee, which must be paid in advance of review if the *permit* has already been issued. Plan review fee is

nonrefundable. Projects within the scope of the International Residential Code are exempt from plan review fees.

§ 28.05.109 **Refunds.**

The *building official* is authorized to establish a refund policy in keeping with overall financial policies of the city.

§ 28.05.110 **through § 28.05.150. (Reserved)**

Division 4
Temporary Structures and Uses

§ 28.05.151 **Permit issuance.**

The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. With the advice and consent of the code enforcement administrator, the *building official* is authorized to grant a single 180-day extension for demonstrated cause. Upon termination of the original or extended period, the temporary use shall be discontinued, or where applicable, the temporary structure shall be demolished or moved pursuant to the requirements of Articles **28.01** through **28.08** of this chapter.

§ 28.05.152 **Conformance.**

Temporary structures and uses shall conform to the structural strength, fire safety, *means of egress*, accessibility, light, *ventilation* and sanitary requirements of this code as necessary to ensure the public health, safety and general welfare. Temporary structures and uses shall also comply with the requirements in Section 3103.

§ 28.05.153 **Temporary electric power.**

The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA70.

§ 28.05.154 **Termination of approval.**

The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

§ 28.05.155 **through § 28.05.190. (Reserved)**

Division 5
Termination, Suspension or Revocation of Permit

§ 28.05.191 **Termination of permits.**

If the *building official* determines that a general contractor, subcontractor, owner or builder is in violation of Articles **28.01** through **28.08** of this chapter, then, in addition to all other civil or criminal remedies available, he may terminate the master building *permit* and/or the subject electrical, plumbing, or mechanical trade *permits* for that project. Notice of such *permit* termination shall be given by issuance of a stop work order stating the reason for the termination, that the *permits* are thereby terminated, and ordering work under the terminated *permits* to immediately cease.

§ 28.05.192 **Hearing before building official.**

Any general contractor, subcontractor, owner or builder who has had a *permit* so terminated may immediately request a hearing concerning such termination before the *building official*. The *building official* shall convene the hearing within five (5) days of receipt of a written request.

§ 28.05.193 **Appeal of decision.**

Subsequent to the requested hearing, if the *building official* has upheld the termination of *permits*, his decision may be appealed to the *permit* and license appeals board as follows:

(1) A written request for appeal must be made to the board within five (5) days of the date on which the *building official* rendered his decision.

(2) The board will hear the appeal at their next regularly scheduled meeting, provided that the written request for appeal is received by the *building official* and forwarded to the board's staff representative within sufficient time prior to the next meeting of the board.

(3) While the appeal is pending, work may continue under the terminated *permit* if a refundable deposit has been left with the building department in the amount of the applicable *permit* renewal fee set out in Section 28.05.194 Item 1 of this code. This shall not be construed as permission to continue violating the applicable licensing laws originally giving rise to the termination of the *permits* in question; to do so constitutes a separate offense.

(4) The hearing before the board shall be conducted in accordance with the procedures set out in Section **2.03.077** of the Code of Ordinances of the City of Lubbock, Texas.

(5) The burden of proof shall be on the person appealing to show that the *permit* should not have been terminated and that a *permit* renewal fee should not

therefore be required.

(6) The decision of the board on any appeal taken under this section shall be final and binding with respect to the specific case before it.

(7) If it is determined, either by the *building official* in the initial hearing or the appellate board subsequent to appeal, that plumbing, mechanical or electrical *permits* were properly terminated for violation of applicable licensing laws, the offending plumbing, mechanical or electrical subcontractor shall not be allowed to renew his *permit* with respect to the subject project.

§ 28.05.194 **Renewal of permit.**

A *permit* terminated under this division shall only be renewed as follows:

(1) For subcontractor trade *permits*, the builder/general contractor or *owner*, as applicable, shall submit a statement to the *building official* identifying who the new subcontractor(s) will be, and shall provide a copy of the signed subcontracts. The *building official* may then renew the terminated *permit*(s) in the name of the new subcontractor(s) for a minimum fee of one hundred dollars ($100.00) each or 200% of the original *permit* fees, whichever is greater. The refundable deposit as required above may be applied in payment of such fees. For master building *permits* that have been terminated due to the violation of licensing laws by any subcontractor, such *permits* may be reissued to the original owner or contractor, as applicable.

(2) The *building official* may require and shall receive, prior to issuance of any renewal *permit*, proof of contractor's or subcontractor's registrations, licenses, insurances and bonds, as well as signed contracts to substantiate the qualification of persons performing any construction, plumbing, electrical or mechanical work within the City of Lubbock.

§ 28.05.195 **Suspension or revocation.**

The *building official* is authorized to suspend or revoke a *permit* issued under the provisions of this code wherever the *permit* is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

§ 28.05.196 **through § 28.05.230. (Reserved)**

Division 6
Inspections

§ 28.05.231 **Scope.**

Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or owner's authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any equipment or materials required to facilitate required inspections.

§ 28.05.232 **Preliminary inspection.**

Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and *sites* for which an application has been filed.

§ 28.05.233 **Required inspections.**

The *building official*, upon notification by the responsible permittee that the work is completed and ready for inspection, shall make the inspections as set forth in Article 28.09 Division 3 and Section 28.14.003 Item (d) of this code, as applicable. In addition to the inspections specified in Article 28.09 Division 3 and Section 28.14.003 Item (d), the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

§ 28.05.234 **Reports of inspection agencies.**

With prior written approval, the *building official* is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

§ 28.05.235 **Inspection requests.**

It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

§ 28.05.236 **Approval required.**

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or the *permit* holder's agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

ARTICLE 28.06
CERTIFICATE OF USE AND OCCUPANCY

§ 28.06.001 **Required.**

A building or structure shall not be used or occupied in whole or in part, and a *change of occupancy* of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the *jurisdiction*. Certificates presuming to give authority to violate or cancel provisions of this code or other ordinances of the *jurisdiction* shall not be valid.

§ 28.06.002 **Certificate issued.**

(a) After the *building official* inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

(1) The *permit* number.

(2) The address of the structure.

(3) The name and address of the *owner*.

(4) A description of that portion of the structure for which the certificate is issued.

(5) A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.

(6) The name of the *building official*.

(7) The edition of the code under which the *permit* was issued.

(8) The use and occupancy, in accordance with the provisions of Chapter

3 of the International Building Code.

(9) The type of construction as defined in Chapter 6 of the International Building Code.

(10) The design *occupant load*, where deemed appropriate.

(11) If an *automatic sprinkler system* is provided.

(12) Any special stipulations and conditions of the building *permit*.

(b) Where a certificate is issued pursuant to work completed under the auspices of a building permit, the certificate shall be issued to the building contractor who obtained the permit upon completion and approval of all applicable inspections. The contractor shall immediately cause the certificate to be displayed as required below. It is an offense under this chapter for any contractor to fail to display or to withhold the certificate from the owner or owner's agent for any reason. Where a certificate is issued pursuant to a change in occupancy classification where no work requiring a permit is involved, the certificate shall be issued directly to the building owner or his authorized agent, and shall be immediately displayed as set forth herein.

§ 28.06.003 **Certificate of completion.**

Whenever the scope of a contractor's work pursuant to a building permit, once completed and approved, does not result in a building that is ready for occupancy (as in the case of a shell building where multiple tenant finish-outs are proposed), a certificate of completion shall be issued in lieu of a certificate of occupancy. The certificate will be issued to the contractor. The certificate need not be displayed within the subject building. Such certificate remains the property of the City of Lubbock and may be revoked for cause in the same manner as a certificate of occupancy. No subsequent permits or certificates of occupancy shall be issued for the completion of any tenant space within a shell building unless a certificate of completion for the shell building has first been issued.

§ 28.06.004 **Temporary occupancy.**

The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

§ 28.06.005 **Ownership and revocation.**

A certificate of occupancy remains the property of the City of Lubbock, and is considered a license to occupy the building under the conditions of issuance. The *building official* is authorized to suspend or revoke a certificate of occupancy or

completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this Code of Ordinances.

§ 28.06.006 **Display.**

A certificate of occupancy shall be prominently displayed within the building for which the certificate was issued, and shall be visible to building occupants, patrons, and public officials. In a case where the building to which the certificate pertains is not publicly accessible, as in the case of apartment buildings, the certificate shall be displayed within the business office of the facility.

§ 28.06.007 **One- and two-family dwellings exempt from requirement for certificate.**

Construction associated with one- and two-family dwellings under the scope of the International Residential Code shall be exempt from requirements for a certificate of occupancy; however, such buildings shall not be occupied or used until released by the building official after approval of all required inspections. Such approval is subject to revocation by the building official in the same manner as that for certificates of occupancy.

§ 28.06.008 **Illegal occupancy; termination of utilities.**

(a) Any building occupied prior to release and authorization by the building official and connected to temporary utilities shall have said utilities terminated within ten (10) days after written notification to the utility company. A copy of the notification shall be provided to the occupant by way of certified mail, personal delivery, or posting on the door of the subject premises. Active permits pertaining to the building shall then be deemed automatically cancelled. Before utilities are reconnected, the contractor or owner of record shall renew the building permit at a cost of not less than one hundred dollars ($100.00), and make immediate arrangements, including coordination of a time mutually convenient to the occupant and the building official, for completion of required inspections. Identified violations of the technical codes shall be corrected to the satisfaction of the building official prior to reconnecting utilities.

(b) Any building which has been erected or has undergone repairs or remodeling requiring permits under this code, and that has been occupied prior to the issuance of said permits, shall be immediately vacated and utilities terminated upon written order of the building official until compliance with all codes and ordinances has been established. The building official, with the concurrence of the fire marshal, may authorize temporary occupancy once it is established that there exists no fire, life-safety or health hazard associated with the building or use, and provided that the building owner is making an effort in

good faith to comply with all permitting requirements.

§ 28.06.009 **Existing buildings.**

(a) A new certificate of occupancy is required whenever there is a change in occupancy. Either of the following shall be considered as a change of occupancy where the International Building Code requires a greater degree of safety, accessibility, structural strength, fire protection, *means of egress*, ventilation or sanitation than is existing in the current building or structure:

(1) Any change in the occupancy classification of a building or structure.

(2) Any change in the purpose of, or a change in the level of activity within, a building or structure.

(3) A change of tenancy or ownership not otherwise associated with a change in occupancy classification or use does not require a new certificate of occupancy.

(b) A new certificate of occupancy shall also be required whenever a remodel, renovation or building addition project is undertaken, regardless of the status of the occupancy classification.

(c) A new certificate of occupancy may be required by the building official if it has been more than two years since the subject premises was inspected throughout and the owner or occupant is seeking any regulatory approval associated with the premises.

(d) A new certificate of occupancy not otherwise required by these provisions may be obtained at the request of a building owner or tenant, subject to the approval of the building official and subsequent to an investigative inspection for structural, electrical, plumbing, mechanical and fire hazards. Any hazards so identified shall be corrected prior to approval of a new certificate. Fees for these services shall be as set forth below.

(e) A lost certificate of occupancy may be reissued, subject to the approval of the building official, upon payment of a fee and execution of an affidavit by the building owner that building conditions, including use, have not changed since the date of original issue. The replacement certificate shall be clearly marked as a reissue of the original, and the date of the former shall be clearly marked thereon.

§ 28.06.010 **Fees.**

Fees associated with certificate of occupancy reissue and associated inspections shall be as follows: The fee for inspection of a single building and a certificate of occupancy shall be a set amount. On projects involving multiple buildings, the fees

shall be a set amount for the first building and a reduced amount for each additional building. Said fees are payable in advance and may be adjusted annually by the city council pursuant to section **1.03.004** of the Code of Ordinances.

ARTICLE 28.07
MOVEMENT AND RELOCATION OF STRUCTURES

§ 28.07.001 **Applicability.**

The movement of buildings and structures into, within or out of the city limits shall be governed by Chapter 14 of the International Existing Building Code, as amended (see Article **28.17** of this chapter).

§ 28.07.002 **Industrialized housing and buildings.**

The movement and installation of industrialized housing and buildings shall conform to the procedures, rules and requirements set forth in the rules of the Texas Department of Licensing and Regulation at 16 TAC chapter 70 as well as this code; where this code is in conflict with 16 TAC chapter 70, the latter shall govern to the extent of the conflict only.

§ 28.07.003 **Mobile homes.**

Mobile homes, defined by the Texas Manufactured Housing Standards Act as manufactured homes manufactured prior to June 15, 1976, and not meeting HUD standards, shall not be installed or relocated within the city limits.

§ 28.07.004 **HUD-code manufactured housing.**

The movement and installation of HUD-code manufactured homes shall conform to the procedures, rules and requirements set forth in the Texas Manufactured Housing Standards Act and the rules of the Texas Department of Housing and Community Affairs, as well as this code. Where this code is in conflict with the said rules, the latter shall govern to the extent of the conflict only.

ARTICLE 28.08
DEMOLITION OF BUILDINGS AND STRUCTURES

§ 28.08.001 **Permit required; compliance.**

No person or persons shall hereafter demolish any residential or commercial building or structure, within the limits of the City of Lubbock, Texas, unless said person shall, before demolition, secure a permit to do so from the building official. All such demolition projects shall comply with the provisions of this article, as well as Section 3303 of the International Building Code adopted pursuant to Article **28.09** of this chapter.

§ 28.08.002 **Permit fees.**

Demolition permits shall be obtained by a registered, insured contractor, or other person authorized to perform the work in accordance with section **28.04.001**. Demolition permit fees shall be the minimum permit fee.

§ 28.08.003 **Restoration of site.**

The demolition contractor or person performing such work shall take the following actions at the demolition site:

(1) Provide protection of pedestrians during demolition as required by Chapter 3303 of the International Building Code.

(2) Coordinate with the appropriate utility companies to disconnect and make safe all sources of electricity, water, fuel gas and sanitary sewer. Sanitary sewer outlets shall be capped or otherwise secured from rainwater infiltration.

(3) Provide proper and adequate safeguards to the public, employees and adjoining property during demolition and lot clearing activities, including obtaining street barricade permits where necessary for protection of vehicular traffic.

(4) Fill all open excavations with clean fill dirt (no rubble or trash to be used).

(5) Reestablish lot grades to convey stormwater runoff to the street, alley, or other approved conveyance without ponding and without directing stormwater runoff onto other private property.

(6) Clear the lot of all trash, rubbish, building debris, dead shrubbery, tree limbs, etc.

(7) In coordination with the appropriate department or franchise utility, repair all damage to public improvements incurred during the demolition activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches, utility lines, signposts, drainage structures, etc.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 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 on _____.

Passed by the City Council on second reading on _____.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

Robert Wallace, Director of Development Services

_____

Amy Sims, Deputy City Attorney

AI# 12289
Regular City Council Meeting
03/05/2024:

6. 11.

Information

Agenda Item

Ordinance 1st Reading - Lubbock Fire Rescue: Consider an ordinance amending Article 10.01 and Article 10.03 of the City of Lubbock Code of Ordinances with the adoption of the 2021 International Fire Code.

Item Summary

The International Fire Code is the City's adopted model fire code that works in congruence with the International Building Code as it applies to new and existing structures in matters related to construction. The Fire Code establishes regulations affecting or relating to occupancy and maintenance for the protection of lives and property from fire. The Code is promulgated by the International Code Council, updated triennially through a legislative process involving input and voting by member jurisdictions nationwide, and further amended by the City of Lubbock to suit unique local conditions. The proposed ordinance updates document from the 2015 edition to the 2021 edition.

Fiscal Impact

None

Staff/Board Recommending

Shaun Fogerson, Fire Chief
Alan Martin, Fire Marshal
Model Codes and Construction Advisory Board

Attachments

Fire Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO PERMIT AND SERVICE FEES; ADOPTION OF THE 2021 INTERNATIONAL FIRE CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; ADMITTANCE BEYOND APPROVED OCCUPANT LOAD OR CAPACITY; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by adoption of the 2021 International Fire Code with certain amendments to meet local conditions and amending permit and service fees and provisions related to admittance beyond approved occupant load; NOW THEREFORE:

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

SECTION 1. THAT Section 10.01.003 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

§ 10.01.003 **Permit and service fees.**

All fees for permits and other activities of the city fire department and fire marshal's office shall be set annually in the city's budget ordinance and periodically adjusted pursuant to section **1.03.004** of the City of Lubbock Code of Ordinances.

A schedule of such fees shall be filed with the city secretary, the fire marshal's office and published on the city's website.

SECTION 2. THAT Article 10.03 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Division 1
Generally

§ 10.03.001 **Adopted.**

The city hereby adopts the International Fire Code, herein known as the fire code, published by the International Code Council, 2021 edition, save and except such portions as are hereinafter amended. The same is hereby adopted and incorporated as fully as if set out in length herein, and from and after the passage of the ordinance adopting this section the provisions thereof shall be controlling within the limits of the city. The adoption of the International Fire Code extends to appendices, (excluding appendices A, J and L), and a copy of said code shall be maintained in the office of the fire marshal, all such copies to be open to public inspection during the business hours of the offices where they are maintained, along with amendments

thereto provided by ordinance.

§ 10.03.002 **Amendments.**

The provisions of the International Fire Code, 2021 edition, are hereby specifically amended as follows:

(1) *Marking.* Section 503.3 is hereby amended by the addition of subsections 503.3.1, 503.3.2, 503.3.3, and 503.3.4, to read as follows:

503.3.1. Maintenance. The owner or person in control of any building for which fire lanes have been designated shall mark and maintain said fire lanes by painting stripes on the surface of said roadways to designate the fire lane for fire apparatus in accordance with the specifications of section 503.3 and in such a manner so as to be visible to a reasonably observant person.

503.3.2. Specifications for marking. All required fire lanes shall be provided and maintained with fire lane striping which consists of a six (6) inch wide red background stripe with four (4) inch high white letters stating "FIRE LANE NO PARKING" or "NO PARKING FIRE LANE" to be painted upon the red stripe every forty (40) feet along the entire length of the fire lane, showing the exact boundary of the fire lane. The words "FIRE LANE NO PARKING" or "NO PARKING FIRE LANE" must be grouped together as a phrase. Separating the words "NO PARKING" and "FIRE LANE" spacing them forty (40) feet apart does not meet the intention of this section. Fire lane markings shall be upon the vertical surface of the curb unless otherwise approved by the chief.

503.3.3. Alternate markings. When, due to a building's particular use, the chief determines that fire lane markings are impractical, the words "LOADING ZONE/NO PARKING," painted black, may be substituted for the words "FIRE LANE/NO PARKING," and the six-inch (6") red stripe must be painted yellow, but all other provisions of chapter 5 shall apply.

503.3.4. Alternate signs allowed or required. If the chief or authorized representative determines that other means of notice are ineffective to designate a fire lane, signs may be required by written notice to the property owner. These signs shall be in accordance with the requirements of the Texas Manual of Uniform Traffic-Control Devices. When required, these signs shall be erected and maintained bearing a red legend stating "No Parking Fire Lane" with letters of at least two inches (2") in height on a white reflective background at least twelve inches (12") wide by eighteen inches (18") tall. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above the finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls as approved by the chief or authorized

representative. Additional signs may also be required by written notice from the chief.

(2) *Key boxes.* Section 506 is hereby amended by the addition of subsection 506.1.1.1, to read as follows:

506.1.1.1 Approved. When required by the fire department, a KNOX lock box, KNOX padlock, and/or KNOX key switch must be installed on any structure or gate at a location approved by the fire department. The key box shall contain keys as required by the code authority or his designee.

(3) Delete Appendices A, J, and L.

(4) Section 105.6.25 is hereby amended by the addition of the paragraphs set forth below, to read as follows:

A construction permit is required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the electronic access control system.

Exception: Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(5) Definitions. The following definitions of Section 202 are hereby amended to read as follows:

ATRIUM. A vertical space hat is enclosed at the top, connecting two or more stories in Group I-2 and I-3 occupancies or three or more stories in all other occupancies.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Code Official. When utilized, the number required shall be as directed by the Fire Code Official. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upqraded or replaced includes, but is not limited to the followinq:

- Replacinq one sinqle board or fire alarm control unit component with a newer model,
- Installing a new fire alarm control unit in addition to or in place of an existing one • Conversion from a horn system to an emergency voice/alarm communication system, or

- Conversion from a conventional system to one that utilizes addressable or analoq devices.

The followinq are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacinq boards of the same model with chips utilizinq the same or newer firmware

(6) Definitions. The first paragraph of the following definition in Section 202 is amended to read as follows:

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks.

(7) Definitions. A new definition in Section 202 is hereby added as follows:

DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

(8) Prohibited open burning. Section 307.1.1 is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited when:

1. atmospheric conditions or local circumstances make such fires hazardous;

2. the burning is offensive or objectionable because of smoke emissions.

(9) Location open burning. 307.4, 307.4.1, and 307.4.4 are hereby amended to read as follows:

307.4 Location. The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.

Exceptions: 1. Delete

2. Delete

307.4.1 Bonfires. A bonfire shall not be conducted within 300 feet (91 440 mm), or greater distance as determined by the fire code official, of a

structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

(10) False and nuisance alarms. Section 401.5 is hereby amended to read as follows:

Section 401.5 False and nuisance alarms. False alarms and nuisance alarms shall not be qiven, siqnaled, transmitted, or caused or permitted to be qiven, signaled, or transmitted in any manner.

(11) Dimensions. Section 503.2.1 is hereby amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

(12) Key boxes. Section 506 is hereby amended by the addition of subsection 506.1.1.1, to read as follows:

506.1.1.1 Approved. When required by the fire department, a KNOX lock box, KNOX padlock, and/or KNOX key switch must be installed on any structure or gate at a location approved by the fire department. The key box shall contain keys as required by the code authority or his designee.

(13) False Alarms and Nuisance Alarms. Section 901.6 is hereby amended by thc addition of Subsections 901.6.4 to read as follows:

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be qiven, siqnaled or transmitted or caused or permitted to bc qiven, signaled or transmitted in any manner.

(14) Group F-1 distilled spirits. Section 903.2.4.2 is hereby amended to read as follows:

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall bc provided throughout a Group F-1 fire area used for the manufacture of

distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

(15) Group S-1 distilled spirits or wine. Section 903.2.9.3 is hereby amended to read as follows:

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

(16) NFPA 13R sprinkler systems. The first paragraph and exceptions thereto of Section 903.3.1.2 is amended to read as follows:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.

2. The floor level of the highest story is 35 feet (9144 10668 mm) or less above the lowest level of fire department vehicle access.

3. The floor level of the lowest story is 35 feet (9144 10668 mm) or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the International Building Code shall be measured from grade plane.

(17) NFPA 13D Sprinkler Systems. Section 903.3.1.3 is hereby amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(18) Freeze protection. Section 903.3.1.4 is hereby amended by adding Subsections 903.3.1.4.1 and 903.3.1.4.2 to read as follows:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire

sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and

2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and

3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(19) Sprinkler system supervision and alarms. Section 903.4 is hereby amended by adding a second paragraph after the exceptions to read as follows:

903.4 Sprinkler system supervision and alarms.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering. Buildings without a fire alarm system shall have their valves locked in their normal position.

(20) Water supplies. 903.3.5 is hereby amended by adding a second paragraph to read as follows:

903.3.5 Water supplies.

Water supply as required for such systems shall be provided in accordance with the supply requirements of the respective standard; however, every water-based fire protection system shall be designed with a 10psi safety factor. Reference Section 507.4 for additional design requirements.

(21) Group E. Section 907.2.3 is hereby amended to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant

notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 50' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an occupant load of 50 or less.

    1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

3. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

    3.1. Interior corridors are protected by smoke detectors.

    3.2. Auditoriums, cafeterias, gymnasiums and similar areas are protected by heat detectors or other approved detection devices.

    3.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.

    3.4. Manual activation is provided from a normally occupied location.

4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

4.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.

4.2. The emergency voice/alarm communication system will activate on sprinkler water flow.

4.3. Manual activation is provided from a normally occupied location.

(22) Construction. Section 1020.2 shall be hereby amended to read as follows:

1020.2 Construction. Corridors shall be fire-resistance rated in accordance with Table 1020.2. The corridor walls required to be fire-resistance rated shall comply with Section 708 of the International Building Code for fire partitions.

Exceptions:

1. A fire-resistance rating is not required for corridors in an occupancy in Group E where each room that is used for instruction has not less than one door opening directly to the exterior and rooms for assembly purposes have not less than one-half of the required means of egress doors opening directly to the exterior. Exterior doors specified in this exception are required to be at ground level.

2. A fire-resistance rating is not required for corridors contained within a dwelling unit or sleeping unit in an occupancy in Groups I-1 and R.

3. A fire-resistance rating is not required for corridors in open parking garages.

4. A fire-resistance rating is not required for corridors in an occupancy in Group B that is a space requiring only a single means of egress complying with Section 1006.2.

5. Corridors adjacent to the exterior walls of buildings shall be permitted to have unprotected openings on unrated exterior walls where unrated walls are permitted by Table 705.5 of the International Building Code and unprotected openings are permitted by Table 705.8 of the International Building Code.

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke- detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

§ 10.03.003 **Authority of fire marshal.**

The fire marshal is hereby authorized to enforce the provisions of the fire code and city ordinance and shall have the authority to render interpretations of the fire code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in the code.

§ 10.03.004 **Board of appeals–Appointment.**

The city building board of appeals, established under section **2.03.491** of this Code of Ordinances, shall serve as the appellate body for purposes of issues arising under the fire code adopted by this article. For this purpose, the board shall proceed with business in the same manner as that prescribed for issues arising under the technical construction as outlined in article **2.03**, division **14** of this Code of Ordinances.

§ 10.03.005 **Conflicts.**

Conflicts between any provisions of this article, the fire code or building code shall be governed by the administration chapters of the adopted codes.

§ 10.03.006 **Approval of plans.**

The fire marshal may examine plans for evidence of compliance with this code. The officially approved plans bearing the fire marshal's review comments shall be kept on site and accessible at all times to facilitate proper inspection. The fire marshal may require tests or other investigations to be conducted by an agency satisfactory to the jurisdiction when an appliance, device, equipment or system intended for installation does not specifically meet the requirement of this code, but meets the intent of this code. Such tests or investigations shall be based on proper test standards or principles.

§ 10.03.007 **Inspection; certificate of occupancy.**

The fire marshal or building official may require a building to be inspected for compliance with the fire code, as adopted by this article, prior to the issuance of a certificate of occupancy. When, in the opinion of the fire marshal or building official, a building must be so inspected by the fire marshal or his designated representative prior to issuance of an occupancy certificate, such building shall not be occupied prior to such final inspection as the fire marshal or building official may deem necessary.

§ 10.03.008 **through § 10.03.040. (Reserved)**

Division 2

Overcrowding or Admittance Beyond Approved Occupant Load or Capacity

§ 10.03.041 **Scope.**

Overcrowding or admittance of any person beyond the approved occupant load or capacity of a building or a portion thereof shall not be allowed. The owner, manager or occupant in charge of the premises shall be responsible for the accurate count of the number of people in the building, area or any portion thereof. Selling or distributing tickets, in any form or fashion, beyond the approved occupant load of an area where the event will be held, shall not be permitted.

§ 10.03.042 **Overcrowding**

Whenever a condition exists where either there are more people in a building, structure or portion thereof than have been authorized by the fire marshal or persons are sitting and/or standing in locations that may obstruct or impede the use of aisles, passages, corridors, stairways, exits or other components of the means of egress, and the fire marshal determines that a threat exists to the safety of the occupants thereby creating a violation of overcrowding, the occupant, owner or manager in charge of the occupancy shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined an amount not exceeding two thousand dollars ($2,000.00).

§ 10.03.043 **Admittance beyond approved occupant load or capacity.**

Any occupant, owner or manager that has been found to allow admittance in any room, building or space beyond the approved occupant load or capacity as determined by the fire marshal and the fire code shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined an amount not exceeding two thousand dollars ($2,000.00). Each of the following will be considered to be separate violations of the fire code in addition to the violation of overcrowding:

(1) Admittance beyond the approved occupant load by 1 - 20% of posted occupant load sign;

(2) Admittance beyond the approved occupant load by 21% - 30% of posted occupant load sign;

(3) Admittance beyond the approved occupant load by 31% - 40% of posted occupant load sign; or

(4) Admittance beyond the approved occupant load by Greater than 41% of posted occupant load sign.

SECTION 4. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

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 on _____.

Passed by the City Council on second reading on _____.

_____
TRAY PAYNE, MAYOR

ATTEST:

_____
Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____
Alan Martin, Fire Marshal

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

Information

Agenda Item

Ordinance 1st Reading - City Manager: Consider an ordinance amending Chapter 18, "Taxation", of the Code of Ordinances of the City of Lubbock, Texas by adding Article 18.05 to provide for an exemption from property taxation for qualifying child-care facilities in accordance with Section 11.36 of the Texas Tax Code.

Item Summary

During the 88th Texas Legislative Session, Senate Bill (SB) 1145 passed by the Senate with a vote of 25 Yeas and 6 Nays and subsequently the House with a vote of 109 Yeas and 33 Nays. Specifically from Lubbock's local delegation, one Senator and one Representative were in favor, while one Representative was opposed. The bill was signed into law to be effective January 1, 2024, subject to the favorable passage of a constitutional amendment by Texas voters in November 2023. The constitutional amendment proposition passed statewide by a margin of 65 percent in favor and 35 percent opposed, and by a margin of 67 percent in favor and 33 percent opposed in Lubbock County.

SB 1145 amends the Tax Code to entitle a property owner from municipal taxation of all or part of the appraised value of the real property the person owns and operates as a qualifying child-care facility or the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility. This property tax exemption is qualified and allowable only if the City Council takes official action to adopt the exemption.

SB 1145 defines "child-care facility" and "qualifying child-care facility" as follows:

- "Child-care facility" as a facility licensed by the Health and Human Services Commission to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers; and
- "Qualifying child-care facility" as a child-care facility:
  - the owner or operator of which participates in the Texas Workforce Commission's (TWC) Texas Rising Star Program for that facility; and
  - at which at least 20 percent of the total number of children enrolled at the facility receive subsidized child-care services provided through the child-care services program administered by TWC.

To qualify for the exemption, the property would have to be used exclusively to provide developmental and educational services for children attending the child-care facility and be reasonably necessary for the operation of the child-care facility. Property that was used for functions other than those established by the bill would not result in the loss of an exemption if such functions were incidental to providing developmental and educational services to children and would benefit the children or the faculty and staff of the child-care facility. The exemption would apply only to the value of the portion of the property that was used for these purposes.

A person claiming an exemption would have to include with the person's application an affidavit certifying to the chief appraiser that the person had disclosed to the child-care facility the amount by which taxes were reduced and the method and amount by which rent was reduced reflecting the reduction. The affidavit also would be required to certify that the person did not charge rent for the lease in an amount that exceeded that which was charged to other tenants for similar space or the average rent for a comparable property.

The bill would prohibit a person from claiming the exemption if the person received a homestead exemption on that property or if any part of that property was leased to another person for use as a principal residence. The bill would not subject exempted property with a leasehold interest to certain statutory requirements for leaseholds and other possessory interests.

The bill authorizes the Lubbock City Council to adopt the exemption as a percentage, which may not be less than 50 percent of the property's appraised value and can be up to 100 percent. To qualify for the exemption, the property must be reasonably necessary for the operation of the child-care facility and used exclusively to provide developmental and educational services for children attending the child-care facility, unless the use is for another function that is incidental to the use of the property for providing those services to those children and benefits those children or the facility's staff and faculty. The bill establishes that property is not ineligible for the exemption if a portion of the property is used for functions other than those described by the bill; however, the exemption does not apply to the value of the portion of the property that is used for those other functions.

The action underneath this item is both to consider the ordinance, and if Council wants to adopt this property tax exemption for qualifying child-care facilities, Council will need to specify the amount of the exemption, which will be no less than 50 percent and up to 100 percent.

Fiscal Impact

The current estimated 2023 tax year value of all child-care facilities in the City of Lubbock is $25,000,000. If an exemption is adopted by the City Council, the fiscal impact to the City of Lubbock at the minimum 50% exemption would be a loss of $57,042 to the General Fund. At the maximum 100% exemption, the loss to the General Fund is $114,084.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance - Child Care Prop Tax Exemption

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, "TAXATION", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS BY ADDING ARTICLE 18.05 TO PROVIDE FOR AN EXEMPTION FROM PROPERTY TAXATION FOR AS PROVIDED IN SECTION 11.36 OF THE TEXAS TAX CODE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS 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 amendment to Chapter 18 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 the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding an article, to be numbered 18.05, which said article reads as follows:

ARTICLE 18.05
QUALIFYING CHILD-CARE FACILITY PROPERTIES EXEMPTION

§ 18.05.001 **Qualifying Child-care Facility Property Exemption Adopted.**

(a) The City Council adopts an exemption, as authorized by Texas Tax Code Section 11.36, as may be amended, entitling qualifying persons to an exemption from taxation by the City of _____ percent of the appraised value of:

(1) the real property the person owns and operates as a qualifying child-care facility; or

(2) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

(b) The term "qualifying child-care facility" and "child-care facility" shall have the meaning as defined in Texas Tax Code Section 11.36(a), as may be amended.

(c) In accordance with Texas Tax Code Section 11.36(d), to qualify for the exemption authorized by this section, the property must be:

(1) except as provided by Subsection (e), used exclusively to provide developmental and educational services for children attending the child-care facility; and

(2) reasonably necessary for the operation of the child-care facility.

§ 18.05.002 **Exceptions and Administration.**

(a) As set forth in Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.13 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

(b) Any exemption of qualifying property shall be in accordance with the terms and provisions of Texas Tax Code Section 11.36, as amended. A person claiming an exemption of qualifying property shall make the necessary application and provide all documentation as required by Texas Tax Code Section 11.36, as amended.

SECTION 2. THAT, the exemption adopted by this ordinance applies to the tax year beginning January 1, 2024.

SECTION 3. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 4. 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 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 6. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2024.

Passed by the City Council on second reading this _____ day of _____, 2024.

_____

TRAY PAYNE, MAYOR

ATTEST:

_____

Courtney Paz, City Secretary

APPROVED AS TO CONTENT:

_____

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

_____

Amy L. Sims, Deputy City Attorney